

NEW HAVEN UNIFIED SCHOOL DISTRICT

REQUEST FOR BID

*For*

**MILK/DAIRY PRODUCTS**

**SINGLE DROP DISTRICTS**

**RFP # 749**

**NEW HAVEN UNIFIED SCHOOL DISTRICT  
REQUEST FOR BIDS #749  
PURCHASE OF MILK/DAIRY – SINGLE DROP DISTRICTS  
NOTICE TO BIDDERS**

1. NOTICE IS HEREBY GIVEN that the New Haven Unified School District is seeking Bids to provide Milk/Dairy Products – Single Drop Districts.
2. Bids should be submitted in the manner prescribed herein and for the services requested herein. All required forms and submissions requirements are provided herein or attached hereto. Each person or entity that submits a BID to the District in response to this RFP shall be designated as a “Vendor”.
3. Please contact Angelia Nava, Director of Food & Nutrition Services, at New Haven Unified (510) 471-1100 x62640, for information about the RFP.
4. Sealed Bids should be delivered to New Haven Unified School District. Bids must be received by New Haven Unified no later than **10:00 A.M. on Friday, October 24, 2014.**

**New Haven Unified School District  
34200 Alvarado-Niles Rd  
Union City, CA  
Phone: (510) 471-1100  
Attention: Akur Varadarajan  
Co-Superintendent/Chief Business Officer**

5. New Haven Unified reserves the right to reject any and all Bids and to waive any informality, technical defect or clerical error in any Bid Package, as the interest of the New Haven Unified School District may require. Any proposer may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of Bids.

*Equal Opportunity Employer*

**NEW HAVEN UNIFIED SCHOOL DISTRICT  
REQUEST FOR BIDS #749**

**PURCHASE OF MILK/DAIRY – SINGLE DROP DISTRICTS**

**REQUEST FOR BID**

# NEW HAVEN UNIFIED SCHOOL DISTRICT

## REQUEST FOR BIDS #749

### PURCHASE OF MILK/DAIRY – SINGLE DROP DISTRICTS

#### REQUEST FOR BID

#### I. INTENT OF THE BID

The intent of this bid is to solicit competitive bid prices for **Milk/Dairy Products – Single Drop Districts** as listed in the bid specifications.

#### II. SCHEDULE OF EVENTS

The following are key dates for this RFP. The District is committed to adhering to this schedule, but reserves the right to make modifications.

- A. Publication in Newspapers: **October 8, 2014** and **October 15, 2014**.
- B. Vendor Questions Due: **October 20, 2014**.
- C. Bids Due Date: **October 24, 2014**.

#### III. SPECIAL TERMS AND REQUIREMENTS

##### A. **Pricing:**

- i. Pricing and notations must be written in ink; pricing should be stated in units to the third decimal place. BID form must be signed by an authorized agent of the organization submitting the BID; signatures of all individuals shall be in ink, in longhand. Any corrections or notations must be made in ink and initialed adjacent by the person signing the BID.
- ii. Quantities listed here are estimates of the New Haven USD District needs for the BID period. These are estimates only and should not be construed to be a commitment to a minimum or a limitation to a maximum.

##### B. **Product:**

- i. All products must comply with CDE and USDA requirements. All milk products shall be hormone free with no rBHT, rBGH or rBST.

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- ii. Manufacturer's Nutritional Analysis Data Sheets and/or CN label must be submitted with the BID for every product proposed.

Samples of items, when requested, shall be furnished free of cost. Failure to provide samples within a reasonable period may be cause to reject the related c. BID as non-responsive.

**C. Other Terms:**

- i. Milk 'use by' dates must be coded to have a minimum 10 day shelf life upon the date of delivery. Milk product is to be rotated at each site with every delivery and out of date product shall be returned and credited. Product shall be picked up and credited at each break period, including winter and spring breaks. Where schools serve breakfast, milk must be available for service first morning back to school from break period no later than 7:30am.
- ii. Payment terms are 30 days net. Each District shall be billed individually at the close of each calendar month, on an itemized invoice including delivery date, delivery location and units sold by item.
- iii. Pricing will not be increased without prior written authorization of New Haven USD Food Services. Proposed increases must be submitted 30 days in advance with documentation of corresponding consumer index price increase relative to this commodity.
- iv. Product shall be delivered as specified by the District to the sites listed on District itemized estimate sheet. If volume increases for any school site to a level that requires an additional delivery, the delivery schedule shall be modified to accommodate additional deliveries as needed. If the scheduled delivery date falls on a holiday, delivery must be made on the next school day within the same time frame designated for each delivery site. Upon award, the successful vendor will submit a District delivery schedule to District for approval. Proposed changes in the delivery schedule must be approved by the District in writing prior to the implementation of any such change.
- v. In no event will additional shipping, handling, fuel or other surcharges apply.

