



CHILD NUTRITION PROGRAM DAIRY PRODUCTS

RFP21-017

Project Dates: August 1, 2021

**Bids must be received by 10:00 a.m. MST on June 8, 2021
via UP3 Utah Public Procurement Place (SciQuest)**

Prepared by:
Ken Crawford, Director of Support Services

GENERAL INFORMATION

Objective

Ogden City School District (“the District”) is soliciting proposals from qualified firms and individuals to deliver dairy products for the Child Nutrition Program to each of nineteen (19) school locations. Dairy deliveries shall be made to each school location two to three (2-3) times per week and select schools during the summer months. It is anticipated that this Request for Proposals (“RFP”) will result in a contract awarded to one vendor.

This RFP is designed to provide interested parties with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal’s content or exclude any relevant or essential data. Respondents are at liberty and are encouraged to expand upon the specifications to evidence service capabilities under any agreement.

I. District Background

The Ogden City School District has a student enrollment of approximately 11,500 students. The District currently operates thirteen (13) elementary schools, three (3) junior high schools, two (2) high schools and one (1) alternative high school. The District offices are located at 1950 Monroe Boulevard, Ogden, Utah.

II. Scope of Services

The Ogden City School District uses over 200,000 ½ (half) pint chug or cartons of aseptic milk each month. The vendor must deliver ½ pint chug or cartons of aseptic milk to each of the locations listed below with additional dairy products including sour cream, cottage cheese, gallon milk, and buttermilk.

The approximate split of aseptic milk chug or cartons is 15% white aseptic milk including 1% and skim; 85% fat free aseptic chocolate milk. Bids should contain an option to provide non-fat aseptic strawberry and other flavored aseptic milk on occasion to each school location. Exhibit A contains a listing of all school locations covered by this RFP.

III. Proposal Response

Each respondent should set forth its ability to provide Dairy Products based on the scope of services required. All proposals must be organized in the following order (#a-f) and tabbed to comply with the following sections:

- a. Attachments - Complete Attachments A-C and submit with proposal.
- b. References - Provide a minimum of three references that can validate the respondent’s firm/individual experience and expertise in providing comparable services.
- c. Products - Provide six (6) each of the following varieties of ½ pint aseptic milk chugs or cartons before 10:00 a.m. MST on June 8, 2021 to the Ogden City School District Child Nutrition Department located at 1950 Monroe Boulevard, Suite 209, Ogden UT 84401:
 - i. Fat free white
 - ii. 1% white
 - iii. Fat free chocolate
- d. Packaging - Provide packaging options available for ½ pint aseptic milk. (If possible, demonstrate options when submitting item “c” above.)

- e. Pricing/Costs - Costs will be submitted as a “per case” price for all ½ pints and “each” for all other dairy items. The cost must include all expenses related to the final charges.
- f. Protected/Proprietary Information - Ogden City School District, as a state governmental entity, is subject to the requirements of the Government Records and Access Management Act (GRAMA). Utah Code Ann. §63G-2-309 provides that the Ogden City School District may classify information in your proposal as “protected” if you provide the Ogden City School District with a written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality, and the request meets the parameters set forth in 63G-2.

If you are claiming business confidentiality, please provide the Ogden City School District with a determination of what, if any, information in the proposal warrants business confidentiality and a concise statement of reasons supporting the claim of business confidentiality for that information by submitting the Claim of Business Confidentiality Form, a redacted copy, and an electronic copy of the redacted proposal. A claim of business confidentiality for information contained within your proposal may be based upon:

- i. “trade secrets”, which are statutorily defined as “information, including a formula, pattern, compilation, program, device, method, technique, or process, that (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy”, or
- ii. commercial information if the disclosure of the information could reasonably be expected to result in unfair competitive injury to your company and your company has a greater interest in prohibiting access than the public in obtaining access.

IV. Evaluation Criteria

The process of award will be by committee. The committee will base their scores on the evaluation rubric below with a maximum score of 100 points. The proposals will be analyzed and the top two (2) respondents may be requested to interview with the committee. The purpose of the interview is for clarification and verification of the written proposal. The committee may re-score the proposal after the interview, but may not re-score pricing and costs unless the committee requests a best and final offer. Proposals, however, may be accepted without oral presentations and the District reserves the right to accept or reject any proposal. It is also the right of the District to waive any formality or technicality if determined to be in the best interest of the District.

V. Evaluation Rubric

The proposals will be evaluated, scored, and ranked on the following criteria:

- a. 45 points - Qualifications, expertise, and strength of references
 - i. Quality and applicability of feedback received from references. The committee may designate one or a team of two representative(s) to contact references. This individual or team will then score the proposals accordingly.
 - ii. Respondent’s reputation as presented by references.
 - iii. Reference from other school districts and organizations.
 - iv. Demonstrated ability to meet the scope of work.
 - v. Respondent’s ability to provide the dairy products needed.

