

**Proposal Response Summary Form
RFP # 1936
2023 COMMODITY MEAT PROCESSING FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT**

Return original Response to RFP to:
**Mt. Diablo Unified School District
Purchasing Department
ATTN: RFP# 1936 Commodity Meat Processing
2326 Bisso Lane, Concord, California 94520**

- Unit prices shall be F.O.B. Destination or for the service rendered.
- Vendor shall honor RFP prices for ninety (90) days or for the stated contract period, whichever is longer.
- **Proposals due on Thursday, November 30, 2023 at 10:00 a.m.**

Documents to be submitted to make the RFP Proposal Packet:

- Proposal Response Summary Form & Service Level Agreement
- Price Sheet
- Non-Collusion Declaration
- Bidder's Statement Regarding Insurance Coverage
- Criminal Background Investigation/fingerprinting Certification
- Worker's Compensation Insurance Certificate
- Tobacco-Free Environment Certification
- Drug Free Workplace
- Equal Employment Opportunity Compliance Certificate
- Reference Form
- Questionnaire

Bidder hereby acknowledges receipt of *Addenda Number(s)* 1, _____, _____ and _____.

Company: Tyson Prepared Foods, Inc. for itself and on behalf of its affiliates, Tyson Sales & Distribution, Inc., Tyson Refrigerated Processed Meats, Inc., AdvancePierre Foods, Inc., and The Hillshire Brands Company (hereinafter collectively "Tyson")

Name & Title (print): Charles Boger, Sr. Director Pricing

Signature: _____

Date: 11/27/2023

**Service Level Agreement
RFP # 1936
2023 COMMODITY MEAT PROCESSING FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT**

PURPOSE

The Mt. Diablo Unified School District is seeking competitive quotes to provide district-wide commodity meat further processing.

OBJECTIVE

The Mt. Diablo Unified School District desires to enter into a twelve-month contract for District Wide USDA Commodity Meat further processing. The vendor shall provide all labor, materials, and necessary appurtenances to perform delivery at the MT. DIABLO UNIFIED SCHOOL DISTRICT Central Warehouse located at 2330 Bisso Lane, Concord, CA for the period of **January 1, 2024 to December 31, 2024, with possible 2 one-year extensions, for a possible total contract term of 3 years (1/1/25-12/31/25, and 1/1/26-12/31/26).**

BACKGROUND

The Mt. Diablo Unified School District is a K-12 public school district located in and around Concord, California, serving the educational needs of nearly 29,000 PreK-12 students. The District covers over 150 square miles, including the cities of Concord, Pleasant Hill, Clayton; portions of Walnut Creek, Martinez, and unincorporated areas including Lafayette, Pacheco, Pittsburg, and Bay Point. Mt. Diablo Unified School District is one of the largest school districts in the State of California, with over 50 school sites and programs.

The District has:

- High Schools – 5
- Continuation High School - 1
- Middle Schools – 9
- Elementary Schools – 28
- Alternative & Special Education Schools – 11
- Adult Education Centers - 2
- Central Kitchen – 1
- Central Food Warehouse - 1

SCOPE OF WORK

The vendor will work with the District to process raw USDA meat products, including chicken and beef, into finished products needed for the school meal program. The vendor will deliver to the Central Warehouse on an as needed basis. The meat products must be delivered in a clean and sanitary truck. A lift gate and pallets will be required.

Mt. Diablo USD will divert USDA commodities to the awarded vendor(s) on an annual basis. Vendor(s) will be required to use K12 and/or ProcessorLink or similar system to track the diversion and usage of pounds. Vendor(s) will offer Mt. Diablo USD a direct discount for the value of the commodities diverted to them, which will be the commercial price less the value of

the USDA commodities. When additional “excess” commodities are made available by the State of California, Vendor(s) may work with Mt. Diablo USD to take advantage of these offerings. Vendor must comply with all provisions outlined in section 250.36 of the Code of Federal Regulations, “End Product Sales and Crediting the Value of Donated Foods.”