**D. Delivery Terms:**

- i. Delivery Schedule: Week days (Monday – Friday)
- ii. Delivery Time: No later than 8:30 a.m.

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iii. Single Delivery Site:

New Haven Unified School District  
Mary Cordoza Center  
2831 Faber Street  
Union City, CA 94587  
Attention: Theresa Murti  
Phone: (510) 475-3992 x60749

**IV. OTHER TERMS AND CONDITIONS**

**A. CONTRACT TERMS & CONDITIONS**

i. **Services Contractor Agrees To Perform**

The Contractor shall provide the District with Milk/Dairy – Single Drop District as per RFP #749 (Bid/RFP#), received and opened on October 24, 2014. All Other Terms & Conditions of the RFP become part of this Contract.

ii. **Term Of Agreement**

The term of the contract shall be twelve (12) months from the award date.

**B. AWARD OF CONTRACT**

- i. The District reserves the right to reject any or all Bids, or to waive any irregularities or informalities in any Bids. Further, the District reserves the right to be the sole judge of the merit and qualifications of products and/or services offered. The District may award the bid in the most beneficial manner to the District: either in aggregate of all items or individual line items.
- ii. After the Bids have been opened, and the lowest responsible bidder determined, they will be submitted to the Governing Board of the District for approval. Should an award be made, the successful contractor will be notified in writing and a purchase order will be issued for the procurement of items.

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**C. SUGGESTED ENHANCEMENTS; REFERENCES**

The Vendor may, but shall not be required to, propose additional suggested enhancements beyond the scope of this RFP as part of its Proposal. However, Proposals should clearly indicate any elements of the Proposal that are suggested enhancements, and the Proposal Costs must clearly indicate the base cost to provide the equipment, software and training services sought by this RFP. Selection of any Proposal by the District shall not obligate the District to purchase any suggested enhancements included in that Proposal.

**D. QUESTIONS**

All questions regarding this RFP shall be submitted by email no later than **October 20, 2014** to the District employee designated below. No telephone questions shall be entertained.

Angelia Nava  
Director, food & Nutrition Services  
New Haven Unified School District  
anava@nhusd.k12.ca.us

**E. AMENDMENTS**

The District may, at its sole discretion, issue amendments to this RFP at any time prior to the deadline stated below. The District shall attempt to issue all amendments, if any, prior to **October 24, 2014**, but may issue amendments after that date if necessary. In order to receive such amendments, each Vendor intending to make an offer in response to this RFP is requested to designate to the person named in Section VI, above, an email address to which such amendments should be sent.

The District is not responsible for ensuring that amendments are received by any person or entity not providing a valid email address for receipt of such amendments. Each Vendor is required to acknowledge receipt of any amendments issued to this RFP by completing Exhibit B and attaching it to the Vendor's Bid.

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**F. SUBMISSION OF BID**

Sealed Bids shall be submitted to:

Akur Varadarajan  
Co-Superintendent/Chief Business Officer  
New Haven Unified School District  
34200 Alvarado-Niles Rd  
Union City, California 94587

Bids must be received at or before **10:00 a.m. Pacific Standard Time on October 24, 2014** (“Deadline”). Bids must be received in sealed envelopes or containers clearly showing the Vendor’s company name and address. Faxed Bids will not be accepted. Only Bids received by the Deadline will be considered. Each submission shall consist of one signed original Bid and three copies of the Bid. Each Bid received in response to this RFP shall remain the property of the District. Any Vendor may modify or withdraw a Bid in writing at any time prior to the Deadline.

**G. WITHDRAWAL OF BID**

Any Bidder may withdraw his or her Bid, either personally or by written request, at any time prior to the scheduled time for receipt of Bids. A successful Bidder shall not be relieved of the Bid submitted without New Haven Unified consent or Bidder's recourse pursuant to Public Contract Code Section 5100 et seq.

**H. BIDDER'S SIGNATURE AND AUTHORITY**

Each Bid must provide the full business address of the Bidder and be signed by Bidder with Bidder's usual signature. All required signatures must be in longhand. The name of the person signing shall also be typed or printed below the signature.

