

REQUEST FOR PROPOSALS (RFP) PRIME VENDOR - SCHOOL FOOD

*Raul Yzaguirre Schools for Success
Brownsville Campus
April 28, 2021*

DATE PROPSALS ARE DUE, Thursday May 14, 2021 at 3:00 p.m.

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DEFINITIONS:

For consistency throughout this document:

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

“Distributor” or “Propose” 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.”

I. 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. Raul Yzaguirre Schools for Success 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.

One Distributor will be chosen to negotiate with School under the terms of the proposal in effect for school year 2021-2022.

School Profile Brownsville Campus	
<i>School enrollment (see Delivery in Section III for site details)</i>	400
<i>Estimated annual purchases under proposed contract</i>	\$140,000.00
<i>Estimated annual end products reprocessed from USDA commodities (Credit amount to paid RYSS)</i>	\$20,000.00
<i>Estimated annual deliveries of USDA commodities (Credit amount to paid RYSS)</i>	\$20,000.00

II. PROCEDURAL REQUIREMENTS

Proposal Submission

Submit proposals to:

Teresa Mendoza
Child Nutrition Director
2950 Broadway St.
Houston, Texas 77017
Email: teresa.mendoza@tejanocenter.org

Proposals will be accepted until May 14, 2021 at 3:00 p.m.

Inquires regarding proposal are to be directed to:

Teresa Mendoza

*Child Nutrition Director
2950 Broadway St.
Houston, Texas 77017
713-640-3700 Fax 713-644-6232*

or

Angelica Masso

*Cafeteria Coordinator
Brownsville Campus
2255 N. Coria
Brownsville, Texas 78520
956-574-7106*

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, electronic mail, and telegraphic proposals will not be accepted. A submitted proposal shall remain valid for sixty (60) days from the proposal submission date.

Submit one (1) original and two (2) copies in a sealed envelope. Only the original copy needs to contain original signatures and must be marked "Original." Mark envelope "Food Service – Prime Vendor Proposal." Refer to Attachment A of this RFP, "Checklist of Requirements for Proposals" for a list of required parts of a proposal. Use the cover sheet, Attachment C to this RFP.

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 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.

Calendar of Events

The required dates and times by which actions must be completed and, where applicable, locations are listed in the following chart. If the School determines that it is necessary to change a date or time or location, it will issue an addendum to this RFP. Times are local time at the School.

Calendar of Events	
Action	Date/Time and Location if applicable
<i>RFP released</i>	April 28, 2021
<i>Date by which all known Distributors will be contacted</i>	April 30, 2021
<i>Deadline for submission of any communications from Distributors</i>	May 6, 2021
<i>Deadline for School to issue addenda to RFP</i>	May 7, 2021
<i>Proposal due date and opening</i>	May 14, 2021
<i>School's selection of proposal</i>	May 20, 2021
<i>Board approval and contract award</i>	May 25, 2021

Pre-Proposal Meeting

The purpose of the pre-proposal meeting specified in the Calendar of Events is to provide clarifying information equally to all Distributors.

Attendance at the pre-proposal meeting is:

X Optional

Mandatory

Evaluation Criteria

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

Criteria	Maximum Score
<i>Price</i>	50%
<i>Completeness of product line / volume of special orders</i>	20%
<i>Distributor experience & qualifications / Distributor references/reputation</i>	10%
<i>Computer capabilities, including operational reports, nutritional analysis, and uploading of purchase data to TX Dept of Education</i>	5%
<i>Operational plan & procedures</i>	5%
<i>Ability to meet service characteristics described by School</i>	5%
<i>Degree of ancillary services that impact School needs</i>	5%
<i>Total</i>	100 %

Proposal Selection

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

School reserves the right to:

- A) Waive any irregularities or informalities in proposals;
- B) In the best interests of 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 action as School deems appropriate.

Distributor has the right to withdraw its proposal if School changes the type of award as described in section B, above.

III. SCHOOL REQUIREMENTS

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 School. Fixed fees shall remain firm for the duration of the agreement regardless of supplier invoice price.