AGREEMENT

Below are the details of the service expectations from the successful Bidder upon receiving the award for this RFP. Successful Bidder must understand and agree to the following levels of service if they are to enter into an agreement with Mt. Diablo Unified School District. It is very important that the Bidder understands that the District’s Commodity Meat Processing RFP not only includes the purchase of meat products, but includes service/delivery expectations that must be agreed to prior to entering into this agreement.

This is a one (1) year RFP from January 1, 2024 through December 31, 2024. With the possibility of two (2) one-year extensions, January 1-December 31, 2025 and January 1-December 31, 2026.

1. All meat products specified will be purchased from the successful Bidder select. The District reserves the right to add or remove as necessary due to school demand.
2. This proposal is for up to two times a week delivery.
3. District will place orders for specific amounts of products on a weekly basis. District and Bidder will work together to determine the order schedule. Online ordering system is preferred. Bidder will provide District with a point of contact available Monday-Friday during business hours.
4. Bidder, by submitting a RFP, shall specify product size, case count, and tie height pallet specifications. Containers must be sealed, labeled with product name, shelf life/best if used by date and storage requirements. Bidder shall include Product Formulation Sheets, Nutritional Analysis and Ingredients list which must be acceptable to the Food & Nutrition Services Department.
5. **All meat products shall meet Food & Nutrition standards (EAT REAL Undesirable Ingredients List [Exhibit B] set by the District Food Department.**
6. Advanced approval by Food and Nutrition Services Department Warehouse and Operations Manager or Designee must be obtained prior to substitutions being made. Items substituted must be priced as the same as the item the District would normally receive.
7. Annually, the successful Bidder shall submit a complete listing with usages of all products purchased by the District.
8. All invoices and statements shall be sent to: Mount Diablo Unified School District,

Attention: Food and Nutrition Services, 2330 Bisso Lane, Concord, CA 94520.

9. The District reserves the right to add or delete product; increase or decrease amounts; add or delete site locations.
10. Failure to meet these specifications shall entitle the District to cancel the contract with 30 day notice.

Central Food Warehouse Delivery

1. any products delivered which are damaged, crushed or questionable will be refused or shall be replaced immediately upon notification.
2. Bidder shall arrange a predetermined time for deliveries to the Central Food Warehouse by contacting the warehouse **Supervisor at 925-682-8000, ext. 3772.**
3. All pallets are to be picked up at the time of the next delivery.
4. All delivery tickets must be signed for by the authorized Supervisor or Warehouse Lead Worker on site. If the site Supervisor or Lead Worker is unavailable, a signature must be obtained from the Food Service office staff. Missed deliveries and/or shortages of delivery are unacceptable.
5. Deliveries must be made in a clean and sanitary truck. A lift gate and pallets may be needed for large loads.
6. Deliveries will be accepted during operational hours only. Attached and incorporated hereto as ***Exhibit A - Delivery Points.***
7. A duplicate of the signed invoice ticket shall be left at the delivery location at the time of the delivery. An itemized monthly statement must be sent to the District's Food and Nutrition Services Department. Quantities, item descriptions, unit prices and extended amounts must be shown on each invoice; this shall apply to all credits (credits must reference original invoice number and date received). The person receiving shall sign invoices and credits.
8. **Substitutions: Any substitutions need to be preapproved before delivery. Contact Food Services Warehouse and Operations Manager for substitution of items is: 925-825-7440 ext. 3772.** Product specifications are based on fresh produce and pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available. If proposing an alternate or "generic" item, please quote it in addition to the (brand requested) if possible. In any case, the District will be the sole judge as to whether the fresh produce are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.