*All Bids must include a signed Suspension And Debarment Certification, U.S. Department of Agriculture.*



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**V. GENERAL TERMS, CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR VENDORS/BIDDERS**

**A. DEFINITIONS**

"District" means New Haven Unified School District; "Contractor" means Vendor to whom the Purchase Order is made, "Purchase Orders" are generated by the Business Office.

**B. CONTRACT INTERPRETATION**

1. Articles and services covered by this quotation must comply with applicable laws, ordinances and other legal requirements.
2. A written purchase order or other acceptance mailed or otherwise furnished to the successful bidder within specified acceptance time results in a binding contract without further action by either party. If the price, taxes, surcharge, shipping etc. indicated in the purchase order is different or higher the vendor must notify the Business Services department prior to delivery of goods and services.
3. Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to the Chief Business Officer, New Haven Unified School District, who shall decide the true meaning and intent of the contract, and his decision shall be final and conclusive.

**C. INFRINGEMENTS – INDEMNIFICATION**

1. The Vendor/Contractor shall assume the defense of all claims and suits against the District, its officers and agents, for infringement of the patents, copyrights, or trademarks of any person arising out of the use by the District, its officers or agents, or any article supplied under this quotation, and the Contractor shall indemnify and hold harmless the District, its officers and agents, from any and all liability loss, or damage arising from such claims or suits.

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2. The Vendor/Contractor agrees to hold the New Haven Unified School district harmless from any and all claims and liabilities for damage to all persons including but not limited to employees of the Contractor, arising out of and in the course of the performance of this agreement.

**D. CONDITION OF ARTICLES**

Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.

**E. INSPECTION**

All articles supplied shall be subject to inspection and rejection by the Business Department or at the delivery location.

**F. FAILURE TO DELIVER**

When Vendor/Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by his contract, such article or service may be bought from any source by the Business Department and if a greater price than that named in the contract be paid for such article or service the excess price will be charged to and collected from the contractor or sureties on his bond if bond has been required.

**G. FIRM PRICE**

Prices/quotations must be firm and shall be in effect for a period of not less than twelve (12) months.

**H. CAL-OSHA**

CAL-OSHA required if applicable.

**I. DELIVERIES**

F.O.B. destination in Union City otherwise specified.

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**J. INSURANCE**

Insurance requirements as per item (5) of Contract Agreement attached.

**K. RESERVATIONS**

New Haven Unified School District reserves the right to reject any and all bids and to waive any informality, technical defect, or clerical error in this Bid, as the interests of New Haven Unified School District may require. The District reserves the right to reject the Bid Proposal Package submitted by any bidder who in its opinion has previously failed to perform satisfactorily when providing services of a similar nature to any school district or county.

**L. CONFIDENTIALITY OF PROPOSAL CONTENTS**

Following the award of the contract, Proposals may be subject to release as public information under applicable law unless the Proposal or specific parts of the Proposal can be shown to be exempt from disclosure under such law. Vendors are advised to consult as necessary with legal counsel regarding disclosure issues and take appropriate precautions to safeguard trade secrets and confidential data. The District assumes no obligation or responsibility for asserting legal arguments concerning exemption from disclosure on behalf of any Vendor.

If any Vendor believes that portions of a Proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Vendor must so specify by, at a minimum, stamping in bold red letters the term “CONFIDENTIAL” on that part of the Proposal which the Vendor believes to be protected from disclosure. All Proposals and parts of Proposals that are not marked as confidential may be automatically considered public information after a contract is awarded. The Vendor is hereby notified that the District may consider all or parts of the Proposal public information under applicable law even though marked confidential.

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**M. NO REPRESENTATIONS**

The District makes no representations or guarantees of any kind, express or implied, with regard to the matters contained in this RFP, including any exhibits, attachments, letters of transmittal, or any other related documents. Each Vendor must rely solely on its own independent assessment as the basis for the submission of any Proposal.

**N. BID PROTESTS**

Any Vendor protesting the award of a contract to another Vendor must do so, in writing to the District, within five (5) days after it receives a Notice of Award from the District. The District shall provide a timely response to the to the Vendor's Protest. The Vendor may appeal the District's decision to the Board of Education for the District. If the Protest to the Award shall result in another Vendor not receiving a contract with the District, that other Vendor may participate in the RFP Process. Protests involving non-material irregularities in the processing or evaluation of RFPs shall be rejected.