- b. 40 points - Pricing and costs
 - i. Overall and complete costs; cost to be considered as all-inclusive.
- c. 15 points - Responsiveness to the RFP
 - i. Completeness and conformity of the proposal to the RFP requirements.
 - ii. Perception of the respondent's ability to accomplish the scope of services.
 - iii. Respondent's indication of its understanding of the purpose and scope of the proposed services as evidenced by the quality of the proposal submitted.

Award shall be made to the respondent deemed most capable of accomplishing the scope of services required, taking into account the proposals and evaluation factors here outlined.

VI. Right of Rejection

The District reserves the right to reject any and all proposals or waive any non-statutory informality. While it is the intent of the District to proceed with this appointment, this solicitation does not obligate the District to enter into a contract. The District further reserves the right to make the contract award deemed by the Ogden City School District's Board of Education ("the Board") to be in the best interest of the District. The Board's decision to accept or reject the contract will be final.

VII. Terms of Agreement

The contract resulting from this RFP shall result in a one (1) year contract with the option to renew for four (4) additional one (1) year contract periods subject to annual cost negotiations and budget approval by the District. Annual renewal is contingent upon the District's satisfaction with the services provided and overall performance of the vendor. The contract may be cancelled after one written warning if the vendor fails to perform or comply with the contract terms and conditions. There is no guarantee to make any purchase quantity under the awarded contract. Tentative date for formal approval by the Board is June 10, 2021. The effective date of the contract will be August 1, 2021.

VIII. Submitting Proposals

- a. Request for Proposals shall be posted on the District's Purchasing website and online at SciQuest <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>
- b. An electronic copy must be submitted through this same website on SciQuest and must be received by 10:00 a.m. MST on June 8, 2021. Proposals must be submitted in two separate parts. Part one (1) is the technical proposal and part two (2) is the cost proposal. The cost proposal must be submitted as a separate attachment. If the cost proposal is not submitted separately, then the submission will be deemed not responsive and will not be scored.
- c. All information requested must be completed including a detailed scope of work, claim of business confidentiality (if applicable), standard terms and conditions, and must be submitted electronically by the date mentioned above. Proposals received after that will be deemed non-responsive.

IX. Tentative Timeline (subject to modification)

- a. Request for Proposal posted: May 27, 2021
- b. Deadline for questions: June 4, 2021 12:00 p.m.
- c. RFP response deadline: June 8, 2021 10:00 a.m.
- d. Proposal evaluation: June 8, 2021

- e. School Board action: June 17, 2021
- f. Contract effective date: August 1, 2021

X. Questions and Contact Information

All questions should be directed to Ken Crawford and be received before June 4, 2021 at 12:00 p.m.. Questions must be submitted electronically via SciQuest <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>.

Contact with any other District employee or School Board Member during the tentative timeline period may be grounds for disqualification.

XI. Written Agreement Required

The selected respondent must be willing to enter into a written agreement with the District and agree to all the terms set forth in the Sample Standard Agreement attached to this RFP as Attachment D. If you wish to alter any of the terms of the Standard Agreement and/or the RFP including exhibits, the terms must be specifically identified in your proposal with reasonable alternatives presented. Respondents are advised that the District is not bound by the terms of the RFP until a written agreement is fully executed. Any activity taken by respondent prior to a written agreement being fully executed is done at the respondent's sole risk.

XII. Laws and Regulations

The person or entity contracting with the District under this RFP and any and all supplies and services furnished under this RFP will comply fully with all applicable Federal, State and Local laws, codes, rules, regulations, ordinances, including applicable licensure and certification requirements, and District policies and procedures.

XIII. Non-discrimination Statement

In accordance with Federal civil rights law and U. S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800.877.8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) found online http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in this form. To request a copy of the complaint form, call 866.632.9992. Submit your completed form or letter to USDA by:

- a. Mail: U. S. Department of Agriculture Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, S W

Washington, C. C. 20250-9410

b. Fax: 202.690.7442; or

c. eMail: program.intake@usda.gov

This institution is an equal opportunity provider and employer.

