



**REQUEST FOR PROPOSALS (RFP)**

**CARDBOARD BOXES FOR THE  
LOS ANGELES REGIONAL FOOD BANK**

**RFP# 24-11-14-0001**

RFP Posting Date: November 14, 2024

Proposal Due Date: December 13, 2024

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## **1.01 Definitions**

Definitions - as used herein.

The terms "Bid" or "Proposal" mean an offer to perform the work described in the Request for Proposals at the fixed unit price specified in accordance with the terms and conditions of the solicitation.

The term "Box" or "Boxes" refers to the cardboard boxes meeting all of the specifications as described in section 1.03 Scope of Service

The term "Bidder" or "Bidders" means a commercial cardboard box vendor or commercial cardboard box vendors submitting a bid in response to this Request for Proposal.

The term "CFR" means Code of Federal Regulations.

The term "Food Bank" refers to the Los Angeles Regional Food Bank.

The term "Programs" means the Commodity Supplemental Food Program (CSFP) set forth in the Code of Federal Regulations, 7 CFR Part 247 and other non-government programs operated by the Los Angeles Regional Food Bank.

The term "Request for Proposal" or "RFP" means the document soliciting bids through the formal advertising method of procurement. The contract will be awarded to the responsible firm whose proposal is most advantageous to the Sponsor, with the price and other factors considered.

The term "Winning Bidder" shall refer to the Bidder awarded the contract by the Food Bank for providing services as described under the RFP.

## 1.02 Procurement Objective & Important Dates

The purpose of this RFP is for the Food Bank to solicit proposals to establish a contract through competitive negotiations for the procurement of corrugated cardboard boxes to administer and operate the Programs in Los Angeles County.

Through the Commodity Supplemental Food Program, which is annually funded by the US Department of Agriculture (USDA), food insecure and otherwise eligible persons are able to receive monthly or bi-monthly food boxes that include items from various USDA food categories. The Food Bank also operates other non-government programs which are intended to address food insecurity in Los Angeles County.

The initial contract term will be for a 12-month period, beginning January 2, 2025, and ending December 31, 2025 (“Initial Term”). The Food Bank reserves the option to renew the terms of the selected proposal for subsequent 1-year terms on an annual basis for two (2) additional years following the expiration of the Initial Term with any proposed price adjustments based on the applicable Consumer Price Index.

Deadline for submitting questions: Tuesday, November 26th, 2024 by no later than 12:00 PM (Pacific Standard Time) via email to both Terrence Brown, Director of Operations & Inventory Control for the Food Bank at [tbrown@lafoodbank.org](mailto:tbrown@lafoodbank.org) and Gloria Quintero, Production Manager for the Food Bank at [gquintero@lafoodbank.org](mailto:gquintero@lafoodbank.org).

Proposal Due Date & Time: Friday, December 13, 2024 by no later than 4:00 PM (Pacific Standard Time). See section 1.06 “Submission of Bids” for further information.

### Summary of Important Dates:

Activity	Date
Posting of Request for Proposal	November 14, 2024
Deadline to Submit Questions	November 26, 2024
Proposals Due	December 13, 2024
Proposal Evaluation	December 16, 2024 – December 20, 2024
Award Contract by	December 23, 2024

### 1.03 Scope of Service

1. The Winning Bidder shall provide the Food Bank with following types of cardboard boxes that meet all of their respective specifications:

a. **Type 1: Dimensions (in inches): 18” length x 12” width x 7.5” depth**

- 1) Regular Slotted Container (RSC) Design
- 2) Singlewall corrugated cardboard combination of 33/23/33 with virgin inner and outer liners
- 3) C Flute
- 4) Edge Crush Test (ECT) strength of 32 lbs. per inch
- 5) Gross weight limit of 65 lbs.
- 6) Size limit of 75 lbs.
- 7) Logo: Each box shall have the Food Bank’s logo printed along each length side. The size of the logo on each length side shall be exactly (in inches): 6.5” length x 8.5” width.
- 8) Certification Seal: Each box shall have the box manufacturer’s certification seal containing at least the ECT, size limit, gross weight limit, and an attestation that the singlewall box meets all construction requirements of the applicable freight classification.