**O. MISCELLANEOUS**

- A. By issuing this RFP, the District assumes no obligation, explicit or implied, to make an award to any Vendor.
- B. For any products or services not included in the initial contract award, Vendor agrees to hold prices as proposed for one (1) year following the initial award unless mutually agreed otherwise in the negotiated final contract.
- C. Any published price change after the RFP submission date will not be considered in the evaluation of proposals. However, once a Vendor has been selected as the finalist Vendor, District reserves the right to apply the lower of the published prices with the proposed discounts applied or the proposal prices, whichever are lower.

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- D. In the event of any conflict or ambiguity between the terms of this RFP and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed shall conform to all applicable requirements of local, state and federal law.
  
- E. The successful Response to this RFP and any NHUSD generated Amendments to this RFP shall all become an integral part of any Vendor / NHUSD contract resulting from this RFP.
  
- F. New Haven Unified School District is not liable for any cost associated with the preparation or presentation of any proposals.
  
- G. Proposals submitted to the District will not be returned to the bidder.
  
- H. New Haven Unified School District has right to cancel this RFP at any time and to reissue it for any reason whatsoever.
  
- I. New Haven Unified School District reserve the right to negotiate any alterations to bid specifications due to oversight or error.

END OF DOCUMENT

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**VENDOR REPRESENTATION AND CERTIFICATION**

The undersigned hereby affirms that:

1. He/she is a duly authorized agent of the Vendor with the authority to submit a BID on behalf of the Vendor (corporate or other authorization confirmation may be requested prior to final contract execution).
2. He/she has read the complete RFP and all amendments issued pursuant thereto.
3. The offer complies with State conflict of interest laws. The Vendor certifies that no employee of its firm has discussed, or compared the BID with any other Vendor or District employee, and has not colluded with any other Vendor or District employee.
4. If the Vendor's BID is accepted by the District on or before November 18, 2014, the Vendor will enter into a contract with the District to provide the System described by the BID on terms mutually acceptable to the District and the Vendor.

I hereby certify that I am submitting the attached BID on behalf of \_\_\_\_\_  
\_\_\_\_\_ [Specify Entity Submitting BID]. I understand that by virtue of executing  
and returning with the BID this required response form, I further certify that the Vendor  
understands and does not dispute any of the contents of this Request for Bids (except as may  
be noted in the BID).

Submitted: \_\_\_\_\_  
Date

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: FAX: E-Mail: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Manual Signature of Agent(s)

Name and Title of Authorized Agent: \_\_\_\_\_

NOTE: If joint venture, each separate party must provide a completed certification form.

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	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
Milk: 1%, Half-Pint	169,200 units		
Milk: Non-Fat, Favored, Half-Pint	759,900 units		
Cream: Whipped, Real Cream, Light, 14 oz can	518 units		
Creamer: Half & Half, Quart	45 units		
Yogurt: Low Fat, Quart, assorted flavors	513 units		

END OF DOCUMENT

## SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

**INSTRUCTIONS:** SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

New Haven Unified School District                      01-61242-0000000-01  
Name of School Food Authority                      Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

\_\_\_\_\_  
Printed Name    Title    Signature    Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.



## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Department of General Services  
Procurement Division**

707 Third Street, Second Floor, West Sacramento, CA 95605  
(916) 375-4400 (800) 559-5529

**List Date: June 3, 2013**

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**Entities Prohibited from Contracting with Public Entities in California per the  
Iranian Contracting Act, 2010**

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- |   |  |
|---|--|
| 1. Ak Makina                                      | 16. Panyu Chu Kong Steel Pipe<br>Company, Ltd. |
| 2. Amona  | 17. Petroleos de Venezuela                     |
| 3. Belaz  | 18. Schwing America Inc.                       |
| 4. Belneftkhim                                    | 19. Shandong FIN CNC Machine Co.,<br>Ltd.      |
| 5. ChinaOil                                       | 20. Sinohydro                                  |
| 6. CNPC (China National Petroleum<br>Corporation) | 21. Sinopec Corp                               |
| 7. DK Tech Corporation                            | 22. SK Energy                                  |
| 8. Grimley Smith Associates                       | 23. Snam Rete Gas                              |
| 9. Hyundai Heavy Industries                       | 24. Sonangol                                   |
| 10. Indian Oil Corporation                        | 25. Unipet                                     |
| 11. Kingdream PLC                                 |  |
| 12. Liquefied Natural Gas Limited                 |  |
| 13. Naftiran                                      |  |
| 14. Oil and Natural Gas Corp (ONGC)               |  |
| 15. Oil India Limited                             |  |

If you have any questions regarding  
this list, please contact:

Office of Policies, Procedures and  
Legislation

[Charles.deyoe@dgs.ca.gov](mailto:Charles.deyoe@dgs.ca.gov)