14. The successful vendor shall take all necessary precautions as to not damage District premises or property when delivering food items. In case of damage, vendor shall make proper restitutions.
15. **Delivery Time/Prices.** Prices must be quoted on the basis of F.O.B. to place of delivery (“F.O.B. Destination”) as designated on the District purchase order. All prices are to be considered guaranteed prices and are not to be changed. Actual delivery of goods shall be coordinated with the District Office but shall not exceed the specified delivery time as provided by the Bidders on the RFP form. The District may reject all RFPs (regardless of price) that fail to meet delivery requirements.
 - a. No deliveries shall be made prior to the issuance of a purchase order. Purchase orders will be issued at a reasonable time in advance of the expected date of delivery of product/service. The District reserves the right to reject any delivery made before the issuance of a purchase order at the sole cost of the vendor.
16. **Payment.** Every attempt will be made to pay invoices within thirty (30) days of receipt of materials (NET 30). **Invoices** are to be rendered **on or after delivery** of merchandise. The District will make payments of 1/12th of the contracted amount per month. The District reserves the right to withhold payment until all items on purchase order have been received in good condition.
 - a. All materials delivered or correspondence related to a purchase order shall clearly show the item number specified on the individual District’s purchase order, the purchase order number, and be marked as to contents including quantity. Failure to comply will result in the District’s refusal of acceptance of the materials.

TERMS AND CONDITIONS:

- A. **AGREEMENT.** Submission of a signed RFP will be interpreted to mean Bidder hereby agree to all the terms and conditions set forth in all the pages of this Request for Proposals. Bidder’s signed RFP and the Mt. Diablo Unified School District’s written acceptance or purchase order shall constitute a contract.
- B. **ASSIGNMENT OF RIGHTS OR OBLIGATIONS.** Successful Bidder may not assign, transfer or sell any rights or obligations resulting from this RFP without first obtaining the specific written consent of the Mt. Diablo Unified School District.
- C. **AUTHORITY OF THE (MT. DIABLO UNIFIED SCHOOL DISTRICT).** Subject to the power and authority of the Mt. Diablo Unified School District as provided by law in this contract, the Mt. Diablo Unified School District shall in all cases determine the quantity, quality, and acceptability of the materials and supplies for which payment is to be made under this contract. The Mt. Diablo Unified School District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.
- D. **BIDDER AGREEMENT TO TERMS AND CONDITIONS.** Submission of a signed RFP will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the

pages of this solicitation.

- E. BRAND NAMES. Manufacturers' names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing items. The Bidder shall state the brand name and number
- F. BRAND SUBSTITUTIONS. Substitutes may be allowed where the replacement product is of equal or better quality and is reviewed and approved in writing by the district. If samples are requested by the Director of Food and Nutrition Services for this determination, they shall be submitted.
- G. CANCELLATION OF RFP. The Mt. Diablo Unified School District may cancel this RFP at any time.
- H. COMPLIANCE WITH OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the Mt. Diablo Unified School District harmless for any failure to so conform.
- I. COMPLIANCE OR DEVIATION TO SPECIFICATIONS. It is understood that the materials, equipment or services offered by the Bidder will meet all requirements of the specifications in this RFP.
- J. CONTRACTOR. The term "Contractor" refers to the party entering into a contract with the Mt. Diablo Unified School District as a result of this RFP.
- K. VENDOR'S EMPLOYEES/VEHICLES – All personnel working under this contract shall be identified by a distinct nameplate, emblem, patch or badge displayed on the outer garment in a visible location and approved by MT. DIABLO UNIFIED SCHOOL DISTRICT. All vehicles shall have the name of the contractor prominently displayed and must be currently licensed throughout the term of this contract. All personnel shall be qualified and properly trained to perform the work required under this contract as well as completing the Criminal Background Check. Vendor shall at all times furnish and maintain sufficient number of vehicles to perform the work of this contract. Trucks must be kept in good repair.
- L. DAMAGE. The Contractor shall be held responsible for any breakage or loss.
- M. INSURANCE REQUIREMENTS. Successful Bidder shall maintain insurance as specified in (Table 1). The successful Bidder must furnish the Mt. Diablo Unified School District with the Certificates of Insurance proving coverage as specified in (Exhibit 1) and naming the Mt. Diablo Unified School District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.
- N. RFP PRICE. The Mt. Diablo Unified School District will not be responsible for determining the logistics or capacities needed to comply with the delivery of goods.