b. **Type 2: Dimensions (in inches): 13” length x 10.5” width x 6.5” depth**

- 1) Regular Slotted Container (RSC) Design
- 2) Singlewall corrugated cardboard combination of 33/23/33 with virgin inner and outer liners
- 3) C Flute
- 4) Edge Crush Test (ECT) strength of 32 lbs. per inch
- 5) Gross weight limit of 65 lbs.
- 6) Size limit of 75 lbs.
- 7) Logo: Each box shall have the Food Bank’s logo printed along each length side. The size of the logo on each length side shall be exactly (in inches): 5.5” length x 7.5” width.
- 8) Certification Seal: Each box shall have the box manufacturer’s certification seal containing at least the ECT, size limit, gross weight limit, and an attestation that the singlewall box meets all construction requirements of the applicable freight classification.

c. **Type 3: Dimensions (in inches): 15” length x 12” width x 6.5” depth**

- 1) Regular Slotted Container (RSC) Design
- 2) Singlewall corrugated cardboard combination of 33/23/33 with virgin inner and outer liners
- 3) C Flute
- 4) Edge Crush Test (ECT) strength of 32 lbs. per inch
- 5) Gross weight limit of 65 lbs.
- 6) Size limit of 75 lbs.

- 7) Logo: Each box shall have the Food Bank's logo printed along each length side. The size of the logo on each length side shall be exactly (in inches): 5.5" length x 8.5" width.
- 8) Certification Seal: Each box shall have the box manufacturer's certification seal containing at least the ECT, size limit, gross weight limit, and an attestation that the singlewall box meets all construction requirements of the applicable freight classification.

d. **Type 4: Dimensions (in inches): 18" length x 12" width x 9" depth**

- 1) Regular Slotted Container (RSC) Design
- 2) Singlewall corrugated cardboard combination of 33/23/33 with virgin inner and outer liners
- 3) C Flute
- 4) Edge Crush Test (ECT) strength of 32 lbs. per inch
- 5) Gross weight limit of 65 lbs.
- 6) Size limit of 75 lbs.
- 7) Logo: Each box shall have the Food Bank's logo printed along each length side. The size of the logo on each length side shall be exactly (in inches): 5.5" length x 8.5" width.
- 8) Certification Seal: Each box shall have the box manufacturer's certification seal containing at least the ECT, size limit, gross weight limit, and an attestation that the singlewall box meets all construction requirements of the applicable freight classification.

2. The Winning Bidder shall provide the Boxes in the following quantities:

- a. **Type 1 (18L x 12W x 7.5D)**: Approximately 16,800 Boxes per truckload delivered every two (2) calendar weeks on 28 pallets. Quantity subject to change depending on the needs of the Food Bank. Food Bank agrees to provide prior notice as reasonably practicable for any changes in quantities. Winning Bidder certifies that it is able to fulfill last minute orders as needed.
- b. **Type 2 (13L x 10.5W x 6.5D)**: Approximately 17,425 Boxes per truckload delivered every two (2) calendar weeks on 30 pallets. Quantity subject to change depending on the needs of the Food Bank. Food Bank agrees to provide prior notice as reasonably practicable for any changes in quantities. Winning Bidder certifies that it is able to fulfill last minute orders as needed.
- c. **Type 3 (15L x 12W x 6.5D)**: Approximately 15,750 Boxes per truckload delivered one (1) time per calendar month on 27 pallets. Quantity subject to change depending on the needs of the Food Bank. Food Bank agrees to provide prior notice as reasonably practicable for any changes in quantities. Winning Bidder certifies that it is able to fulfill last minute orders as needed.
- d. **Type 4 (18L x 12W x 9D)**: At least 10,000 Boxes per truckload delivered one (1) time per calendar month. As needed on an ad hoc basis. Food Bank agrees to provide prior notice as reasonably practicable for order placements or any changes in quantities. Winning Bidder certifies that it is able to fulfill last minute orders as needed.

