

REQUEST FOR BID

**Guadalupe School**

**RFB**

**COOPERATIVE CONTRACT FOR NUTRITION SERVICES**

**Commodities only**

RFB # 12012023

Release date 12-04-2023

Question may be submitted in writing to [Jodi.key@guadschool.org](mailto:Jodi.key@guadschool.org)

Question period is from 12-04-2023-12-19-2023

Bids must be submitted by email by December 19, 2023

Please see attachments for Bid items. This is to be used as only a guide and not a guarantee of purchasing.

Please list your inventory numbers or note special order only.

The attached list is not an exclusive list of desired Commodity products we wish to purchase in 24/25 school year. Guadalupe School reserves the right to add additional item or delete items, as they seem fit.

**REQUEST FOR BID**

### GENERAL

##### Intent of Request for BID

The purpose of this request for Bidl is to solicit competitive sealed proposals from qualified suppliers for procurement of processing of USFA commodities for Guadalupe School Nutrition Services food programs. Guadalupe is intending to contract with one Distributor to provide Services for nutrition services. This is a firm fixed price contract.

This RFB is designed to provide interested Suppliers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a

proposal’s content or exclude any relevant or essential data. Suppliers are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

All proposal preparation costs and any associated activities related to this RFP are the sole responsibility of the Supplier. Guadalupe School is not liable for any costs incurred throughout the entire selection process.

##### Eligibility Requirements

In order to be eligible to respond to this RFP, the Supplier must meet all of the following qualifications:

* + 1. **Licensed -** The proposing Supplier must be properly licensed to conduct business in the State of Utah.
    2. **Non-Discrimination** - The Supplier must comply, at all times during the proposing and contracting period, with all applicable Federal, State, County, and City anti-discrimination laws, ordinances, rules, and regulations. Any violations of this provision shall be considered a violation of a material provision of the contract and shall be grounds for cancellation, termination or suspension.
    3. **Federal Requirements -** The interested supplier must comply with the Buy American Provision under 7 CFR Part 210.21(d) and 7 CFR Part 220.16(d) and with the applicable provisions listed in Appendix II to Part 200.

##### Addendum to RFP

If it becomes necessary to revise this RFP in whole or in part, an addendum will be posted at guadschool.org Suppliers who obtained this RFP by download are required to check guadschool.org for any addenda.

##### Right of Rejection

Guadalupe School , reserves the right to reject any and all proposals or to waive any non-statutory informality. The Board of Education further reserves the right to make the contract award deemed by the Chief Procurement Officer of the Guadalupe School ]to be in the best interest of the Guadalupe School . The Board's decision to accept or reject the contract shall be final.

##### Supplier Proposal

Proposals must be signed by the Supplier’s authorized official binding the RFP and the Supplier for a period sixty (60) days from the date of receipt by Guadalupe School ’s Chief Procurement Officer.

##### Site Visit

A site visit to the Suppliers facility to inspect order processing and system software capabilities may be required. Visits may be scheduled after the submission of proposals.

##### Written Agreement

The selected supplier must enter into a written contract with Guadalupe School to provide Nutrition services for the term of the contract. The contract must be performed in accordance with Guadalupe School Standard Terms and Conditions, (Attachment A).

##### Contract Period

This agreement shall commence on the date of RFP acceptance by the Guadalupe School and Board of Education and continue for one (1) year. Each proposal must include an option whereby the Guadalupe School with approval from the Board, in its sole discretion, can extend the contract for four (4) additional years on the same terms, prices, and conditions set forth in the proposal. The option shall be exercisable at the end of the first year. If the option is not exercised, then the contract shall automatically expire at the end of the contract term. During the contract renewal period the supplier may negotiate one (1) increase with written verification not to 6% or exceed per year.

