# REQUEST FOR PROPOSALS

# PRIME VENDOR

**SCHOOL: \_\_\_\_\_(school)\_\_\_\_\_\_\_\_ PUBLIC SCHOOLS**

**DATE OF REQUEST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE PROPSALS ARE DUE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DEFINITIONS:**

For consistency throughout this document:

“School” means the school district or individual school that is requesting proposals.

“Distributor” or “Proposer” means a distributor that submits a proposal in response to this request. In sections of this RFP that refer to requirements or actions of the organization that submits the proposal that is chosen by the school. “Distributor” means the organization that submitted the successful proposal. Distributor is also referred to as “Prime Vendor”

SCHOOL OBJECTIVES

The mission of school food service is to provide a variety of healthy school meals and other food service at affordable prices in support of the educational goals of students. The school participates in the National School Lunch Program for reimbursement of meals that meet federal standards and is allocated USDA commodities for use in school meals through the Food Distribution Program. **In accordance with federal Buy American law, School desires to purchase domestic food products to the maximum extent practicable for school meals.**

The school requests proposals in response to this Request for Proposals (RFP) for purchasing commercial food products and related services from a Prime Vendor. To minimize the need to seek alternate distributors, the school will purchase a minimum of *80%* of its commercial food products, except food products excluded below, from Distributor, which will agree to provide all products specified by the school.

**\*The following products are excluded from purchase from Prime Vendor:**

**Dairy, direct delivery bread, bottled beverages, fresh produce, chemicals, smallwares, equipment, repairs.**

One Distributor will be chosen to negotiate with the school under the terms of the proposal in effect for school year \_\_\_\_\_\_\_\_\_ beginning on \_\_\_\_\_\_\_\_\_\_ and ending \_\_\_\_\_\_\_\_\_\_\_\_\_ with up to four 1-year renewals if mutually agreed upon. Either party may exit the contract with a 60 calendar day written notice.

|  |  |
| --- | --- |
| School Profile |  |
| *Approximate School District Enrollment* |  |
| *Estimated annual purchases under proposed contract* |  |
| *Daily lunch meals* |  |
| *Daily breakfast meals* |  |
| *Daily ala carte sales* |  |
|  |  |
|  |  |

**PROCEDURAL REQUIREMENTS**

**Proposal Submission**

Submit proposals and direct questions to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Director of Nutrition Services

\_\_\_\_\_\_\_\_\_ Public Schools

Address City, ND Zip\_\_\_

**Proposals will be accepted until: 12:00 pm noon, \_\_\_(Date)\_\_\_\_\_\_\_\_\_\_\_**

**Proposal opening; \_\_\_\_(Date)\_\_\_\_\_\_\_, 12:15pm**

**Proposals may be hand delivered, mailed, or e-mailed**

**All Proposers will receive notification of award by e-mail.**

Proposals will be accepted up to, and no proposals may be withdrawn after, the required date and time for submission. Time is local time at the school. Proposals that arrive after the required time will not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives at the required location by the required time. The School shall not waive or extend this requirement for any reason. Telephone, facsimile, and telegraphic proposals will not be accepted as only bid proposal.

The proposal must include the firm name and be signed by an officer or other employee authorized to submit the proposal. Proof of authority of the person submitting the proposal must be available upon request from School.

If the school determines that there is a discrepancy in or omission from this RFP prior to the opening of proposals, an addendum will be issued to all distributors that have submitted proposals.

##### Evaluation Criteria

The school will evaluate proposals based on the following criteria. The maximum possible score for each criterion is shown.

|  |  |
| --- | --- |
| Criteria | Maximum Score |
| Lowest Market Basket Total from \_\_(DATE)\_\_\_\_\_ to \_\_\_\_(DATE)\_\_\_ | 40 pts |
| Items not on bid – Lowest price of distributor mark up  (cost plus fixed fee, defined below) | 20 pts. |
| History of Distribution Performance  \*If no history; provide references | 15 pts. |
| Ability to meet service and product line requirements | 10 pts. |
| Most Locked in Market Basket Items \_\_\_\_\_(SCHOOL YEAR)\_\_\_\_\_ | 5 pts. |
| Volume of limited special orders | 5 pts. |
| Incentive for early payment; ability to pay with credit card | 5 pts. |

**Proposal Selection**

Upon completion of evaluation of proposals, the school shall negotiate with the responsible Proposer that submits the most responsive proposal. Contract award is contingent upon the school and distributor reaching mutually agreeable terms. Other distributors that have submitted proposals will be notified when negotiations have been completed.

The school reserves the right to:

1. Waive any irregularities or informalities in proposals
2. In the best interests of the school, accept or reject any and all proposals or portions thereof, select the next most responsive proposal, or if necessary issue a new RFP or take other actions as the school deems appropriate.

