

UNIVERSITY OF CALIFORNIA SANTA CRUZ

**REQUEST FOR QUOTES
ORGANIC PRODUCE
JULY 20, 2005**

SECTION I: GENERAL INSTRUCTIONS

The University of California Santa Cruz requests your quote for local, sustainably grown, organic produce.

Organization of this Request for Quote:

SECTION I:	GENERAL INSTRUCTIONS
SECTION II:	VENDOR INSTRUCTIONS
SECTION III:	TERMS AND CONDITIONS
SECTION IV:	REQUIREMENTS & SPECIFICATIONS
SECTION V:	VENDOR RESPONSE FORM (<i>TO BE RETURNED</i>)
APPENDIX A:	UNIVERSITY STANDARD TERMS AND CONDITIONS
ATTACHMENT 1:	PRICE QUOTE FORM

University Contacts

RFQ Process Questions:

If you have any questions concerning this Request for Quote, please contact Yvonne Macon, Buyer, in Central Purchasing at (831) 460-3092, or email at yjmacon@ucsc.edu.

Submission of Quote

Sealed quote must be received by Wednesday July 27, 2005 on the authorized "Vendor Quote Response Form." Send or deliver bids to:

UNIVERSITY OF CALIFORNIA
Central Purchasing
1156 High Street
Santa Cruz, CA 95064
Attn: Yvonne Macon

Scope

UCSC Dining Services, in collaboration with the The Center for Agroecology and Sustainable Food Systems (CASFS), wishes to establish a 'research supportive' long term contractual relationship with a farmer cooperative to provide fresh, locally grown, sustainably produced, organic produce to the University Dining Services Department, consisting of five residential dining commons, two cafes, four coffee kiosks, and two Catering locations.

It is the intent of UCSC Dining Services to continue purchasing its conventional produce and needed 'back-up' organic produce from our primary produce supplier. A percentage has been targeted for the purchase of organic produce which meets the specifications listed in this RFQ. Based on prior year's usage and the projected produce needs of a new facility, University Dining Services estimates the annual expenditures, for organics, to be approximately \$85,000. This figure is an estimate to assist in preparing your quotation, and should not be construed as a guaranteed volume.

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Contract Period

Any contracts resulting from this request will be established for an initial period of one (1) year commencing with service on or before August 20, 2005. Upon successful completion of the initial service period, the University reserves the right to renew the contract at the same terms and conditions or to re-negotiate mutually agreeable terms and conditions for each additional one (1) year period.

Pricing

It is the normal practice of University Dining Services to request a 'cost plus' pricing program for its produce purchases, based on a vendor's 'landed costs'. However, it is noted that the local organic market does not practice the utilization of standardized, weekly, market base prices. For this reason, it is the desire of the University to establish fixed pricing on a biannual basis, to cover the two main growing seasons (spring-summer, fall-winter). Prices and planting requests are to be negotiated twice yearly, allowing adequate time for the agreement process and research, prior to the season's planting.

Note: for the purpose of comparison only, this RFQ will request market pricing for the week of the RFQ's release, as well as, the fixed pricing for the fall/winter season.

Evaluation of Quotes

1. *Selection of a final vendor will be based on the quote, which best meets the business needs of the University, the ability to fulfill departmental goals, and total cost. Award shall be to the responsive and responsible respondent whose solution meets the maximum number of University needs and requirements as detailed in the following sections, and in a cost efficient manner.*
2. The written RFQ solution narrative responses offered by the vendor will be evaluated by a selection committee using predetermined criteria summarized below in the "Evaluation Criteria Worksheet Summary" and the more detailed descriptions listed below it, Section IV items 1 through 7.
3. Bidders shall present adequate information to address each criterion- either by presenting published feature and specification literature or by specific criteria by criteria written response. It is the responsibility of the vendor to provide clear, accurate and non-contradictory information for our analysis. If the Vendor Response meets the elements of compliance, we will continue by evaluating the quoted pricing (Attachment A).

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SECTION II: INSTRUCTIONS TO RESPONDENTS

1. RFQ Responses shall be enclosed in a sealed envelope marked, "QUOTE FOR ORGANIC PRODUCE, JULY 2005 and must be RECEIVED by the Purchasing Office, UCSC, 1156 High Street, Santa Cruz, CA. 95064, Attn: YVONNE MACON, no later than 5:00 PM, JULY 27, 2005.

Note: An electronic copy may be sent in substitution, by the date and time due, but the original and copy must follow within one week of the due date. Send to yjmacon@ucsc.edu.

