

Menlo Park City School District
181 Encinal Avenue
Atherton, CA 94027

Request for Proposals Food Services Providers for FY 2016-2017

The Menlo Park City School District is a K-8 school district serving the students of Menlo Park and Atherton. The District currently has four schools, three elementary schools and one middle school. A new school is currently under construction and will open in October 2016. The total student population is about 3,000 students. In 2014-2015 we served 157,000 lunches of which about 32,000 were free or reduced.

- Encinal Elementary (620 - 660)
- Laurel Elementary (350 - 360)
- Laurel: Upper Campus (to open in October 2016) (350 - 360)
- Oak Knoll Elementary (680 - 720)
- Hillview Middle School (950 - 970)

The District intends to select a food service provider for the 2016-2017 school year that best meets the District's needs to provide quality meals, healthy menus, meal variety, recyclable packaging, organic food options, and timely delivery of meals in compliance with the National School Lunch Program (NSLP).

Please submit your bid and any supplemental information to:

Menlo Park City School District
Attn: Ahmad Sheikholeslami, CBO
181 Encinal Avenue
Atherton, CA 94027

Sealed bids: May 9, 2016 by 2:00 pm

As a Request for Proposal this is not an invitation to bid and although price is very important, other factors will be taken into consideration. (Proposal must include the price of food, milk, packaging, utensils, condiments, transportation, warming units, refrigeration prior to delivery of cold items, and all other related costs.)

The District retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to resolicit proposals.

Important dates:

April 11, 2016	First Public Notice
April 18, 2016	Second Public Notice
April 20, 2016	Bidder Conference 10:30 am (mandatory)
April 27, 2016	Last day for questions to be submitted in writing to Isabel Okere 3:00 pm
May 9, 2016	Sealed proposal/bid due by 2:00 pm
June 7, 2016	Bid Award Recommendation to MPCSD Board

A. Bid Instructions:

- 1) Definitions as used herein:
 - a) The term "bid" means an offer to perform the work described in the Request for Proposal at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
 - b) The term "bidder" means a commercial food service vendor submitting a bid in response to this Request for Proposal.
 - c) The term "contractor" means the Commercial Food Service Vendor to whom the bid is awarded and with whom the contractual agreement is executed.
 - d) The term "CDE" means California Department of Education, Nutrition Services Division.
 - e) The term "Commercial Food Service Vendor" means an organization, other than a public or private nonprofit school, with which an agency may contract for preparing and, unless otherwise provided for, delivering meals.
 - f) The term "Request for Proposal," hereafter referred to as "RFP", means the document soliciting bids through the formal advertising method of procurement. The RFP becomes a part of the contract upon acceptance by the agency, review by CDE and execution of the contractual agreement.
 - g) The term "Agency" or "District" means the Menlo Park City School District ("MPCSD") which issues this RFP.
 - h) The term "program" or "NSLP" means the National School Lunch Program administered by the Agency, and as set forth in the Code of Federal Regulations, 7 CFR Part 225.
 - i) The term "unitized meal" means an individual proportioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with or without milk.
- 2) Submission of Bids:
 - a) Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this RFP. Failure to do so will be at the bidder's risk.
 - b) Bids will be executed and submitted in triplicate with one copy being marked "original." If accepted, this RFP will become a part of the contract and one copy of the accepted bid/contract will be forwarded to the successful bidder with the notice of award. The copy marked "original" will prevail, should there be a variance between that "original" copy of the bid and other copies submitted by the bidder. No changes in the specifications or general conditions as presented by the agency herein are allowed. The bidder prior to submission will initial erasures on this bid.
 - c) Bids must include electronic pdf copy of bid on a thumb drive.
 - d) Bids must include a copy of a current state or local health certificate for the food preparation facilities.
 - e) Bids must include a Debarment/Suspension Certification.

Failure to comply with any of the above will be reason for rejection of the bid.

- 3) Explanation to Bidders:

Any explanation desired by a bidder regarding the meaning or interpretation of the RFP specifications, etc., **must be requested in writing prior to bid deadline and with sufficient time allowed for a reply to reach all bidders before bid deadline.** Oral explanations or instructions given before the award of the contract will not be binding.

ALL QUESTIONS should be emailed to
Isabel Okere at: iokere@mpcsd.org
Last day to submit questions is: **April 27, 2016 by 3:00 pm**

Any information given to a prospective bidder concerning an RFP will be furnished to all prospective bidders as an amendment to the RFP if such information is necessary to bidders in submitting bids on the RFP or if the lack of such information would be prejudicial to uninformed bidders.