O. RIGHTS RESERVED.

- a. **Rejection.** The Mt. Diablo Unified School District reserves the right to reject any or all RFP's or any part thereof, or to accept any RFP or any part thereof, or to waive any informality in any RFP, whenever it is deemed to be in the best interest of the Mt. Diablo Unified School District. The Mt. Diablo Unified School District also reserves the right to reject the RFP of any Bidder who has previously failed to perform adequately for the Mt. Diablo Unified School District or any other governmental agency.
- b. **Cover.** Should the successful Bidder fail to comply with the conditions of this RFP or fail to complete the required work or furnish the required materials within the time stipulated, the Mt. Diablo Unified School District reserves the right to purchase the materials in open market, or to complete the required work, at the expense of the successful Bidder.
- c. **Severability.** If any provision or any portion of any provision, of any contract resulting from this RFP shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

P. TERMS OF THE CONTRACT. The terms of the contract shall be limited to the terms herein unless expressly agreed otherwise in writing by the Mt. Diablo Unified School District.

Q. FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Mt. Diablo Unified School District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, pandemics, strikes and unusually severe weather.

R. FORMATION OF CONTRACT. Bidder's signed RFP and Mt. Diablo Unified School District's written acceptance shall constitute a binding contract.

S. ASSIGNMENT. The successful proposer shall not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, firm, or corporation without the previous consent in writing by the District.

T. CONTRACT TERM. It is the intent to award the contract(s) for an initial one-year period with the option to renew it for two, one-year periods for a possible total contract term of three years. The decision to renew the contract(s) will be at the sole discretion of the District and agreed upon by both parties.

U. Proposers must agree to fix contract fees for the first year. If the organization intends to revise its fee schedule after the initial one-year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90-day notice. These fees are subject to negotiation and approval by the District.

V. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall, at its own expense, hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all claims, demands, liability, loss, damage, expense, costs (including without limitation reasonable attorneys' fees and

costs of litigation) of every nature arising out of or in connection with all acts or omissions to act of Contractor or its officers, agents, or employees related to the performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

- W. INSURANCE. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless separately disclosed by Contractor in writing to the General Counsel of the District, and approved and confirmed in separate writing as acceptable by the District. See Exhibit 1 for limits and term details.
- X. INDEPENDENT CONTRACTOR This Contract is by and between District and vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between District and vendor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever.
- Y. The employees and agents of each party, shall, while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security and requirements.
- Z. LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Contra Costa, in State of California. The parties further stipulate that the county of Contra Costa, CA, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

PRICING

****See Pricing List Spreadsheet on MDUSD website for RFP# 1936:**


<https://mdusd.org.finalsite.com/departments/business-services/purchasing-warehouse/bid-information/non-construction-bids>

Complete Pricing List and submit with this Proposal, and email spreadsheet to McClanahanE@mdusd.org

Date: 11/27/2023

Company Name: Tyson

Address: 2200 Don Tyson Parkway, Springdale, AR 72762

Signature(in BLUE ink): 

Print Name: Charles Boger

Title: Sr. Director Pricing

MT. DIABLO UNIFIED SCHOOL DISTRICT:

District Address: 1936 Carlotta Drive, Concord, California 91519

Date: _____

Authorized Signature(in BLUE ink): _____

Print Name: Adrian Vargas

Title: Chief Business Officer

FOOD AND NUTRITION SERVICES & WAREHOUSE DEPARTMENT:

Contact Person, Title: Alexandra Emmott, Director

Warehouse and Office Address: 2330 Bisso Lane, Concord, California 94520

Email: EmmottA@mdusd.org

Phone: (925) 682-80000 Ext. 3775

RFP #1936 2023 Commodity Meat Pricing Sheet

*all products FULLY COOKED

			SY 2023-24		Tyson			
			Bidder Complete Please			\$ 561,044.32 TOTAL BID PRICE		
Item Description	Quantity		Bid Price Commodity	Bid Price Commercial	Indicate if the product is No Antibiotics Ever	Case Size if Different Than Listed in Column A	Extension	Product
Beef, Burger Steak, 100% Beef with only added seasoning, NO FILLERS, 3 oz p	1923	CS	\$ 39.75	\$ 55.02	No	100 servings / 18.75 cs wt	\$ 105,780.39	Commodity 10000096170 / Commercial 10000015030
Chicken, Whole Grain Breaded Breast Filet, Whole Muscle, 4 oz, 30 lb case	619	CS	\$ 86.04	\$ 126.10	No		\$ 78,100.65	10703000928
Chicken, Hot and Spicy Breast Filet, Whole Grain Breaded, 4 oz, 30 lb case	2013	CS	\$ 65.84	\$ 109.52	No		\$ 220,453.16	10703120928
Chicken, Sausage Patties 1.43 oz, 336 ct, 30 lb case	226	CS	\$ 52.61	\$ 110.54	No		\$ 24,960.65	10174430928
Chicken, Drumstick, Glazed Oven Roasted, 30 lb case, approximately 95 drums	613	CS	\$ 56.50	\$ 88.59	No		\$ 54,297.10	10264350928
Chicken Bites/Boneless Wings, Whole Muscle, Whole Grain Breaded, 30 lb case	516	CS	\$ 100.23	\$ 142.21	No		\$ 73,398.71	10000051698
Chicken, Pulled Dark and White, 10 lbs, approximately 60% white and 40% dark	110	CS	\$ 18.57	\$ 36.96	No		\$ 4,053.68	10460210928

****This pricing is for the SY 23/24 (Jan-June 2024)**

RFP #1936 2023 Commodity Meat Pricing Sheet

*all products FULLY COOKED

			SY 2024-2025		Tyson			
			Bidder Complete Please			\$ 576,121.16		TOTAL BID PRICE
Item Description	Quantity		Bid Price Commodity	Bid Price Commercial	Indicate if the product is No Antibiotics Ever	Case Size if Different Than Listed in Column A	Extension	Product
Beef, Burger Steak, 100% Beef with only added seasoning, NO FILLERS	1923	CS	\$ 39.75	\$ 55.02	No	100 servings / 18.75 cs wt	\$ 105,780.39	Commodity 10000096170 / Commercial 10000015030
Chicken, Whole Grain Breaded Breast Filet, Whole Muscle, 4 oz, 30 lb case	619	CS	\$ 86.04	\$ 129.68	No		\$ 80,317.94	10703000928
Chicken, Hot and Spicy Breast Filet, Whole Grain Breaded, 4 oz, 30 lb case	2013	CS	\$ 65.84	\$ 113.41	No		\$ 228,283.35	10703120928
Chicken, Sausage Patties 1.43 oz, 336 ct, 30 lb case	226	CS	\$ 52.61	\$ 115.70	No		\$ 26,125.81	10174430928
Chicken, Drumstick, Glazed Oven Roasted, 30 lb case, approximately 60% white and 40% dark	613	CS	\$ 56.50	\$ 91.45	No		\$ 56,050.00	10264350928
Chicken Bites/Boneless Wings, Whole Muscle, Whole Grain Breaded, 10 lbs, approximately 60% white and 40% dark	516	CS	\$ 100.23	\$ 145.95	No		\$ 75,329.03	10000051698
Chicken, Pulled Dark and White, 10 lbs, approximately 60% white and 40% dark	110	CS	\$ 18.57	\$ 38.61	No		\$ 4,234.65	10460210928

****This pricing is for SY 24/25 July-Dec 2024**