2. An electronic Microsoft Word file of this RFQ is being provided for use by all solicited vendors. The electronic file is for vendor formatting convenience only. RFQ Responses ***must be submitted in hard copy form with original signature. We cannot accept only an electronic return at this time.***
3. The original and (1) copy of the quote and attachments must be submitted.

The quotes must be signed, complete and submitted in the format and order of the RFQ as outlined and numbered in "Section IV: Requirements and Specifications." Respondents should order and reference their bid discussion to be consistent with the specific subsections of Section IV.

4. All information required in "Section V, Vendor Response Form," must be submitted on that form, complete and signed by the appropriate company official.
5. Rejection of Quotes:

The University reserves the right to reject any or all quotes received and to waive any informality or minor defects in quotes received.

The University may, at its sole option, reject the quote and re-solicit, in the event that no RFQ is judged to be acceptable to the University.

The University reserves the right to reject, as unresponsive, any offer not containing all requested information.

6. Prior to any quote being accepted, the respondent must demonstrate compliance with all quotation specifications for such products and services. The burden of proof of compliance with this specification is the responsibility of the respondent.
7. The University reserves the right to negotiate with the apparent successful vendor prior to issuance of the award any contract in whole or in part, which may result from this Request for Quote.
8. Under Government Code Section 6252 *et seq.* (the Public Records Act), the University must disclose your response because it meets the definition of a "public record." The only exception to this required disclosure is information, which fits the definition of a trade secret [Government Code Section 6254(k)]. A trade secret is generally defined as a formula, pattern, device, or compilation of information which is used in one's business and which gives one an opportunity to obtain an advantage over competitors who did not know or use it. A trade secret may be withheld from disclosure under the Public Records Act only if it is, indeed, a secret.

In your response, the top of each sheet of such information defined as a trade secret must be marked:

"TRADE SECRET-DO NOT DISCLOSE."

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In no event may the entire response be considered a trade secret.

The University will make available, as required by the Public Records Act, your quotation response, with the exception of items, which fit the definition of trade secrets.

If there is any challenge to the University withholding of information on the basis of trade secret, respondent shall bear any legal costs associated with the defense of the withholding of that information.

SECTION III: TERMS AND CONDITIONS

**Standard University of California Terms and Conditions of Purchase Apply
See contents of University of California Appendix A, attached.**

The terms and conditions applicable to any resulting contract are those contained herein and those contained in Appendix A only. Any different or additional terms contained in Seller's purchase order acknowledgment or other document, are unacceptable to the University and are hereby rejected.

Exception: System software licensing requirements must be submitted with the RFB response. The software license shall be subject to review, possible modification, and acceptance by the University.

Exceptions to the terms and conditions required by statute or regulation must be submitted with the RFB response. Indicate the Article of Appendix A and the term and/or condition of which exception has been taken, cite and list the applicable governing status or regulation, and provide the replacement term and/or condition. Such submittal shall be subject to review and concurrence by the University.

Payment

The University generally issues payment to vendor approximately thirty (30) days after receipt of an accurate invoice. A Payment Schedule is provided in the Vendor's Response form for specific payment terms including prompt or progress payment discounts.

Insurance

Vendor shall provide a certificate of insurance to the limits of attached "Appendix A" prior to the commencement of any on campus installation or work.

Right to Cancel

Termination for Cause – If either party breaches a material provision of this Agreement ("Cause," the non-breaching party shall give the other party written notice of such Cause). If the Cause is remedied within thirty (30) days, the notice shall be null and void. If such Cause is not remedied within the specified period, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

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University Termination for Convenience – The University may, by giving one hundred-twenty (120) days written notice stating the extent and effective date, cancel and/or terminate this Agreement for convenience in whole or in part, at any time.

University Termination for Non-Compliance to Health or Safety Regulations – The University has the right to terminate the Agreement, without further obligation to the Vendor, upon three (3) days written notice in the event the Vendor fails to comply with any recommendation from Environmental Health and Safety, or any applicable state or local governmental health and sanitation regulations relating to food or beverage handling, transport, or storage under the Vendor’s control and authority.

In the event of any bodily injury or death or claim for liability for bodily injury or death rising out of the Vendor’s failure to comply with any applicable health or safety regulation in the performance of this Agreement, the University shall have the absolute right, without any further obligations to the Vendor, to terminate this Agreement upon three (3) days written notice and/or to suspend the Vendor’s food and beverage service operations under this Agreement, until the University, in its sole opinion, is satisfied that the Vendor has instituted all appropriate safeguards to prevent the recurrence of the violation of the health or safety regulation. Contractor hereby agrees that the University shall have no liability to the Vendor for exercising the University’s rights under this paragraph.