- 4) Bidder conference will be held on **April 20, 2016** at Menlo Park City School District from 10:30am – 12:30pm. **Participation is mandatory.**
- 5) Acknowledgement of amendments to RFP's:
Prior to the bid deadline date, Agency will notify bidders of any amendments made to the RFP. Bidders must acknowledge changes to the RFP by signing and returning the amendments to the Agency prior to the date and hour of the bid deadline.
- 6) Bidders having interest in more than one bid:
If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids will be rejected.
- 7) Time for receiving bids:
Sealed bids will be deposited at the address specified on the RFP of the Agency no later than the exact time and date indicated on the face of this RFP. Bids received prior to the time of the deadline will be securely kept, unopened.
- 8) Errors in Bids:
Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea or error.
- 9) Award of Contract:
 - a) The contract will be awarded to that responsive and responsible bidder whose bid will be most advantageous to the Agency, price and other factors considered. Consideration will be given to such matters as contractor integrity, nutrition content of meals, record of past performance, and financial and technical resources.
 - b) The Agency reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the Agency and to waive informalities and minor irregularities in bids received.
 - c) The Agency reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.
- 10) Late Bids, Modifications of Bids, or Withdrawals of Bids:
 - a) Any bid received after the deadline specified for receipt will not be considered.
 - b) Any modification or withdrawal of bid must be made prior to the deadline set for receipt of bids.
 - c) The only acceptable evidence to establish the date of receipt is that made by:
Menlo Park City School District
181 Encinal Ave
Atherton, CA 94027
 - d) Notwithstanding the above, a late modification of an otherwise successful bid, which makes its terms more favorable to the Agency, will be considered at any time it is received and may be accepted.

B. Evaluation of Bidders:

Each bidder will be evaluated on the following factors:

1. Ability to provide higher level of nutritious meals that surpass USDA nutritional guidelines.
2. Cost of lunches

3. Food variety. Priority will be given to vendors who can provide 1-2 hot lunch choices and 5 cold lunch choices per day as well as wholesome prepared food items without the addition of “packaged snacks” to complete the menu.
4. Financial capability to perform a contract of the scope required
5. Adequacy of plant facilities for food preparation, with approved licensed certification that facilities meet all applicable state and local health, safety and sanitation standards
6. Location conducive to minimizing carbon footprint (priority will be given to contractors with facilities within a 40 mile radius of Agency)
7. Previous experience of the bidder in performing services similar in nature and scope
8. Transportation capability, sanitation and packing
9. References
10. Tour of the vendor’s facilities and/or samples of menu options for tasting and evaluation may be requested by District
11. Completeness of proposal
12. Timeliness related to ordering and cancelling of lunches (i.e. length of time necessary prior to school day to order or cancel lunches)

Bidders that do not satisfactorily meet the above criteria may be rejected as nonresponsive and not considered for award.

C. Scope of Work:

1) Meal Requirements

- a) Contractor will provide, prepare, and deliver to each school site complete NSLP reimbursable meals on specific days which meet the minimum requirements as to the nutritional content as specified by the relevant regulations, 7 CFR Part 225.16 for an approved National School Lunch Program (NSLP) and California Department of Education Child Nutrition and Food Distribution Division.
- b) Meals must conform to the cycle menus, quality standards, and food specifications approved by the California Department of Education (CDE) that the bid was based upon.
- c) Under this program the Agency prefers a vendor to buy domestic commodities or products. A “domestic commodity or product” is defined as one that is either produced in the United States or is processed in the United States substantially using agricultural commodities that are produced in the United States. The term “substantially” means that over 51 percent (51%) of the final product consists of agricultural commodities that are grown domestically.
- d) Meals will be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery. Perishables will be cooled/refrigerated during preparation and transported in a manner consistent with USDA standards and all laws ensuring safe food handling procedures.
- e) Contractor will provide lunches on a daily basis in accordance with the Agency’s school calendar to those children who qualify under the Food Service Program. School calendar is available at: www.mpcsd.org or upon request from the Agency.
- f) Contractor will provide Agency with cold lunches which meet the NSLP guidelines for field trips when requested by Agency. The cost per lunch will remain the same as for regular lunches.
- g) Meals must be culturally diverse and taste good.
- h) Contractor will offer a minimum of 6 choices of entrée per day.
- i) Alternate: Provide Point of Sale [POS] lunches at Hillview Middle School only, where the student will have the choice of selecting a meal for that day’s lunch period and

offer a minimum of 4 choices of entrées per day to cover every possible student order.