##### Termination Rights

##### This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by Guadalupe School, upon thirty (30) days written termination notice being given to the Contractor. The Guadalupe School and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

##### Submitting Your Proposal

* + 1. All information requested must be completed and submitted by the date and time listed in Guadschool.org. Proposals received after that will be deemed non-responsive. Submit One (1) complete hard copy of your proposal with everything including Item Price Sheet. Proposals may be sent electronically to

Jodi.key@guadschool.org

* + 1. Each Supplier shall submit only one proposal. Alternate or multiple proposals from a single Supplier are prohibited. On any item where multiple proposals are submitted, that item may be deemed non-responsive.

1. When the award is made, it will be posted on Guadalupe.org In the event that the RFP is canceled after the closing date, that information will be posted on Guadalupe.org as well.
2. Conform to Response Form Guidelines - All proposed information must be submitted on the Proposal Response forms found in Section IV.

##### Contact Information

Except as authorized by Guadalupe School or as otherwise stated in the RFP documents communication during the proposal process shall be submitted via email to Jodi.key@guadschool.orgIn order to maintain the fair and equitable treatment of everyone, Suppliers shall not unduly contact or offer gifts or gratuities to owners, users or selection committee members in an effort to influence the selection process or in a manner that gives the appearance of influencing the selection process. This prohibition applies before the RFP documents are issued and extends through the award of the contract. Suppliers should be aware that selection committee members will be required to certify that they have not been contacted by any of the Suppliers or their partners in an attempt to influence the selection process.

##### Selection Committee

The selection committee will evaluate and score each Supplier. Committee members will include individuals from the Guadalupe School .

# RFP INSTRUCTIONS/PROPOSED SERVICES

The contract will be a Firm Fixed Price Contract. Pricing for all items will be guaranteed for the school year July1 2023through June 30 2024. List case price on Excel spreadsheet for all items.

**A. Product Information**

The following product information shall be included with the bidding supplier’s bid.

**1. Brand** – The brand or trade name, manufacturer’s name, identification number, and CN label must be given on each case of merchandise sold.

**2. Grade –** The grade must be specified for each product as defined by the United States Department of Agriculture.

**3. Specifications** – The bidding supplier must bid products that are equal to or better than the products listed under each item on the Price Schedule. The bidding supplier must provide SEPDS sheets, CN labeling, and/or product specification sheets for all products being quoted. The following must be included on such sheets:

* Item name, DF# case weight, case pack, Fee for service case price

Bid items will be disqualified that do not meet or exceed all specifications as of the time and date of the bid opening. If a product is processed and it is later established that said product fails to comply with these specifications the item will be rejected and returned to the Supplier at the Supplier’s expense. Also, no furnished goods shall be older than last season’s pack.

A specific contract order list of awarded items and distributor stock number must be provided. Usage reports throughout the year must have the ability to be run with substitutions excluded.

The awarded distributor will be considered the primary vendor. This includes the coordination, stocking and reporting of USDA commodity processed products. The distributor’s representative will closely work with Guadalupe School to draw down balances and report usage.

Manufacturer landed cost-plus distributor markup must be guaranteed for the school year. No fuel surcharges will be allowed.

All contract changes and/or correspondence after the award must go through the Guadalupe School buyer for the entire contract term.

Any extreme circumstances and use of force majeure clause must be communicated to

Guadalupe School buyer. A minimum of thirty (30) days’ notice must be given with documentation to substantiate the extreme circumstance. If unauthorized changes occur, the distributor agrees to reimburse the cost difference.

Substitutions made for lack of inventory must be minimal. Any substitution from the contract item must be given at the contract item cost. The item substituted must be given in equivalent amount and equal or better quality to what was originally ordered.

Guadalupe School must be notified of any shortages within 48 hours in advance of substitution. Guadalupe School reserves the right to approve/disapprove substitutions.

Invoices must reflect all items ordered - deletions and changes to original order quantity are not acceptable. Distributor must show on the invoice Commodity Price, the Pass-Through Value (PTV), Distributor’s Fee and total charge for all commodity process items. These must show separately on the invoice NOT just in total. Invoice must include the purchase order number.