Distributor has the right to withdraw its proposal if the school changes the type of award as described.

**Pricing Method**

The required method for determining product prices in the contract is “Cost plus Fixed Fee.”

“Cost” is defined as Distributor’s invoice from the supplier, plus inbound freight, minus customer allowance and any other “off” invoice allowances.

“Fixed Fee” is defined as the difference between cost, as defined above, and the selling price to \_\_ Public Schools. Fixed fees shall remain firm for the duration of the agreement regardless of supplier invoice price.

**Auditing Rights**

The school reserves the right to conduct quarterly audits to ensure that the school receives the best possible Net Delivered Price for all goods covered by this contract. Distributor shall be responsible for demonstrating that the frequency and adequacy of its efforts to obtain the best prices for goods covered by this contract are reasonable to accomplish this objective.

The Distributor shall furnish verification of costs for items to be price verified. The Distributor shall be notified of the date and time of the price verification ten business days in advance. The school will provide a listing of items to be verified, not to exceed 25 items, and the date of the pricing period to be verified. If an error rate in excess of 10% is found, a complete audit of all items could be performed.

The Distributor shall be able to provide cost data from purchases between divisions or departments within their own organizations and from cooperatives to which they belong.

Distributor will correct audit findings immediately or within 30 days following notification of errors.

Ordering Procedures

All orders will be placed no later than \_\_\_\_\_\_\_AM on \_\_\_\_(day of week)\_\_\_\_ the previous week before delivery and will specify delivery locations. Deliveries are to be made between the hours of \_\_\_\_\_\_ am and \_\_\_\_\_\_ am/pm on \_\_\_DAY\_or\_DAYS\_\_\_\_\_. Deliveries will be made to the school.

\*The bidder must be able to respond to emergency deliveries as they arise due to unforeseen circumstances at no extra charge. The district will exercise reasonable judgment when placing small orders and will make every attempt to place correct orders each time.

\*If a product is considered a special order and will require an advanced order time, please indicate this on the item.

**Substitutions**

The school expects that, with school-provided forecasting, Distributor will fulfill 95% of orders without shortages, outages, or substitutions. Substitutions will be allowed with PERMISSION from the District Office and should be labeled clearly as such on each invoice with a separate item code.

**Determined top volume items, Market Basket, NOI, and Fixed Fee items used to determine bid award will be a stock item for the distributor.**

**Prior Approval of Substitutions**

**If Distributor is temporarily out of stock or short of a particular item, an equal or superior product may be delivered at an equal or lower price with prior approval by District Office not less than twenty-four (24) hours prior to scheduled delivery.**

**Fuel Charge**

**All shipments shall be delivered FOB: Fuel charge is included in bid, no additional charges allowed. Purchase Order Number must appear on all warehouse invoices. If no school on delivery day, next day delivery is required.**

**Payment Terms**

Include Distributor incentive payment options with RFP. The school will pay within 10 days from receipt of the weekly invoice or statement, if incentive is offered from Distributor.

The school may also have the option of paying with a credit card.

**Product Specifications**

Refer to The District’s attached Product List, attachment A, for product specifications and anticipated purchase quantities.

Equal Clause—Where names and numbers of certain manufacturer’s items are mentioned in the specifications or on the Market Basket, other names of like nature, utility, and merit may be submitted, but the bidder must furnish complete data, together with samples to be submitted prior to the bid opening, to show that the substituted items are equal to those specified. The Board of Education reserves the sole right to determine whether the substituted items are of equal value to the items as specified and the right to determine and select the items it feels are most suitable. IF NO MENTION IS MADE BY THE BIDDER OF PROPOSING TO FURNISH A SUBSTITUTE, THE BOARD WILL ASSUME THAT THE ITEM SPECIFEID IS TO BE FURNISHED AND THE CONTRACT WILL BE MADE ACCORDINGLY.

**Samples should be delivered to the** Site Name**,** Address**,** City**, ND** ZIP **by** Click here to enter a date. **by** time**.** Samples should be marked “SAMPLE” and the quote number should be given for which the sample is intended. The District reserves the right to reject any or all bids for which substitutes are proposed if a sample is not provided as herein specified.

**Complete all required columns for each product.** If the brand field states “Packer”, “Distributor’s Choice” or has been left blank indicate the brand name, pack size, product number, and item number of the item you are bidding.

Quantities shown on the Product List are based on previous year purchases and are accurate to best of our ability. However, Distributors must understand that the fact that a quantity is stated on an item does not constitute a guarantee to purchase any amount in excess of requirements.

**Nutritional Information:** Distributor will provide Product Specification Sheets, CN Label Sheets, and Nutrient Data Sheets on products listed on the order guide. Nutritional Information sheets must be provided as manufacturer updates occur and when new products are added to the order guide and as requested by school staff.

