



# **REQUEST FOR PROPOSALS (RFP)**

## **PRIME VENDOR – Breakfast and Lunch Program**

*Houston Gateway Academy Inc.,  
Houston TX, 77087  
June 13, 2012*

*DATE PROPOSALS ARE DUE: June 25, 2012 4:00 p.m.*

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|---|----------|
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A – Checklist of Requirements for Proposal

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C – Product List

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**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.”

**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. The School identified on page one participates in the National School Lunch Program for reimbursement of meals that must meet federal nutritional new guidelines. Allocated USDA commodities for use in school meals through the Food Distribution Program. In accordance with federal Buy American law NSLP and USDA 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, 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 vendor will provide training, equipment to prepare the food and miscellaneous item for serving and storage.

The following products are excluded from purchase from Prime Vendor:

Milk

One Distributor will be chosen to negotiate with School under the terms of the proposal in effect for school year 2012-2013.

School Profile Houston Campus	
<i>School enrollment (see Delivery in Section III for site details)</i>	<i>1200</i>
<i>Estimated annual purchases under proposed contract</i>	<i>1150</i>
<i>Estimated annual end products reprocessed from USDA commodities</i>	<i>2500 cases</i>
<i>Estimated annual deliveries of USDA commodities</i>	<i>2500 cases</i>

## **II. PROCEDURAL REQUIREMENTS**

### **Proposal Submission**

Submit proposals to: Claudia RODRIGUEZ  
Houston Gateway Academy  
3400 Evergreen  
Houston, Texas 77087

Proposals will be accepted until [June 25, 2012 at 4:00 p.m.](#)

Inquires regarding proposal are to be directed to:

*Claudia Rodriguez*  
Director Food Services  
3400 Evergreen  
Houston, Texas 77087  
713-644-8292 Ext.2033

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 D 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>	June 13 , 2012
<i>Date by which all known Distributors will be contacted</i>	June 14, 2012
<i>Pre-proposal meeting</i>	June 18,2012
<i>Deadline for submission of any communications from Distributors</i>	June21 , 2012
<i>Deadline for School to issue addenda to RFP</i>	June 22, 2012
<i>Proposal due date and opening [could be 2 dates]</i>	June 22, 2012
<i>School's selection of proposal</i>	June 25 , 2012
<i>Board approval and contract award</i>	June 26, 2012

## **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.

**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

Criteria	Maximum Score
<i>Price (must be at least 40%)</i>	45%
<i>Completeness of product line / volume of special orders</i>	5%
<i>Distributor experience &amp; qualifications / Past performance with School/ Distributor references/reputation</i>	5%
<i>Operational reports, nutritional analysis, production records CN Labels listed on USDA and uploading of purchase data to Dept of Texas Agriculture</i>	20%
<i>Operational plan &amp; procedures</i>	4%
<i>Ability to meet service characteristics described by School and federal nutritional new guidelines</i>	20%
<i>Degree of ancillary services that impact School needs</i>	1%
<i>Total</i>	100.00%

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 fixed, 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 *May 14 through May 18; 2012*. Cost information must be available for audit upon request by School.

### **Ordering Procedures**

*School prefers the ordering process described here:*

Once a week: On Thursday. 7:00 am to 8: a.m.

School's expectation of Distributor sales staff is:

- *Inside sales staff only.*
- X *Sales staff visits weekly to pick up orders.*
- *Sales staff visits only when new products are being offered.*
- *Other* \_\_\_\_\_

### **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.

#### Prior Approval

If Distributor is temporarily out of stock or short on a particular item, an equal or superior product may be delivered at an equal or lower price with prior approval by School not less than twenty-four (24) hours prior to scheduled delivery. Substitutions at higher prices may be made only upon prior approval of the School.





for the Child Nutrition Program information Management system (CNPIMS) and submit them to Recipient on a daily basis.

Any menu changes must be agreed by recipient and vendor.

Vendor shall make all records regarding its contract with recipient available for inspection upon request by representatives of the Texas Department of Agriculture (TDA).

Vendor shall provide meals which satisfy all CNPIMS federal guidelines the preparation and delivery of meals and maintenance of records.

Special orders: Distributor will provide the procedure for special orders of non-stock products. Shall deliver meals in accordance with the following delivery schedule:

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 25 days of the previous month billed statement for delivered products only.

HGA may not pay for meals which are delivered outside of the agreed guidelines that do not meet requirements as per U.S. Department of Agriculture, Texas Education Agency and Texas Department of Agriculture rules and regulations.

### **Product Specifications**

Refer to School's attached *Product List* for product specifications and anticipated purchase quantities.

- Following the instructions on Attachment A, *Instructions to Proposer for Completing Product List*, complete all required columns for each product.
- Where a brand is specified, provide the price and indicate if the product is non-stock.
- Where acceptable alternates to the primary brand are listed, provide data only if the item is special order or you are unable to supply the branded item.
- If the brand field states "distributor's choice" or has been left blank, indicate the proposed brand and whether it is a "private label."

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 have access to Minnesota Department of Education – Food and Nutrition Service website in order to view 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 three (3) 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 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. Texas department of Agriculture and Texas education Agency.

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. HACCP and SOP procedures.

##### **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**

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.

### **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.

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).

Attachment A

### **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.

Attachment B

## INSTRUCTIONS TO DISTRIBUTOR FOR COMPLETING *PRODUCT LIST-PRIME VENDOR*

- School has specified product information and estimated quantities in columns 2, 3, 4, 5, and 11 on the Product List.
- The week that must be used as the basis for Distributor costs is indicated at the top of the form.

### 1. Complete the *Product List – Prime Vendor* by entering Distributor information:

At upper right, provide Distributor name and contact information.

At upper center, provide the proposed fixed fee.

Complete columns as indicated:

Column 1 Distributor Item Number – Indicate “N-S” for non-stock items.

Column 4 Brand or Manufacturer – If School has stated a brand, Distributor must provide an invoice cost for that brand (in Column 6). Alternate brands will be accepted only if listed as an “approved brand” by School.

For non-stock items, state here any fees for special orders that are in addition to the fixed fee.

If School has indicated “Distributor’s choice,” Distributor must state the brand being quoted in the blank space and indicate if the brand is a private label.

Column 5 Pack Size or Purchase Unit – Indicate, if not already indicated by School.

Column 6 Invoice Cost from Manufacturer – Cost from Distributor’s supplier during specified week.

Column 7 Freight – Cost of shipment from manufacturer to Distributor. Freight rates shall be based on carload or truckload quantities of straight or mixed items, except for small-volume products.

Column 8 Distributor Allowance – Enter the amount, if any, that manufacturer will offset the price to School, including rebates and promotions. Cash discounts, label allowances, group allowances, or rebates accrue to the benefit of Distributor.

Leave Columns 9, 10, and 12 blank. The school will use a spreadsheet that automatically populates these columns.

Note on quantities estimated by School (column 11): Quantities may fluctuate during the specified time period due to student preferences and due to allocation of USDA commodities, which are mostly canned fruits and vegetables. Fluctuation of products other than USDA commodities should range +/- 10 percent of estimated quantities.

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

**Houston Gateway Academy**  
**Product – List**  
**2012-2013**

<b>Code #</b>	<b>PKS</b>	<b>Portion</b>	<b>Specification</b>	<b>Description</b>	<b>Price</b>	<b>comments</b>
	1		Per Student	Breakfast		
	1		Per Student	Lunch		

**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 \_\_\_\_\_