For the purpose of this Proposal, Distributor shall determine costs on the Product List using the week of *April 19, 2021 through April 23, 2021*. Cost information must be available for audit upon request by School.

Ordering Procedures

School prefers the ordering process described here:

Daily: Breakfast 7:00 a.m., Lunch 10:30 a.m., and Snack 3:30 p.m.

School's expectation of Distributor sales staff is:

- *Inside sales staff only.*
- *Sales staff visits weekly to pick up orders.*

- Sales staff visits only when new products are being offered.
- Other: Vendor visits daily deliveries

Substitutions

School expects that, with School-provided forecasting, Distributor will fulfill 95% of orders without shortages, outages, or substitutions. Substitutions should be labeled clearly as such on each invoice with a separate item code.

Delivery

Schools and other locations requiring delivery are listed below with their delivery requirements and characteristics. A map of the locations is also attached.

<i>School Details</i>	<i>Food Service Programs Offered</i>	<i>Delivery Frequency / Timeline</i>	<i>Delivery Characteristics</i>
<i>Site Name:</i> Raul Yzaguirre Schools for Success <i>Site Address:</i> 2255 N Coria St. Brownsville TX 78521 <i>Enrollment:</i> <i>Number of meals/day:</i>	X Breakfast X Lunch X Snack 400 350 Breakfast 375 Lunch 150 Snack	7:00 a.m. – 8:00 a.m. 10: 30 a.m. - 1:15 p.m. 3:30 p.m. – 4:00 p.m.	

Driver required to assisting in unloading: X Yes No

All shipments shall be delivered FOB: Destination – no freight allowed. Delivery shall be made only as called for on duly signed Purchase Orders. Purchase Order Number must appear on all invoices.

Communication

Distributor shall designate sales staff to work with School.

Nutritional Information: Distributor will provide Product Specification Sheets, CN Label Sheets, and Nutrient Data Sheets on products listed on the order guide, upon request from School. Nutritional Information sheets must be provided as manufacturer updates occur and when new products are added to the order guide.

Reports: Distributor will provide monthly product purchase reports, and summary information at the end of the contract period, with detail by delivery location and summary for all locations.

Special orders: Distributor will provide the procedure for special orders of non-stock products.

Forecasting: School will provide Distributor with a system of forecasting purchases with sufficient lead-time to ensure successful fill rates.

Payment Terms

School will pay within 30 days from receipt of monthly invoice or statement, for delivered products only.

Term of Contract; Renewal of Contract

The initial term of this Contract is for a period of one (1) year, with RYSS having the option to renew the Contract for three (3) additional one-year terms, at RYSS's sole discretion, unless RYSS utilizes the Termination of Contract clause. The total term of the Contract may be for a period of four (4) years. The phrase "Term" in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

Termination of Contract

This Contract in excess of \$10,000 must have a termination for cause and for convenience clause.

This Contract shall remain in effect until (1) the Contract expires by its terms or (2) the Contract is terminated by mutual consent of RYSS and Vendor. All Supplemental Contracts, purchase orders, and/or orders for goods or services issued by RYSS and accepted by Vendor shall survive the expiration or termination of this Contract.

In the event of a breach or default of the Contract and/or the RFP by Vendor, RYSS reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of RYSS. RYSS further reserves the right to terminate the Contract immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, Contract, and/or a Purchase Order; (2) make any payments owed; or (3) otherwise perform in accordance with this Contract and/or the RFP. RYSS also reserves the right to terminate the Contract immediately, with written notice to Vendor, if RYSS believes, in its sole discretion that it is in the best interest of RYSS to do so.

Vendor agrees that RYSS shall not be liable for damages in the event that RYSS declares Vendor to be in default or breach of this Contract and/or the RFP. Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

Product Specifications

Quantities shown on the *Product List* are estimated purchases of each product during the specified period. School has attempted to estimate within 10-15 percent of actual requirements. The receipt of USDA commodities and changes in student preferences affect purchase quantities.