**Standard Terms and Conditions**

The following standard terms and conditions shall be incorporated into the agreement.

**Recordkeeping:** Books and records of The District’s purchases shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the agreement term (including renewals) to which they pertain, for audit, examination, excerpts and transcriptions by The District, state and federal auditors.

**Food Laws**

Distributor shall operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state and local authorities.

Upon request from The District, Distributor shall provide:

* Letter of guarantee of compliance with food laws.
* Latest facility inspection forms and comments from applicable federal, state and local agencies.
* Procedures for food safety and sanitation, including procedures used for product holds or recalls.

**Insurance**

Distributor shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation Insurance, and Automobile Liability Insurance.

Distributor shall provide certificates of insurance. Should any required insurance be cancelled before the expirations date, the issuing company will mail 30 days written notice to The District.

**Taxes**

Each individual School District is a tax exempt, non-profit organization. Each School District will provide Tax ID upon request.

**Buy American**

Schools participating in the National School Lunch Program are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic products are those that are produced in the United States and those that are processed in the United States substantially (at least 51 percent) using agricultural commodities produced in the United States. District is to be notified of any items non-domestic products before delivery. **Selected Prime Vendor shall notify SFA in advance of delivery of any product not compliant with this requirement. Product(s) delivered to the SFA, which are not compliant with this requirement will be returned and invoice(s) for those items will not be paid.**

**Certification Regarding Debarment or Suspension**

The Distributor certifies that neither the Distributor or its principals; the sub-recipients or their principals; or the subcontractors or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal government pursuant to Executive Orders 12549 and 12689. The Distributor specifically covenants that neither the Distributor nor its principals; the subcontractors or their principals; norm the sub-recipients or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

**Lobbying**

If the negotiated agreement exceeds $100,000, Distributor certifies that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal

agency or Congress with respect to the awarding of a federal contract, etc. If Distributor has paid, or will pay, any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any federal agency or Congress, Distributor is required to submit a “Disclosure Form to Report Lobbying” at the time of the executed contract and at the time of any renewals.

**Code of Conduct**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

**Other Federally Required Contractual Provisions**

If the contract exceeds $2,500, Distributor is required to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented.

If the contract exceeds $10,000, Distributor is required to comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60), If the contract exceeds $100,000, Distributor will be required to comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Distributor shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329).

**Termination of Agreement**

In the event the Distributor defaults in any of the terms of this contract, and such default is not resolved within thirty (30) calendar days after written notice of default, The District will have the right to terminate this contract. In addition, The District shall have the right to terminate this contract for any reason on written notice to Distributor given at least sixty (60) calendar days before such termination.

**Contract Terms and Conditions**

* Safety: All practices, materials, supplies, and equipment shall comply with the federal occupational safety and health act, as well as any pertinent federal, state and/or local safety or environmental codes.
* Selected Prime Vendor shall not knowingly send any employee, agent or subcontractor personnel who is a registered sex offender or who has been convicted of sexual abuse to SFA’s location, building, or SFA’s property when students are attending school or a school related activity.
* Selected Prime Vendor shall comply with all prohibitions on smoking in SFA facilities and on grounds pursuant to applicable federal, state, and local laws or policies.
* The employment of unauthorized workers by selected Primer Vendor is considered a violation of federal and state law. If selected Prime Vendor knowingly employs unauthorized workers, such a violation shall be cause for termination of the awarded contract.

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* The contractor agrees to protect, defend indemnify, and hold the Board of Education, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of, or relating to, any and all claims liens, demands, obligations, actions, proceedings, or causes of action, of every kind, and character in connection with, or arising directly, or indirectly out of this agreement and/or the performance hereof.
* Handle the district’s complaints and inquiries about various products.
* Issue credit and arrange for return of miss-shipped or unacceptable products.
* Coordinate with the district any rebate programs. The supplier will pass on to the district all promotional allowances, discounts and manufacturers rebates in the form of lower prices. The supplier shall also keep the district informed of any rebates that may be redeemed by the district and provide tracking information on usage, so the district may take full advantage of all available rebates and free goods offers.

##### (school) PUBLIC SCHOOLS CHILD NUTRITION DEPT.

##### PRIME VENDOR

##### PROPOSAL

**DUE: \_\_\_\_time and date\_\_\_\_\_\_\_**

The undersigned hereby offers to provide prime vendor service for food products as specified in this proposal for the period of \_\_\_\_date\_\_\_\_\_ through \_\_\_\_\_\_date\_\_\_\_\_\_\_\_.

I understand that the district reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of sixty (60) calendar days from the time of opening of the proposal.

DISTRIBUTOR NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DISTRIBUTOR ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Of authorized representative

PRINTED NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-MAIL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_