Distributor will accept liability for doors left open, loss of product, or theft if building is not secured after departure.

Distributor will take responsibility for any damages to building or property caused by trucks/drivers.

### EVALUATION CRITERIA

The process of award will be by committee. The committee will base their evaluation on the criteria listed below then apply a score based on the point value of that criteria. The Supplier receiving the highest score will be awarded the contract.

**5 Points: Responsiveness** – The completeness and conformity of the proposal response to the RFP requirements. Including but not limited to:

Schedule A, Certification of Proposal – Complete Schedule B, Executive Summary – Complete

Schedule C, Detailed Response – Complete Schedule D, References – Complete

Schedule E, Item Price Sheet – Complete (Excel spreadsheet)

**10 Points: Executive Summary** (Schedule B)

**25 Points: Detailed Response** (Schedule C)

**15 Points: References** (Schedule D)

**30 Points: Item Price Sheet** (Schedule E)

### CERTIFICATION OF PROPOSAL

**Schedule A**

We have read the RFP and fully understand its intent. We certify that we have adequate personnel and resources to fulfill the proposal requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by the Food Service Director

We further certify that, since the receipt of this RFP, no contact, discussion, or negotiations have been made nor will be made regarding this proposal with any employee other than the listed contact people in the RFP. We understand that any such contact could disqualify this proposal.

We further certify that we are properly licensed to conduct business within the scope of this RFP, in the State of Utah.

We certify that all schedules and addenda contained herein shall be considered part of the entire RFP response and that the complete document submitted shall be considered a legally binding document.

Submitted by:

Firm Name

Authorized Signature

Name and Title

Telephone

Date

### EXECUTIVE SUMMARY

**Schedule B**

Provide a one- or two-page executive summary to briefly describe the Supplier’s proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the Supplier. The Co-op should be able to determine the essence of the proposal by reading the executive summary. Protected information requests should be identified in this section.

\*If additional space is needed, please attach to this document

**Schedule C**

### DETAILED RESPONSE

This section should constitute the major portion of the proposal and must contain at least the following information.

* 1. A complete narrative of the Supplier’s assessment of the work to be performed, the Supplier’s ability and approach, and the resources necessary to fulfill the requirements. Please list warehouse locations and number of trucks/drivers. This section should demonstrate that the Supplier understands the desired overall performance expectations. Clearly indicate any options or alternatives proposed. Please list description and explanation for the following:
     1. Provide drivers’ bonding information – who is bonded, up to what amount?
     2. Are all drivers that work with the school staff subject to background checks? Please explain.
  2. Provide details for the following requirements:
     1. Ability to service bi-weekly deliveries
     2. Bi-Weekly school drops
     3. Warehouse drops
     4. HACCP Plan
     5. Bioterrorism plan
     6. Food Recall Plan (Point of contact and back up contact)
     7. Ability to handle commodities (net off invoice) or Fee for service Invoice statements must show PTV, commodity price and fee separate.
     8. Invoice must include the purchase order number.
     9. Ability to complete commodity reporting

### REFERENCES

**Schedule D**

Supplier will provide no fewer than three (3) references of projects completed within the past year and their location. The Guadalupe School reserves the right to research and evaluate references independently of the references provided.

* + - 1. Company Name

Contact Name Address City State Zip

Telephone Fax Email

* + - 1. Company Name

Contact Name Address City State Zip

Telephone Fax Email

* + - 1. Company Name

Contact Name Address City State Zip

Telephone Fax Email

\*If additional space is needed, please attach to this document.

**Schedule E**

### RFP ITEM PRICE SHEET

All pricing should be submitted in Excel format. Including commodity and commercial numbers if available

The lowest proposed price will receive 100% of the cost points. All other proposers’ cost points will be calculated as follows:

(Lowest Proposed Price/Each Individual Proposed Price) x 25 Points)