Approved Commodity Rebate Products

Many of the branded products on the *Product List* are commercial products that have been approved for commodity rebates. Distributor may be asked to provide lead-time ordering information to assure 100 percent fill of commercial products approved for commodity rebates. Distributor will be informed by Raul Yzaguirre Schools for Success – Food and Nutrition Service of the specifications of School's commitment to commercial products approved for commodity rebates. School shall inform Distributor of any changes in the ordering of commercial products approved for commodity rebates and work with Distributor to determine change-order dates.

IV. STANDARD TERMS AND CONDITIONS

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

Recordkeeping

Books and records of School's purchases shall be made available, upon demand, in an easily accessible manner for a period of five (5) years from the end of the agreement term (including renewals) to which they pertain, for audit, examination, excerpts and transcriptions by the School, state, and federal representatives and auditors.

Audits

School may conduct audits to validate costs and compliance with agreement terms and conditions. School will allow a reasonable timeframe for Distributor to prepare files for an audit. Distributor will correct audit findings immediately or within 30 days following notification of the errors.

Food Laws

Distributor shall operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state and local authorities. Distributor shall comply with Minnesota Consolidated Food Licensing Law, Texas. School officials may inspect Distributor's facilities.

Upon request from School, 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 expiration date, the issuing company will mail 30-days written notice to the School.

Taxes

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

Buy American

In compliance with the "Buy American" provision of the (NSLP) only products substantially produced in the United States will be accepted. Substantially produced is defined as being greater than 51% of the final processed product consists of agricultural commodities that were grown domestically. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21 (d). Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 5 days in advance of delivery. The request must include the: a) Alternative substitute(s) that are domestic and meet the required specifications: i) Price of the domestic food alternative substitute(s); and ii) Availability of the limited/lack of availability or price (include price): iii) Price of the domestic food product; and iv) price of the non-domestic product that meets the required specification of the domestic product.

RYSS will require certification forms from the proposers, including statements on contracts and invoices. The vendor will be designated as non-responsive if the appropriate information is not included in the bid.

Penalties for noncompliance may result in contract termination, further outlined in the Termination of Contract section of the RFP.

RYSS will keep documentation related to school nutrition programs for 5 years to demonstrate the consideration for the reasons resulting in a determination that an exception is appropriate.

Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded

If the negotiated contract exceeds \$25,000, Distributor certifies that neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

Lobbying

If the negotiated contract 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.

Other Federally Required Contractual Provisions

Distributor is required to comply with applicable parts of state energy conservation standards.

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),

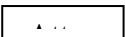
If the contract exceeds \$100,000, Distributor will be required to comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use of facilities 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).



CHECKLIST OF REQUIREMENTS FOR PROPOSALS

The following information and completed forms must be submitted for a complete proposal.

- Completed *Product List*.
- Company description, including organizational chart, identification of staff responsible for contract duties, and brief position descriptions.
- Demonstration of financial stability, such as supplier credit reference.
- Name and contact information of two school districts or schools of similar size and characteristics that may be contacted for references.
- Description of procedures: Delivery timelines, minimum delivery quantities, payment terms, change orders, credits, pickups, special orders, communication services and sales staff. Include description of how these functions are managed to facilitate maximum cost savings to School.
- Identification of any School requirements (Section III of this RFP) that cannot be met fully met.
- Description of any ancillary services that will contribute to School requirements, with no additional cost.
- Completed and signed cover sheet "School Food Service – Prime Vendor Proposal" form – place on top of RFP.



Attach your completed *Product List – Prime Vendor* to your proposal

Raul Yzaguirre Schools for Success
Product - List
2021-2022

Code #	PKS	Portion	Specification	Description	Price	Freight
	1		Per Student	Breakfast		
	1		Per Student	Lunch		
	1		Per Student	Snack		

SCHOOL FOOD SERVICE
PRIME VENDOR
PROPOSAL

TO

_____SCHOOL

DUE: _____ (DATE), _____ (TIME)

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

I understand that the School reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of sixty (60) 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: _____

FAX NUMBER _____

E-MAIL _____