3. The Winning Bidder shall deliver the Boxes, in the quantities as described in this section, as follows:
  - a. The Winning Bidder shall provide the Food Bank with a delivery receipt at the time of delivery containing the delivery date, number of units delivered, and the order number.
  - b. The Winning Bidder shall deliver the requisite quantity of Boxes in an enclosed hard bodied vehicle within the time frame listed below to the following address:
    - 1) Loading Dock at 2300 Pellissier Place, City of Industry, CA 90601.
  - c. Any and all deliveries must be scheduled between the hours of 8:00 am to 1:00 pm, Pacific Standard Time, from Monday through Friday.
  - d. Deliveries shall not be made on the following Holidays or on the Observance of the following Holidays: New Year's Day, Martin Luther King Jr Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas.

## **1.04 Evaluation Criteria**

The Food Bank intends to select a proposal from the most responsible Bidder whose Proposal or Bid, conforming to all of the requirements in the RFP, is the most advantageous to the Food Bank, price and other factors considered. Award will be made to the Bidder that provides a Bid that it determined to provide the best value to the Food Bank.

The following criteria will be used to evaluate all Bids and proposals that meet the requirements of this RFP.

- a. Price;
- b. Experience and reputation of the Bidder;
- c. The Bidder's past performance under similar contracts (if applicable);
- d. The quality of the Bidder's product(s) and service(s);
- e. The Bidder's ability to meet technical and administrative requirements;
- f. Other criteria that are relevant for purposes of identifying the Proposal or Bid that is most advantageous and provides the best value to the Food Bank.

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.

If a Bid or Proposal does not comply with all of the requirements under this RFP, that Bid or proposal may be considered incomplete for evaluation purposes and no further consideration may be given to that Bidder's proposal.

The Food Bank reserves the right to reject any or all bids when there is sound documented business reason in the best interest of the Programs. The Food Bank also reserves the right to waive informalities and minor irregularities in bids received.

The Food Bank reserves the right to request and obtain additional information from any Bidder submitting a Proposal.



### **1.05 Required Contents in the Proposals**

1. Cover sheet, limited to one page, to include the name, title, and contact information for the point of contact authorized to negotiate and sign on behalf of the Bidder (include phone number and email address).
2. Fully executed copies of the signatory page on the “Acceptance of Bid” (see section 1.09).
3. A price quote for the type and quantity of items, as detailed in section 1.03 (“Scope of Services”), for the contract term of January 2, 2025 to December 31, 2025. The Bidder's price quote must include an itemized breakdown of all costs associated with furnishing and delivering all materials and for performing all work required under the contract in a complete and acceptable manner.
4. A current and valid copy of the Bidder’s Business Tax Registration Certificate issued by the City of Los Angeles.
5. A current and up-to-date copy of the Bidder’s Certificate of Insurance showing evidence of Commercial General Liability Insurance.
6. The Bidder shall deliver five (5) product samples of each type of Box listed in section 1.03 (“Scope of Services”), at no additional cost to the Food Bank, to the person and location listed below, by no later than December 13, 2024, for technical acceptability determination. Product samples not postmarked by December 13, 2024 will not be considered.

Attn: Terrence Brown, Director of Operations and Inventory Control &  
Gloria Quintero, Production Manager  
Los Angeles Regional Food Bank  
2300 Pellissier Place  
City of Industry, CA 90601

7. Sufficient information, description, quantities, and technical specifications in the Bidder’s Proposal for the Food Bank to determine their adequacy and make a comprehensive evaluation of the Bidder’s capability in meeting the scope of services and providing the items in accordance with the specifications in this RFP.

## 1.06 Submission of Bids

1. Proposals in response to this RFP are due on Friday, December 13, 2024, by no later than 4:00 PM (Pacific Standard Time).
2. All Bidders are required to submit their proposals through one (1) of the following methods:
  - a. Proposals submitted electronically, in PDF format, via email to both Terrence Brown, Director of Operations and Inventory Control at [tbrown@lafoodbank.org](mailto:tbrown@lafoodbank.org); and Gloria Quintero, Production Manager at [gquintero@lafoodbank.org](mailto:gquintero@lafoodbank.org); or
  - b. Proposals submitted by mail in hardcopy format, with no less than three (3) sets of hardcopies, to the address listed below. Mail-in proposals must be postmarked no later than December 13, 2024 to be considered as a timely submission for purposes of this RFP.

