



REQUEST FOR PROPOSALS (RFP) PRIME VENDOR – FOOD SERVICE

DATE PROPOSALS ARE DUE: 06/07/2024 by 5:00 PM.

I.	Instructions to Distributors	2-3
II.	Procedural Requirements	4-6
	A. Proposal Submission	4
	B. Calendar of Events	5
	C. Evaluation Criteria	5
	D. Proposal Selection	5-6
III.	School Requirements for Prime Vendor	6-10
	A. Pricing Method	6
	B. Ordering Procedures	6
	C. Substitutions	6-7
	D. Delivery	8-9
	E. Communications	9
	F. Payment Terms	9
	G. Product Specifications	9-10
IV.	Standard Terms and Conditions	10-12
V.	Attachments	
	A. Checklist of Requirements for Proposals	
	B. Product List	
	C. Cover Sheet "School Food Service Prime Vendor Proposal"	

Part 1—Instructions to Distributors

1.01 DEFINITIONS:

Celebrate Dyslexia Schools is the school/district submitting this request. Hereinafter this school will be referred to as “The District”. The District is seeking proposals from qualified food service vendors to provide meal delivery services to our school. We currently do not have cafeteria equipment beyond warmers, and we are looking for a reliable and cost-effective solution to ensure our students have access to nutritious and appealing meals during the academic year.

“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 District, “Distributor” means the organization that submitted the successful proposal. “Distributor” also means a fully licensed and regulated commercial operator of procurement, warehousing, order processing, invoicing, and delivery service, which among other things, takes physical possession and ownership of manufactured goods for delivery to foodservice operations. Distributor can also be referred to as “Prime Vendor.”

1.02 INVITATION TO PROPOSAL The District requests sealed proposals in response to the Request for Proposal (RFP) for purchasing commercial food products, Net Off Invoice (NOI) products and related services from a Prime Vendor. To minimize the need to seek alternate distributors, The District will purchase 100% of NOI products from Distributor.

Submit one (1) original and (2) two copies in a sealed envelope. The original copy needs to contain original signatures. 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 for this RFP.

Proposals will be accepted up to, and no proposals may be withdrawn after, the required date and time of submission. 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 District shall not waive or extend this requirement for any reason. Telephone, facsimile, electronic mail, and telegraphic proposals will not be accepted.

A proposal, once delivered to the formal custody of The District may not be withdrawn until after the Proposals are opened and acknowledged, and no Proposal may be withdrawn for a period of sixty days from the opening thereof. Each proposal shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals shall be prepared documenting the name and address of each offeror and identifying each offeror awarded a contract. The register shall be open for public inspection after contract award.

Proposals will be accepted until 06/07/2024 at 5:00 PM.

1.03 INQUIRIES REGARDING PROPOSAL All inquiries concerning this proposal must be submitted in writing by email to Jasmin Dean at jasmin@celebratedyslexiaschools.org.

Deadline for inquiries is 06/07/2024 at 5:00 PM.

Responses that include interpretations, classifications, modifications, and supplemental instructions in the form of written addenda will be provided to all Distributors on record in the District Purchasing Office. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Distributor. No phone or in person inquiries will be accepted. It is the Distributor's responsibility to bring all discrepancies, ambiguities, omissions, or matters that need clarification to the District's attention.

1.04 PRE-PROPOSAL CONFERENCE A pre-proposal conference will be held on 4/19/2024 from 8:00 AM to 9:00 AM via zoom at <https://us06web.zoom.us/j/4127747867?pwd=YXNWRnh6MnhPZ2R1Q2FqOHQzYU1RQT09>. All vendors are strongly encouraged to attend. The District's representatives will be available to answer any questions or concerns you have regarding this Proposal.

1.05 BONDS

In an effort to reduce the cost of doing business with The District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Vendor, The District reserves the right to pursue any and all remedies.

1.06 CONTRACT AWARD The School Board of Celebrate Dyslexia Schools will make the award. It is the intent of The District to award to one Distributor; the right is reserved to award this Proposal to a single supplier or to reject any or all Proposals if it is in the best interest of The District to do so. The value of the contract, based on purchases for the 2024-2025 school year, should be in excess of \$50,000.

II. PROCEDURAL REQUIREMENTS

A. Proposal Submission

Submit Proposals to the following:

Attn: Jasmin Dean
Celebrate Dyslexia Schools
10131 Military Drive West, Suite 104
San Antonio, TX 78251

Mark envelope “Food Service – Prime Vendor 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 The District.

