**Request for Proposals**

**20RFP101 Food Service,Tortilla Products**

| **Date** | **Event** |
| --- | --- |
| February 18 and February 25, 2020 | Dates of public notice  |
| March 3, 2020  | Intention to Submit Form **MANDATORY** by 5:00 pm |
| March 10, 2020  | Due date for questions by 5:00 pm |
| March 12, 2020 | Questions and answers posted on our website |
| **April 1, 2020** | **RFP opening / Sealed Proposals due at 2:00 pm CST to the address below**  |
| April 2, 2020 to April 23, 2020 | Evaluation of Proposals  |
| May 1, 2020  | Bidders Notified of Board Recommendation |
| May 8, 2020 | Recommended vendors sign/complete Master Purchasing Agreement via DocuSign |
| May 18, 2020  | AISD Board meeting for review/approval |

| **Deliver Sealed Proposals to:** | **Contact:** |
| --- | --- |
| **Austin ISD Central Warehouse****Food Services Procurement** **3701 Woodbury Drive****Austin, TX 78704** | **Caroline Juarez****Procurement Specialist****512-414-0266****caroline.juarez@austinisd.org****foodservicesprocurement@austinisd.org** |

* **Mandatory Intention to Submit Proposals – Online Form:** Complete mandatory form at <https://forms.gle/FtTyWSNrfXRwtJeB6> by 5:00 pm on March 3, 2020. This will allow the district to provide timely information to the interested parties. This form is a mandatory form.
* Questions must be submitted via e-mail to Food Services Procurement at foodservicesprocurement@austinisd.org by 5:00 pm on March 10, 2020.

**In the e-mail subject line, type:** ***Questions* *20RFP101 Tortilla Products***

* Q & A and addenda will be posted on our website: [www.austinisd.org/cp/bids](http://www.austinisd.org/cp/bids)
* **Proposals are due no later than 2:00 pm on the date indicated**. Your proposal must be delivered by mail or hand delivery in a sealed envelope or carton. Proposals received after the specified time shall not be considered.
* **Please submit the following to address listed above:**

**Required**

* + One (1) hard copy marked “original” – include signed “required” forms
	+ One (1) digital copy on a flash drive – include signed “required” forms and attachments

**Requested**

* + One (1) hard copy marked “copy”
* FAX, e-mail or other electronic proposals will not be accepted**.**
* Proposals must be plainly marked with**:**
	+ - * Name and address of the respondent
			* RFP number and title above

**Checklist and Submission Guidelines**

This checklist is provided to help you conform to all form/document requirements stipulated in this solicitation and attached herein.
(This is not a required form, it is not necessary to return this checklist with your proposal.)

# Understanding the Proposal

Completed

* Read entire RFP document, appendices and attachments
* Review AISD Policy and Instructions on our website: [Policy and Instructions](https://www.austinisd.org/cp/forms)
* Complete Intention to Submit Proposal online form (Food Service Dept.)
* Attend pre-proposal conference (not required)
* Submit questions properly before deadline
* Review addenda, Q&A and other additional attachments
* Review Proposal Format section of RFP

# Forms

Completed | Required

🞏 | 🗹 Intention to Submit Proposal online form

🞏 | 🗹 Bid Certification

🞏 | 🗹 Notification of Criminal History of Contractor

🞏 | 🗹 Debarment, Suspension and Ineligibility Certification

🞏 | 🗹 Conflict of Interest Questionnaire (CIQ) – electronic

🞏 | 🞏 Strategic Partner Profile

🞏 | 🗹 EDGAR Vendor Certification

🞏 | 🗹 Attachment A - Line Item Worksheet (save to flash drive as workable document)

# Submitting the Proposal

Completed

* Prepare the proposal in the format specified and complete & sign all required forms
* Submit required hard copy marked “original”
* Submit required digital copies on flash drive
* Submit requested quantity of hard copies marked “copy”
* Package proposal in sealed envelope or carton clearly labelled
* Deliver proposal to delivery address by RFP opening / due date and time

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# INTRODUCTION

The Austin Independent School District (herein after referred to as “AISD” or the “district”) is seeking proposals from firms qualified and experienced in providing Tortilla Products. Being a legal method of procurement for school districts in Texas, AISD would like to utilize current platforms to engage suppliers.

The District seeks to improve child nutrition by providing quality products, reduce the distance that food travels between producers and students, support labor law compliance along the supply chain, support food production practices that have lower environmental impacts, and support farmers and producers that provide healthy and humane conditions for animals.

# HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM REQUIREMENTS

The HUB Program promotes and strongly encourages the involvement and participation of Historically Underutilized Businesses in District-wide procurements.

# PROPOSAL FORMAT

1. **Preface**

The Contractor shall provide an executive summary of two (2) pages or less, which gives in brief, concise terms, and a summation of the proposal.

1. **Proposal**

The vendor’s proposal itself shall be organized in the following format and informational sequence:

***Section I******– Summary of Experience***

This section shall contain the full name and address of the contractor submitting the proposal and a brief summary of the contractor’s experience and individual experience for personnel who will provide this product or service.