- i) The Agency seeks a menu that has variety and food appeal to ensure that the meals are being well received and consumed.
- j) Once a menu cycle has been approved, changes to this cycle may be made only when agreed upon by both parties.
- k) The Agency reserves the right to request menu changes within the cost parameters periodically throughout the contract period if meals are not being well received (consumed) by the children. When an emergency situation exists, which might prevent the contractor from providing a specified meal components, the contractor will notify the Agency immediately so substitutions can be agreed upon.
- l) Meals will not be subcontracted for the total meals, with or without milk, or for the assembly of the meals.

2) Preparation, Delivery and Facility Requirements

- a) Contractor will include milk with meals and must provide containers that will keep milk at 41 degrees or lower.
- b) The contractor agrees to prepare food in a nut-free facility.
- c) Contractor will provide a warming unit (or units) daily for each school site for lunches to be kept at the required temperature until delivered to students. Agency will provide refrigerators at each school site. Contractor will put any cold entrees or other items that need refrigeration into the refrigerators at each school site upon delivery.
- d) Contractor shall provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.
- e) Food containers must be made of recyclable or compostable materials.
- f) Contractor will deliver all meals to the Agency's school sites in a refrigerated vehicle.
- g) Contractor will deliver all lunches to the five school sites in the MPCSD at or after 10:30 a.m. and before each school's respective lunch hour unless prior arrangements have been made and agreed upon by both parties.
- h) Contractor ensures that health and sanitation requirements are met at all times.

3) Ordering, Record Keeping, and Documentation

- a) Contractor will maintain full and accurate records, which document:
 - i) the menus provided to the Agency during the term of this agreement
 - ii) a nutrient analysis of each meal or a nutrient analysis of a weighted average of meals over the course of a week or month
 - iii) an itemization of the quantities of each item used to prepare said meal
- b) Contractor will supply copies of their health certification for the food service facility which meals will be prepared.
- c) Contractor will supply the sponsor with copies of the food preparation records at the end of each month.
- d) All books and records must be made available to CDE, OIG at any reasonable time and place for a period of three years from the date of receipt of final payment under the contract or until all audit issues are resolved.
- e) Contractor shall manage online ordering for all students.
- f) Security:
 - i) Data at rest: All student, parent and financial data must be stored in encrypted form while on any storage medium.
 - ii) Data in transit: All data exchanged with a user's browser from the point of login through logout must be encrypted using https.

- iii) Acceptable use of data: Student, parent, financial and transactional data can only be used within the context of the online ordering service and cannot be shared in any form with any outside organization or for any other use within the organization.
- g) On-line order system must allow and not distinguish between paid and free and reduced students.
- h) Funds from online ordering system must be directly deposited into account owned by District.
- i) Contractor shall have an electronic method for accounting for actual meals picked up by students daily.
- j) Contractor to provide detailed monthly report of meals distributed.
- k) The Contractor shall submit revised daily invoices when necessary to credit the Agency for lunches not accepted by the Agency due to crushing, spoilage or other negligence.
- l) The books and records of the contractor pertaining to sponsor feeding operation shall be available for a period of three years from the date of receipt of final payment under the contract for inspection and audit by representatives of the California Department of Education (CDE), U.S. Department of Agriculture, the U.S. General Accounting Office, and the Agency at any reasonable time and place.

4) Payment and nonperformance

- a) The Agency will receive an invoice from the Contractor accompanied by reports no later than the 10th day of each month, which itemizes the previous month's daily deliveries. Dates on invoices must match dates of delivery. The Agency has 30 days to make payment.
- b) The Agency will not be obligated to pay for meals that are not ready within 1 hour of delivery, are found to be of unacceptable quality at the time of delivery (moldy bread, rotten fruits or vegetables, overcooked or burned food, spoiled milk, etc.) or meals that do not meet the USDA guidelines or otherwise do not meet the meal requirements contained in this agreement.
- c) The Agency will not reimburse the Contractor for unauthorized menu changes or for any incomplete meals. If any portion of the meal does not coincide with the cycle menu, payment will be withheld for that meal. Contractor will be informed in writing within 48 hours of disallowed meals.
- d) The Agency shall receive payment from the Contractor for any excess costs the Agency incurs by obtaining and delivering meals from another source due to nonperformance or noncompliance on the part of the Contractor.
- e) The Agency will not be obligated to place any minimum dollar amount of orders under the contract or any minimum number of orders.
- f) The Agency shall reserve the right to hold the vendor accountable for failure to comply with a contract that is awarded based on this RFP.
- g) Neither the CDE nor the United States Department of Agriculture (USDA) assumes liability for payment of any differences between the number of meals delivered by the Contractor and the number of meals served by sponsor that are eligible for reimbursement.
- h) The Agency reserves the right to inspect and determine the quality of food delivered.
- i) Contractor will provide meals of quality standards as bid.