SECTION IV: REQUIREMENTS & SPECIFICATIONS

This section provides detailed information pertaining to the requirements and specifications of this RFQ. Attention to the itemized requirements is important, as they provide the specific terms, to which you are agreeing, when you complete the “Evaluation Criteria Worksheet Summary” below. They also, in combination with your Narrative, Attachment 1, and Section V, will be part of your completed return.

Quote shall be evaluated based on its compliance to the following requirements and specifications

- A. REQUIREMENTS: ***ALL quotes*** submitted must meet the following requirements. Placement of a “yes” in the column marked “compliance” certifies that your submittal will meet the individual specification/requirement indicated in the section below (items 1-7). If you have placed a “no” answer in the column, you must provide an elaboration that will sufficiently mitigate the negative response, in order to be considered as ‘in compliance’ with the requirement.

Submitted quote is in compliance Yes/No	<i>EVALUATION CRITERIA WORKSHEET SUMMARY</i> Criteria
	QUOTE FOR ORGANIC PRODUCE
Yes	Complete return, as outlined in Section V, Subsection 1
Yes	Qualify as a Farmer Cooperative whose business structure will reflect a ‘Single Entity’ for the purpose of conducting business with the University. Item 1
Yes	All farms within the ‘Cooperative’ (both present and future) agree to a collaborative relationship with UCSC Center for Agroecology and Sustainable Food Systems for the purpose of supporting field research. Item 2
Yes	Farmer/Members of the ‘Cooperative’ (both present and future) meet the specifications, as defined below in Item 3, a b & c.
Yes	Are able to, and agree to comply with all requirements concerning ordering, invoicing, and reports, as outlined in Item 4.
Yes	Are able to and agree to, delivery requirements as outlined in Item 5 , and agree to work with UDS management when adjustments must be made.
Yes	Agree to Sales Representation that will provide the services as listed in Item 6.
Yes	Are able to limit shortages to the percentages listed in Item 7 and will notify each ordering unit, of any shortages or substitutions per the requirements.

1. Farmer Cooperative/Single Entity – To achieve the UDS goal of direct purchases from local sustainable sources, the select vendor must be a Farmer Cooperative whose business structure allows it to function as a ‘single entity’. The University will view the vendor as such for all transactions and deliveries. All insurance, order forms, and business processes (as they relate to doing business with the University) will reflect this structure.

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2. Research Supportive – All farmer/members of the Selected Cooperative, must agree to collaborate with the UCSC Center for Agroecology and Sustainable Food Systems and to help facilitate field research on their farms. A single point of contact must be provided to assist in these arrangements, when needed.

3. Sustainability Criteria – All farms, utilized to provide product, must meet the following criteria:
 - a. **Local** – Must be within a 250 mile radius of the University.

 - b. **Organic** – Must be CCOF certified or equal. The vendor will be expected to provide its updated certification(s) on an annual basis.

 - c. **Employment Practices** – vendor must conform to all applicable state, federal, and local laws, as well as, provide a ‘Worker Supportive’ environment. Worker Supportive is defined as including one or more of the following:
 - *Programs* - that provide training, education, advancement, and/or childcare

 - *Living Wage* - defined as union or prevailing wage

 - *Benefit Packages* - that would be typical of a unionized workforce in this specific industry.

4. Ordering/Invoicing/Reports

a. Orders - will be placed by phone or via the web (if available) by Noon, the day before delivery, e.g. Tue by noon for Wed, etc Product lists with pricing should be emailed 3 times, weekly, to Unit managers and our Food Pro Coordinator. These lists should not be from the individual farms, but represent the offerings of the Cooperative as a whole.

b. Invoices - As of July 1, 2005, UCSC will require that separate accounts be established for each dining unit. This may or may not, match the number of physical stops being made, however, you will be notified as to the Blanket Purchase order number that should be used for each unit or stop (e.g. you may receive eight (8) orders from eight locations, but only be billing to seven Blanket Order numbers. This would be due to the fact that two of the café ‘stops’ were both part of the retail division and would be billed to the retail Blanket Purchase Order number). All invoice delivery slips must be signed by an authorized person at time of delivery and reflect item delivered, amount, and price. Monthly (or bimonthly) summary statements, with matching invoice copies attached, should be submitted to accounting for payment. If we are not in possession of all invoices, accounting will request a faxed copy (from you) of those (signed) missing invoices, so as to expedite payment.