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

Site visits and pre-award audits may be done by representatives of The District prior to the award.

B. Calendar of Events

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

Calendar of Events	
Action	Date/Time and Location if applicable
RFP Released	April 10, 2024
Pre-Proposal Conference	4/19/2024 from 8:00AM to 9:00 AM at via zoom https://us06web.zoom.us/j/4127747867?pwd=YXNWRnh6MnhPZ2R1Q2FqOHQzYU1RQT09
Deadline for submission of any communications from Distributors	4/26/2024 by 5:00 PM
Deadline for The District to issue addenda to RFP	4/28/24
Deadline for samples to arrive	5/2/24
Proposal due date	06/07/2024 by 5:00 PM
Proposal opening date	4/10/24
The District's selection of proposal	June 9th, 2024
Approval and award	June 10th, 2024

Evaluation Criteria

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

Criteria	Maximum Score
Pricing both Market Basket & NOI	35
Distributor experience & qualifications / Distributor references and/or reputation	25
Value added services and computer capabilities including on-line ordering systems, product nutritional information and marketing.	15
Ability to meet service characteristics described by The District	25
Total	100

C. Proposal Selection

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

The District reserves the right to:

- A) Waive any irregularities or informalities in proposals.
- B) In the best interest of The District, accept or reject any and all proposals or portions thereof, select the next most responsive proposal, or if necessary issue a new RFP. The District will take actions as deemed appropriate.

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

III. SCHOOL REQUIREMENTS

A. Pricing Method

The required methods for determining product prices in the agreement are “Firm Price” and “Cost plus **Fixed Fee**.”

The Firm Price method shall be used for all items in the Product List, Attachment B. All Firm Prices will be held for the entire length of the 1 year contract. All other items shall employ the Cost plus Fixed Fee method of pricing.

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

“**Fixed Fee**” is defined as the difference between cost, as defined above, and the selling price to The District. Fixed fee shall remain firm for the duration of the agreement regardless of supplier invoice price. **Proposals utilizing a “Cost plus Percentage” will be immediately eliminated from consideration.**

Distributor shall ensure that all discounts and allowances it receives are passed onto The District, however characterized by the Distributor. This includes, without limitation, discounts based on total order value; merchandising service fees; discounts for orders delivered directly by manufacturer to The District; allowances attributable to The District’s volume; performance-based allowances; fees for merchandising service, and performance-based discounts.

B. Ordering Procedures

The District utilizes a menu cycle based on a six week time period. The District will place all orders online utilizing the Distributors ordering system.

The District expects to be treated as a House or National account and assigned an in house contact (K-12 Specialist) person.

C. Substitutions and Special Orders

The District expects the Distributor to fulfill 97% of orders without shortages, outages or substitutions. If Distributor is temporarily out of stock of a particular item, he may deliver an equal or superior product at an equal or lower price, **with** prior approval of an assigned representative for the affected The District.

If Distributor fails to deliver any item as listed on the District Order Guide within the prescribed timelines, The District reserves the right to cancel the order and purchase the item(s) on the open market and require payment for the difference between the contract price and the price the District pays on the open market. A substitution approval process must be determined between The District and the Distributor before the contract will be implemented.

Special orders will not ship out automatically. The vendor will work with the assigned representative for the affected District as to the delivery date of each order.

D. Delivery

1.01 DELIVERY GUARANTEE—The Distributor must guarantee at least a 97% fill rate for all orders. If the Distributor fails to deliver any item as listed on the District Order Guide within the prescribed timelines, The District reserves the right to cancel the order and purchase the item(s) on the open market and require payment for the difference between the contract price and the price The District pays on the open market. A Substitution approval process must be determined between The District and the Distributor before the contract will be implemented.

Receiving accommodations at each school/site vary greatly. Distributors are strongly encouraged to investigate the receiving situation at each site prior to submitting their Proposal.

Delivery schedules for each school/site will be mutually negotiated with the Food Service Supervisor for each of The District sites before contract award. Delivery routes must be coordinated to align with other truck deliveries and school bus arrival and departure traffic.

If at any time, a delivery cannot be made within 1 hour of scheduled time, the Distributor must notify the school and the Food Service office to negotiate an alternate delivery time during that same day. Unscheduled deliveries may be refused at the Distributor’s expense. Frequent occurrences may result in cancellation of the contract.

Deliveries shall be made Monday through Friday except school holidays or closing days (due to inclement weather). When holidays or closing days fall on a scheduled delivery day, deliveries shall be made on the next school day or as arranged with the Nutritional Services Department in advance.