Attn: Terrence Brown, Director of Operations and Inventory Control &  
Gloria Quintero, Production Manager  
Los Angeles Regional Food Bank  
2300 Pellissier Place  
City of Industry, CA 90601

3. Late Bids, Modifications of Bids, or Withdrawals of Bids:
  - a. Any Bid received after the aforementioned exact date and time specified as the proposal receipt deadline will not be considered.
  - b. Any modification or withdrawal of a Bid must be made prior to the aforementioned exact date and time set as the proposal receipt deadline.
  - c. The Food Bank shall have the authority to make the final determination as to whether a Bid was received timely.
4. Explanation to Bidders
  - a. Any explanation desired by a Bidder regarding the meaning or interpretation of the RFP specifications, etc., must be requested in writing prior to the proposal submission deadline and with sufficient time allowed for a reply to reach all Bidders before the proposal submission deadline. No oral explanations or instructions will be given before the award of the contract.
  - b. Any information given to a Bidder concerning the RFP will be furnished to all 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.

## 1.07 General Requirements

### 1. Warranty

- a. The Winning Bidder is responsible for the quality, technical accuracy, timely completion, and delivery of all deliverables and other services to be furnished by the Winning Bidder under the RFP. The Winning Bidder agrees to perform in a good, skillful and timely manner all services set forth in the RFP.
- b. The Winning Bidder shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the RFP. The approval of interim deliverables furnished under the RFP shall not in any way relieve the Winning Bidder of fulfilling all of its obligations under the RFP.
- c. The acceptance or payment for any of the services rendered under the RFP shall not be construed as a waiver by the Food Bank, of any rights under the agreement or of any cause of action arising out of the Food Bank's performance of the scope of services under the RFP.
- d. The acceptance of, approval of or payment for any of the services performed by the Winning Bidder under the RFP shall not constitute a release or waiver of any claim the Food Bank, has or may have for latent defects or errors or other breaches of warranty or negligence.

### 2. Payment

- a. The Winning Bidder shall submit its itemized invoice to the Food Bank every two (2) weeks. Each invoice shall give a detailed breakdown of the number of boxes delivered and signed for at each center during the preceding 2-week period.
- b. Payment will be made at the unit price specified in the winning Proposal.
- c. No payment shall be made unless the required delivery receipts have been signed by the center representative.

### 3. Confidentiality

- a. This RFP, along with any other RFP-related material that may be provided by the Food Bank to Bidders, contains proprietary and confidential information. All of the information regarding Food Bank and its requirements is considered confidential and must not be disclosed without prior written permission of Food Bank management personnel authorized to give such permission. Your participation in the RFP is conditional on your acceptance of this requirement.

### 4. Severability

- a. In the event any provision or portion of this RFP or the accompanying Appendices, Exhibits, or Attachments is held to be invalid or unenforceable, such provision or portion shall be severed, and the remaining provisions will remain in full force and effect.

## 5. Governing Law

- a. This RFP shall be governed by and interpreted in accordance with the laws of the State of California without regard to its conflict of laws principles. Venue for any litigation filed with respect to this Agreement (or the responsibilities of the Parties hereunder) shall be exclusive in the court, state or federal, sitting in Los Angeles, Los Angeles County, California, and each Party hereby waives all rights to a jury trial with respect to any such litigation.

## 6. Entire Agreement

- a. This RFP, including any Appendices, Exhibits, or Attachments to this RFP, constitutes the entire agreement between the Food Bank and the Winning Bidder with respect to this subject matter and supersedes all previous agreements, both oral and written, negotiations, representations, writings and all other communications between the Winning Bidder and Food Bank.

## 7. Amendment

- a. This RFP may be amended or modified only pursuant to a separate written agreement signed by both the Winning Bidder and the Food Bank.

## 8. Availability of Funds

- a. The Food Bank shall have the option to cancel or terminate this contract if funding, whether from government or other sources, ceases or is no longer available to support the Programs.