EXHIBIT A
School Location Directory

School	Location
Special Ed PreSchool	1950 Monroe Boulevard, Bldg 7, Ogden UT 84401
Bonneville Elementary	490 Gramercy Avenue, Ogden UT 84404
East Ridge Elementary	1300 Ninth Street, Ogden UT 84404
Gramercy / T O Smith Elementary	1270 Gramercy Avenue, Ogden UT 84404
Heritage Elementary	373 South 150 West, Ogden UT 84404
Hillcrest Elementary	130 North Eccles Avenue, Ogden UT 84404
Lincoln Elementary	550 Canfield Drive, Ogden UT 84404
James Madison Elementary	2563 Monroe Boulevard, Ogden UT 84401
New Bridge Elementary	2150 Jefferson Boulevard, Ogden UT 84401
Odyssey Elementary	375 Goddard Street, Ogden UT 84401
Polk Elementary	2615 Polk Avenue, Ogden UT 84401
Shadow Valley Elementary	4911 South 1500 East, Ogden UT 84403
Taylor Canyon Elementary	2130 Taylor Avenue, Ogden UT 84401
Wasatch Elementary	3370 Polk Avenue, Ogden UT 84403
Highland Junior High	325 Gramercy Avenue, Ogden UT 84404
Mound Fort Junior High	1400 Mound Fort Drive, Ogden UT 84404
Mount Ogden Junior High	3260 Harrison Boulevard, Ogden UT 84403
Ben Lomond High	1080 Ninth Street, Ogden UT 84404
Ogden High	2828 Harrison Boulevard, Ogden UT 84403

ATTACHMENT A
Certification of Proposal
(Must be submitted with RFP to be considered responsive)

We have read the Request for Proposal (“RFP”) herein issued by the Ogden City School District (“the District”) and fully understand its intent. We certify that we have adequate personnel and resources to fulfill all proposal requirements. We further understand that our ability to meet the criteria and provide the required products and services shall be judged solely by the District.

We further certify that, since the receipt of this RFP, no contact, discussion, or negotiation have been made, nor will be made, regarding this proposal with any Ogden City School District employee or School Board Member other than the listed contact person in the RFP. We understand that any such contact could disqualify this proposal.

We further certify that we are properly licensed to conduct business within the scope of this RFP in the State of Utah.

We agree to hold the pricing and costs consistent with our proposal with an allowance for minimal periodic increases/decreases to cover market fluctuations.

We certify that all schedules and addenda contained herein shall be considered part of the entire RFP response and that the complete document submitted shall be considered a legally binding document.

Certified by:

Individual or Vendor Name

Signature

Date

Printed Name

Title

Email

Telephone Number

ATTACHMENT B
Conflict Of Interest Statement and Disclosure
(Must be submitted with RFP to be considered responsive)

Pursuant to Utah Code Annotated §31A-23a-401, and §31A-23a-501, as part of this Request for Proposal (“RFP”), a conflict of interest statement is required to affirm that the respondent, firm, or any employee in your organization does not have a conflict of interest or potential conflict of interest.

Please review the following initial statement and sign:

“I hereby certify that neither I nor any member of my organization has a material, personal, or financial interest in or fiduciary relationship to the Board of Education, Ogden City School District, and/or District employees who have work related interest or responsibilities to the services requested in this RFP.”

Individual or Vendor Name

Signature

Date

Printed Name

Title

ATTACHMENT C
Price Sheet

Company Name:

Authorized Representative:

Explanation: The pricing for ½ pint aseptic milk is per case. The pricing for other dairy products is per each.

Item Quoted	Price	Per (Case or Each)
FF White Aseptic Milk ½ pint chug or carton 50/case		
1% White Aseptic Milk ½ pint chug or carton 50/case		
FF Chocolate Aseptic Milk ½ pint chug or carton 50/case		
FF Strawberry Aseptic Milk ½ pint chug or carton 50/case		
1% Gallon		
1% Buttermilk ½ gallon		
2% Cottage Cheese 5#		
18% Sour Cream 5#		

Additional charges (if applicable)	Fee For Service	Per (Hour/Other)
Description:		

ATTACHMENT D
Sample Standard Agreement
An Agreement For Child Nutrition Program Dairy Product Contract

This Standard Agreement (“Agreement”) is hereby made and entered into this _____ day of June, 2021, by and between the Ogden City School District (“District”) and _____ (“Contractor”). For the purposes of this contract District and Contractor may be referred to collectively by the term “parties”.

The District and Contractor agree as follows:

1. Retention as Contractor:

The District hereby retains the Contractor, and the Contractor hereby accepts such engagement to perform the services described in Paragraph 2. The Contractor warrants it has the necessary qualifications, certifications, licenses, experience and facilities to properly perform said services. This agreement is not intended and shall not be construed to create any right or impose any duty, expressly or by implication, in favor of any person or entity who is not a direct party to this Agreement. All services and extra services to be performed by the Contractor pursuant to this Agreement will be performed for the exclusive use and benefit of the District. No other person or entity is entitled to use or rely upon any such services or the information or reports generated by the Contractor as a result of such services unless expressly authorized by the District.