***Section II - Scope of Service***

A description of services and capabilities as outlined in the Scope of Service and Performance Requirements sections of this RFP, in the order shown. Clearly state any exceptions taken to the specifications of this RFP, or any conditions of the proposal.

***Section III - Financial Proposal***

This section shall contain a straightforward, concise delineation of the contractor’s fees to satisfy the requirements of this RFP. It is the contractor’s responsibility to specify all costs (i.e. administrative fees, processing fees, etc.) associated with providing the products or services required herein. Provide prices in Attachment A below, which includes all costs for product, delivery, packaging, etc.

***Section IV – References***

References are to be from government agencies and/or firms, which are substantially serviced by the vendor (references most similar to Austin ISD should be provided).

Each reference must contain the reference’s name, address, telephone number, and point of contact (including email address). A list of at least three (3) references from current customers must be provided and must complete Attachment B in the sealed proposal.

1. **Required Forms**

Forms are required with **Original response & flash drive only**; they can be excluded from additional requested copies.

Contractor shall execute the following required forms (located on our website: [Required Forms link](https://www.austinisd.org/cp/forms)), and return the **signed** **original** with the proposal:

* Bid Certification
* Notification of Criminal History of Contractor
* Debarment, Suspension and Ineligibility Certification
* EDGAR Vendor Certification
* Software Vendor Certification Form (when applicable)
* Conflict of Interest Questionnaire (CIQ). The CIQ is prepared by the Texas Ethics Commission, in compliance with Chapter 176 of the Texas Local Government Code. The form should be submitted on-line, see Required Forms link above.

# INITIAL REVIEW OF PROPOSALS

Any contractor determined non-responsible or any proposal determined non-responsive will not be evaluated further. The contractor will be notified of a non-responsible or non-responsive determination.

**Responsive**
In order for a proposal to be responsive:

* ALL required forms listed above shall be signed and included with proposal;
* Proposal shall be received prior to the RFP opening date at the address listed on the cover page;
* Proposal shall respond to the entire scope of service and performance requirements as requested.

**Responsible**
In order for a proposal to be responsible, the contractor shall be in good financial standing with the Texas Comptroller of Public Accounts.

# COMPETITIVE SELECTION / EVALUATION

* 1. This is a NEGOTIATED procurement and as such, award will not necessarily be made to the offeror submitting the lowest priced proposal. Award will be made to the firm submitting the best responsive proposal satisfying AISD’s requirements, price, and other factors considered.

Consistent with state law and district policy, this RFP does not commit the district to award a contract. The district reserves the right to accept or reject any or all proposals and/or award in whole or in part any proposal if the district determines it is in the best interest of the district to do so.

* 1. The district will reference the table below in the evaluation process.

|  |  |  |
| --- | --- | --- |
| **Points** | **Item** | **Detailed Description** |
| **20 Points** | Proposed Plan  | **20 points** If the adequacy and completeness of the plan offered addressing the VI. Scope of Service. |
| **15 Points** | Vendor Capabilities | **5 points** Based on the vendor’s history with the District, including references.**5 points** If the vendor allows farm or production facility tours. **5 points** If the vendor submits labels that include the name of the farm/ranch, name of producer, and the address including the zip code. |
| **15 Points** | Good Food Purchasing Practices | **5 points** if grains come from a grower that is within 500 miles of AISD AND grower is family owned or worker cooperatively owned **and/or** manufacturer is within 500 miles of AISD AND is family owned or worker cooperatively owned **5 points** if grains/product is Pesticide-free, Food Alliance certified, USDA Organic, OR Demeter Certified Biodynamic **5 points** if product is certified by at least one of the following: Fair for Life, Fairtrade America (Fairtrade International FLO), Fairtrade USA, Food-Justice certified by the Agricultural Justice Project, or the Equitable Food Initiative OR if grower/manufacturer holds a union contract with its workers/employees |
| **15 Points** | Product Quality & Clean Labels | **5 points** For quality, acceptability, nutritional integrity of food products and their ability to meet specifications (see Attachment A)**5 points** For product(s) meeting USDA, TDA and local guidelines.**5 points** For preferred packaging |
| **35 Points** | Financial Proposal | **30 points** for purchase price including long-term cost to the District to acquire the goods or services.**5 points** for the impact on the District to comply with historically underutilized business related laws. |

* 1. The committee evaluating the proposals submitted in response to this RFP may require any or all contractors to give an oral presentation in order to clarify or elaborate on their proposal as well as to provide a demonstration. Upon completion of oral presentations or discussions, contractors may be requested to revise any or all portions of their proposals and submit a best and final offer (BAFO) for consideration.

# SCOPE OF SERVICE AND PERFORMANCE REQUIREMENTS

1. **Background**

Austin ISD Nutrition and Food Services department’s mission statement is to support the achievement of all students by expanding food access, serving healthy, tasty meals, and providing learning opportunities about nutrition, cultural foodways, and the food system.