## 9. Termination for Cause or Convenience

- a. The Food Bank reserves the right to terminate this contract if the Winning Bidder fails to comply with any of the requirements of this contract. The Food Bank shall notify the Winning Bidder of specific instances of non-compliance in writing. In instances where the Winning Bidder has been notified of non-compliance with the terms of the contract and fails to take immediate corrective action, the Food Bank shall have the right upon a 30-day written notice to terminate the contract. The Winning Bidder shall be liable for any damages incurred by the Food Bank in relation to the breach of contract. The Food Bank shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- b. The Food Bank reserves the right to terminate this contract for convenience upon a 30-day written notice.
- c. The Food Bank shall by written notice to the Winning Bidder, terminate the right of the Winning Bidder to proceed under this contract if it is found by the Food Bank that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Winning Bidder to any officer or employee of the Food Bank, with a view toward securing the contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the Food Bank makes such findings shall be in issue and may be reviewed in any competent court.

- d. In the event this contract is terminated as provided in paragraph (a) in this section, the Food Bank shall be entitled (i) to pursue the same remedies against the Winning Bidder as it could pursue in the event of a breach of the contract by the Winning Bidder, and (ii) a penalty in addition to any other damages in an amount which shall not be less than three (3) nor more than ten (10) times the cost incurred by the Winning Bidder in providing any such gratuities to any such officer or employee.
- e. The rights and remedies of the agencies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

#### 10. Subcontracts and Assignments

- a. The Winning Bidder shall not assign, without the advance written consent of the Food Bank, this contract or any interest therein. In the event of any assignment, the Winning Bidder shall remain liable to the Food bank as principal for the performance of all the Winning Bidder's obligations under this contract.

#### 11. Independence of the Parties

- a. Neither this RFP nor any other document shall be deemed to create any relationship of agency, partnership or joint venture between the Food Bank and the Winning Bidder for any purpose. This RFP is not intended to affect the employment relationship that exists between the Winning Bidder and its employees, who shall remain employed solely by the Winning Bidder and subject to the Winning Bidder's direction and control.

## BID ACCEPTANCE FORM

**ISSUED BY** (For Food Bank Use Only):

<b>Name</b> Los Angeles Regional Food Bank		<b>Address</b> 1734 E 41st Street	
<b>City</b> Los Angeles	<b>State</b> CA	<b>Zip</b> 90058	<b>Telephone Number</b> (323) 234-3030

**Procurement Type (check one)**

PURCHASE WITH FEDERAL FUNDING (see attached Appendix A)       NON-FEDERAL PURCHASE

**BID OPENING**

<b>Date</b> November 14, 2024	<b>Time</b> 9:00 AM (PST)	<b>Location</b> City of Industry, CA	<b>Award Date</b> December 23, 2024
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**BIDDER (To Be Completed by the Bidder)**

Name of Company		Federal ID Number
Street Address		Telephone Number
City	State	Zip

**By submission of this proposal, the Bidder certifies that in the event it receives an award under this solicitation, it will operate in accordance with all applicable, current regulations for the Programs. If a Bid submitted is for federal procurement (see "Procurement Type" selected at the top of this form), the Bidder also certifies compliance with all applicable federal procurement requirements listed in attached Appendix A.**

<b>Signature of Authorized Representative</b>	<b>Title</b>	<b>Date</b>
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**ACCEPTANCE**

**The acceptance of a bid solely by the Bidder does not constitute acceptance of the contract. Upon acceptance by both the Bidder and the Food Bank, the bid and proposal documents submitted by the Bidder, this RFP, and any applicable appendices, attachments, or amendments, will constitute the covenants, conditions, agreements and stipulations of the contract between the Bidder and the Food Bank.**

Contract Number 2024-11-14-0001	Food Bank Name Los Angeles Regional Food Bank	Date
Signature of Food Bank Representative		Title President & CEO

**PROCUREMENT METHOD: (Food Bank Use Only - check one)**

REQUEST FOR PROPOSAL       COMPETITIVE NEGOTIATION  
 COMPETITIVE SEALED BIDS       NONCOMPETITIVE NEGOTIATION