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c. Reports - Usage reports, in a mutually agreeable format, must be supplied on an as needed basis, weekly, monthly, quarterly, or yearly. Product lists or invoices must show the farm of origin to insure it meets our sustainability criteria of Organic, Local (250 mile radius), and sustainable.

5. Deliveries – UCSC requires delivery three (3) days per week, Monday, Wednesday, Friday.

Deliveries shall be between the hours of 5:00am and 7:00am (times and locations are subject to change). Product would be delivered to six locations and may increase with the addition of new venues. *Note: The Cooperative is viewed as a single entity for the purpose of delivery.*

UCSC cannot accept multiple deliveries, from various farmers.

6. Sales

a. Inside Sales Representation - An inside sales person must be assigned to handle the University account. This person must be readily accessible by telephone and available during normal business hours.

b. Outside Sales Representation - the vendor must provide a sales representative, on an "as needed" basis, who will be responsible for the following services:

- b.1 Providing product information regarding new items for the end user.
- b.2 Assisting the Purchasing, Accounts Payable, and Dining Services Department in resolving customer service problems or billing problems.
- b.3 Providing educational instruction during special events or meetings, when requested by Dining Services.
- b.4 Answering questions regarding the various products and/or services provided.
- b.5 Detailing new products to end users and integrating those items into the order sheets.
- b.6 Provide on-site assistance for special theme dinners to help display and promote local, organic farming.
- b.7 Serve as the primary point of contact for the establishment or renegotiating of any pricing or pricing structures and to provide the University with the following information:
 - Product Availability List, emailed to Unit managers 3 xs weekly, with pricing.

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- Provide Seasonal Lists with price quotes, 1 month in advance. (Price quotes will depend on price structure. We may request base pricing of previous month).
- Work with Executive Chef and Catering Manager to plan menus around crop availability, a minimum of one month in advance. Where possible, work with Executive Chef and Catering Manager to request specific planting cycles for desired product.

7. Shortages – Must be held to a minimum of 6%. All substitutions must be approved prior to delivery and communicated one full day in advance.

SECTION V: VENDOR QUOTE RESPONSE FORM

The original and one (1) copy, with all required attachments and signatures, shall be enclosed in an envelope clearly marked Organic Produce RFQ, July 2005 and delivered by 5:00 pm, July 27, 2005 to:

UCSC Purchasing Office
1156 High Street
Santa Cruz, CA 95064
Attn: Yvonne Macon

Note: An electronic copy may be sent in substitution, by the date and time due, but the original and copy must follow within one week of the due date. Send electronic version to yjmacon@ucsc.edu.

QUOTES SHALL BE VALID FOR NINETY (90) DAYS FROM RECEIPT OF THIS RFQ.

BUSINESS NAME:	ALBA Organics
BUSINESS ADDRESS:	P.O. Box 6264
	Salinas, CA 93912
TELEPHONE/FAX:	(831) 758-5958 / (831) 758-5315

1. COMPLETE RETURN

The following documents constitute a complete and valid return:

- A. A completed “Vendor Quote Response Form” (Section V), including, insurance coverage acceptance, and payment terms.
- B. A completed “Price Quote Form” (**Attachment 1**) **Note: All prices shall be included only on the provided “Price Quote Form”.**
- C. Any narrative covering the requirement categories appearing in **Section IV**. Requirements & Specifications should be clearly marked to reference the sub-sections in this section.
- D. The original copy of Section IV with CRITERIA WORKSHEET SUMMARY acknowledged and complete.

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2. INSURANCE REQUIREMENT

If awarded this contract, Contractor agrees to provide the insurance indicated in attached "Appendix A" prior to commencement of any work on university premises.

3. PAYMENT TERMS

State exact payment schedule, including any prompt or progress payment discounts:

_____ % _____ Days, Net 30

4. SIGNATURE REQUIRED BY A DULY AUTHORIZED COMPANY/COOPERATIVE REPRESENTATIVE

The undersigned, upon acceptance, agrees to furnish the following in accordance with the specifications, terms and conditions of this University of California Santa Cruz, "Organic Produce RFQ, July 2005" at the prices indicated herein:

I hereby declare under penalty of perjury that no information requested has been omitted and that all the information provided is true and correct.

Signature of Authorized Representative

Executive Director _____ /Date **July 27, 2005**
Title

Agriculture & Land Based Training Association / ALBA Organics _____
Company