2. Description of Services

The Contractor must deliver the following dairy products to each of the school locations listed.

Item Quoted	Price	Per (Case or Each)
FF White Aseptic Milk ½ pint chug or carton 50/case		
1% White Aseptic Milk ½ pint chug or carton 50/case		
FF Chocolate Aseptic Milk ½ pint chug or carton 50/case		
FF Strawberry Aseptic Milk ½ pint chug or carton 50/case		
1% Gallon		
1% Buttermilk ½ gallon		
2% Cottage Cheese 5#		
18% Sour Cream 5#		

School	Location
Special Ed PreSchool	1950 Monroe Boulevard, Bldg 7, Ogden UT 84401
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Ogden High	2828 Harrison Boulevard, Ogden UT 84403

Professional services provided by the Contractor under this Agreement will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor's same profession currently practicing in the same locality under similar circumstances.

3. Compensation and Payment

All payments shall be made within thirty (30) calendar days after the Contractor has provided the District with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the District. Statements shall be made nor more frequently than on a monthly basis, and should describe the work performed, including a list of man-hours by personnel classification, if billing is on a per hour basis.

4. Extra Services

Any extra services must be approved in writing by the District. Payment for such extra services will be in an amount mutually agreed to by both parties in advance of the Contractor performing any such extra services, no liability and no right to claim compensation for such extra services or expenses shall exist.

5. Services by the District

The District will make available for the Contractor's review all available information regarding information and conditions or requirements that may be relevant to or affect the services to be performed under this Agreement, including, but not limited to, information the District knows, assumes or may suspect in relation to hazardous or potentially hazardous substances or wastes. The District will immediately transmit to the Contractor any new information concerning the project that becomes available to it, either directly or indirectly, during the performance of this Agreement. The District agrees to render reasonable assistance as requested by the Contractor so the performance of the services under this Agreement may proceed without delay or interference. The Contractor will not be liable for any advice, judgment or decision based on inaccurate or incomplete information furnished by the District, and the Contractor shall not be required to investigate or evaluate the accuracy or completeness of any information furnished by the District.

6. Progress and Completion

The Contractor shall commence work on the discreet tasks to be performed within a reasonable period of time after receiving a request from the District. As each request will vary in scope, the District and the Contractor may establish a completion date at the beginning of each request for service.

7. Personal Services/No Assignment/Sub-Contractor

This Agreement is for professional services, which are personal services to the District. The following person is deemed to be a key member or employee of the Contractor firm, and shall be directly involved in performing or assisting in the performance of this work:

Mr./Ms. _____

Should this individual be removed from assisting in this contracted work for any reason, the Contractor will provide qualifications of a suitable replacement and a work plan detailing how tasks will be assigned. If the District finds the replacement unacceptable the District may terminate this Agreement.

8. Attorneys Fees

Should either party to this Agreement bring suit to enforce this Agreement, it is agreed that the prevailing party shall be entitled to recover its costs, expense and reasonable attorneys fees. A prevailing party is a party that shall have obtained a final judgment or order no longer subject to appeal. In the event of a settlement before final adjudication, both parties shall bear their own respective costs, expenses and reasonable attorney's fees, unless otherwise agreed. Any obligation set forth in this Agreement requiring one party to defend, indemnify and hold the other party harmless shall include payment by the indemnifying party of the indemnities' reasonable attorney's fees when and as incurred. Notwithstanding anything to the contrary, the District shall be fully liable for all collection fees or expenses incurred by the Contractor to collect any outstanding invoices.

9. Mitigation of Damages

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

10. Authorization

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

11. Entire Agreement Between Parties

Except for the Contractor proposals and submitted representations for obtaining this Agreement, with the exception of Attachment A, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

12. Term of Agreement

Unless sooner terminated as provided for herein, this agreement shall be effective from August 1, 2021 and shall run for an initial term of 1 year ending July 31, 2022. Upon completion of the initial term, this agreement shall be renewable for successive 4 year periods with the written consent of the Contractor and the District.

13. Notices

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, and addressed as follows:

TO: Ogden City School District
Attn: Ken Crawford, Director Support Services
1950 Monroe Boulevard, #209
Ogden, UT 84401

TO: (Contractor) _____
Attn: _____
Address: _____
City: _____ State: _____ Zip Code: _____

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CONTRACTOR:

Signature of Representative

Date

Printed Name

Title

OGDEN CITY SCHOOL DISTRICT:

Signature of Representative

Date

Printed Name

Title