5) Contact Term

- a) The term of the contract shall be for a period of one year, commencement date to be determined with the successful respondent. By mutual agreement, the parties may renew this contract for up to four consecutive one-year renewal periods. Either party may terminate this contract at any time upon sixty-day written notice, however the vendor must complete its obligation for the school year.

- b) The Agency reserves the right to add or delete food service sites by amendment of the initial list of approved sites in this RFP, and make changes in the approved level for the maximum number of meals which may be served under the program at each site.

D. Pricing:

In order to compare pricing for lunches that meet minimum and optimal requirements, the Agency is requesting proposals that meet requirements in three different levels (A, B and C) as distinguished below. Vendors may submit bids that include any or all levels, but it is recommended that they submit bids including levels A and B at a minimum. After the bid evaluation the Agency will determine if it can fund the difference between the level C and level A pricing.

Bid prices on all levels must include price of food, milk, packaging, transportation from preparation facility to the Agency school sites and all other related cost (e.g. condiments, utensils, napkins, etc).

In addition to pricing, please submit a 15 day sample menu cycle with examples of choices offered daily. Please include each appropriate Level (A, B or C) with your submission.

Please show a cost per meal for each level as listed below:

Level A

- Must meet USDA guidelines as required by the National School Lunch Program

Level B

- Must meet requirements of Level A, plus:
- Exceed USDA nutrition standards by at least 20% of meal choices
- Minimum of 50% of the food must be grown in California and 100% must come from the Americas
- Food must contain no trans fats
- 50% of meat and dairy antibiotic free and hormone free
- Food must contain no high fructose corn syrup

Level C

- Must meet requirements of Level B, plus:
- Minimum of 50% of fruits, vegetables and ingredients must be organic
- 100% meat and dairy antibiotic free and hormone free

Vendors may increase nutrition in each level. Please provide detailed information on how your menu has raised the nutrition in each level applicable.

Per USDA guidelines, please submit a 15 day menu cycle

E. Nutrition facts:

Please provide nutrition facts for each meal on your 15 day menu. Vendors must submit meal content and nutrition facts for each meal on separate sheets of paper (one meal per page with nutrition information).

Nutrition facts must include:

- Calories
- Total Fat
- Trans fat

- Saturated fat
- Total carbohydrates
- Added-sugar (please keep this nutritional item separate from total carbohydrates)
- Sodium
- Sugars
- Protein

Food Source List – Please provide a food source list, including the local items and, separately, other items that are not sourced locally. Please highlight seasonal items so that we can understand how you will source food throughout the year as food goes in and out of season.

Nutritional Quality – Highlight meals that exceed USDA nutritional guidelines

Food Quality – Highlight the organic and/or antibiotic free products that are used in each meal. Please specify on each information sheet given the meal contents and nutrition facts. Please be specific what is organic, what is antibiotic free and percentage used in each meal.

F. Return document checklist:

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point.

1. Contractor Identification: Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.
2. Bids will be executed and submitted in triplicate with one copy being marked "original." The copy marked "original" will prevail, should there be a variance between that "original" copy of the bid and other copies submitted by the bidder.
3. Bids must include electronic pdf copy of bid on a thumb drive
4. Copy of a current state or local health certificate for the food preparation facilities.
5. Client References: Provide a minimum of three (3) client references. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client's direction.
6. Menu Pricing and Cycles: At a minimum provide meal costs for level A. It is recommended that the vendors provide costs for both levels A and B. Vendors may increase nutrition in each level.
7. A sample contract. Any contract shall be subject to review and approval of Agency's legal counsel.
8. If organic products are used in meals, please specify on each information sheet given with meal contents and nutrition facts. Please be specific what is organic and percentage used in each meal.
9. Proposals must include a Debarment/ Suspension Certification
10. Each bidder is required to furnish and maintain proof of Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Workers' Compensation Insurance in amounts deemed sufficient by the Agency, but in any event, no less than \$1,000,000 for each such policy.
11. Clean air and water certification form
12. 15 day menu cycle per USDA guidelines.
13. Nutrition facts: Please provide nutrition facts for each meal on your 15 day menu as defined above. Please submit the nutrition information and meal contents for each meal on separate sheets of paper (one meal per page with nutrition information).