Individual Schools Districts and their delivery locations, frequency of deliveries and average cases per delivery are listed below.

San Antonio		
Site Name	Freq.	Students
Celebrate Dyslexia Schools, 2800 Broadway, San Antonio, TX 78209	5 Times (Daily M-F) (Breakfast and Lunch)	112

As to the actual times for daily delivery that will be required, we will work with the vendor that is awarded the RFP.

The Distributor shall “floor set” merchandise into the designated storage area (dry, chilled, and frozen) at each location.

The Distributor shall request the Site Supervisor to verify the accuracy of items, quantities of each item, total quantities, and condition of merchandise. Each delivery ticket shall be receipted (signed) by the Site Supervisor. Variations from the norm (i.e. shortages, damages, etc.) shall be noted on each ticket by the Site Supervisor and initialed by both the truck driver and Site Supervisor.

All shipments shall be delivered FOB: Destination – no freight or fuel surcharges will be allowed.

E. Communication

Distributor shall designate a contact person (K-12 Specialist) to work with The District. On the Cover Sheet Attachment C please list that individual's name and contact information.

Nutritional Information: Distributor will provide Product Specification Sheets, CN Label Sheets, and Nutrient Data Sheets on all products either in paper or electronic form upon request from The District.

Reports: Distributor will provide all reports as requested by The District within 5 business days.

F. Payment Terms

The District shall remit payments in 45 days, from date of receipt and approval of invoice.

The Distributor will issue credit invoices within one (1) week of notification by the school site. Invoices will accompany the delivery.

The District will not pay interest on late payments.

G. Product Specifications

Refer to The District's attached Product List, Attachment B 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 SPECIFIED IS TO BE FURNISHED AND THE CONTRACT WILL BE MADE ACCORDINGLY.

Samples should be delivered to the Celebrate Dyslexia Schools, 10131 Military Drive West, Suite 104, San Antonio, TX 78251 by 05/02/2024 by 5:00 PM. 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.

IV. 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 representatives and auditors.

Auditing Rights

The District reserves the right to conduct quarterly audits to ensure that The District 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 computer verification of costs for line 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 District will provide a listing of items to be verified, not to exceed 30 items, and the date of the pricing period to be verified. If an error rate in excess of 10% were found, a complete market basket audit 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.

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

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

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; nor 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.

The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

The School District procedures seek to avoid acquisition of unnecessary or duplicative items.

Consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made to determine the most economical approach. For questions and concerns regarding procurement solicitations, contract evaluation, and award, contact:

Purchasing Contacts: Jasmin Dean, Interim Superintendent 210-701-6049

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).

Agreement Period

8/12/2024 to 5/29/2025

Option for two (2) one year renewals

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) 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) days before such termination.

Attachment A

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

- Completed Product List (Firm Price)
- List the Fixed Fee for remainder of your catalog on the following categories:
 - Produce
 - Protein (Beef, and Poultry)
 - Dairy/Non Dairy
 - Frozen Foods
 - Refrigerated Foods
 - Dry Grocery
 - Non Foods
- Company description, including organizational chart, identification of staff responsible for agreement duties, and brief position descriptions.
- Demonstration of financial stability, such as supplier credit reference.
- Name and contact information of two school districts close to similar size and characteristics that may be contacted for references.
- Description of procedures: Delivery timelines, minimum delivery quantities, payment terms, credits, special orders, communication services and sales staff. Also include a description of how you plan to meet each of the evaluation criteria.
- Identification of any of the Districts requirements (Section III of this RFP) that cannot be fully met.
- Description of any ancillary services that will contribute to The District's requirements with, with no additional cost.
- Completed and signed Attachment C "School Food Service – Prime Vendor Proposal" form.
- Identify by name the K-12 Specialist on Attachment C "School Food Service – Prime Vendor Proposal" form who will be assigned to work with the schools.

Attachment C

SCHOOL FOOD SERVICE
PRIME VENDOR
PROPOSAL

TO

The District

Due: 06/07/2024 by 5:00 PM

The undersigned hereby offers to provide prime vendor service for food products and Net Off Invoice products as specified in this proposal for the period of [Click here to enter a date.](#) through [Click here to enter a 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) days from the time of opening of the proposal.

DISTRIBUTOR NAME

DISTRIBUTOR ADDRESS

SIGNATURE

of Authorized Representative

PRINTED NAME

TITLE

DATE

K-12 Specialist Assigned to Schools

TITLE

PHONE NUMBER

E-MAIL ADDRESS