The District participates in the National School Lunch Program and School Breakfast Program and is required to use related funds, to the maximum extent practicable, to buy domestic commodities for Program meals.  A domestic commodity or product is defined as one that is either produced in the US or is processed in the US substantially using agricultural commodities that are produced in the US as provided in 7 CFR 210.21(d).

The District seeks to improve child nutrition by providing quality products, reduce the distance that food travels between producers and students, support labor law compliance along the supply chain, support food production practices that have lower environmental impacts, and support farmers and producers that provide healthy and humane conditions for animals.

1. **Contract Term**

The agreement(s) resulting from this solicitation will be in effect for an initial term of one (1) year beginning July 1, 2020 to June 30, 2021. The parties by mutual consent may renew the agreement for up to three (3) additional one (1) year periods. In addition, the district reserves the right to extend the contract for an additional time beyond the final expiration date if necessary to ensure no lapse in service.

1. **Award**

The district prefers to award one vendor for all line items in Attachment A. However, the district may award multiple vendors in order to meet the district needs. The awarded vendor will provide services/products to approximately 120 sites (see Reference 1 for full site list). In the event the awarded vendor cannot perform as required, the vendor will be given the opportunity to resolve issues. If vendor performance does not improve, the district reserves the right to terminate the agreement.

The Food Services department shall give preference to products that meet specified criteria in each value category according to the evaluation rubric in each bid (e.g. USDA Certified Organic dairy products, GAP Certified meat products, Certified Grassfed beef, Fairtrade certified etc.) when documentation is provided demonstrating current and valid certifications. The department shall also give preference to growers, processors, manufacturers, and distributors who are located within 500 miles of Austin and provide demonstrably safe and fair working conditions to their employees.

Preference will also be given when purchasing products that are minimally processed and do not contain ingredients that are on the School Food Focus unwanted and watch ingredient lists. Price and product availability will be factored into determining which organic and clean label product(s) to award. Responders have the ability to enter more than one product per specification by inserting a line to Attachment A for the following item, however, only one product will be awarded meeting each specification. Vendors claiming any third-party certification for their products (e.g. USDA Certified Organic, GAP Certified, Fairtrade America, etc.) must provide current and valid documentation with their bid submission in order to be considered.

1. **Specifications**

The District requires all produce to be of **DOMESTIC ORIGIN** unless otherwise approved. In compliance with the State of Texas Education Code, section 44.042. “A school district that purchases agricultural products shall be give preference to those produced, processed, or grown in this state if the cost to the school district is equal and quality is equal.” “If the agricultural products produced, processed, or grown in the state are not equal in cost and quality to other products, the school district shall give preference to agricultural products produced, processed, or grown in other states of the United States over foreign products if the cost to the school district is equal and quality is equal.”

Attachment A lists the items needed in detail with estimated quantities. Attachment A must be submitted as a workable document on a flash-drive with the sealed proposal.

Austin ISD will give greater priority to products which contain ingredients that are pesticide free or USDA certified organic as well as ingredients grown and manufactured within 500 miles of Austin ISD warehouse. Vendors who submit a bid price for a product claimed to be pesticide free, USDA certified organic and/or harvested within 500 miles must also provide accompanying documentation/certifications for bid to be valid.

**CN LABEL OR SIGNED PRODUCT ANALYSIS, NUTRITION FACTS AND INGREDIENT STATEMENT:** Vendor to provide a Child Nutrition (CN) Label or Signed Product Analysis, nutrition label/facts, and an ingredient statement for each item bid.

Vendors are required to submit a Child Nutrition (CN) Label or signed Product Formulation Statement, see Attachment E, along with a nutrition and ingredient label. In addition, instructions for product quality and shelf life details are required

1. **Ordering**

It is the District’s preference that café managers will place orders weekly. Orders shall be placed by café managers between 24 hours – 7 days prior to delivery date needed, depending on the schedule *proposed*. A sample delivery schedule is attached, see Attachment C.

First Orders for SY 2020-2021 must be delivered prior to the first day of school, tentatively August 18, 2020, see Reference 1 SY 2020-2021 calendar. The awarded vendor will work with the district regarding details for first order logistics.

The awarded vendor shall be able to receive orders via internet based ordering system from each of the café managers. The district prefers integration with PrimeroEdge (Cybersoft Technology). The awarded vendor will work with the district to integrate online ordering software with PrimeroEdge (Cybersoft Technology).

In the event that the order is incorrect, the café manager or staff will contact awarded vendor’s customer service department for a corrected order to be delivered before next meal service (depending upon scenario). The District reserves the right to withhold payment for incomplete orders or damaged products.

**Hot Shot Orders**

Hot Shot orders are emergency orders requested by the manager after the original due date. Provide instructions on how to request hot shot orders.

1. **Deliveries**

Product shall be delivered a minimum of one (1) time per week to multiple locations; other locations will place orders for delivery multiple times per week. There are approximately 120 sites (see Reference 1 for school list) that will need deliveries during the months of August through June. In addition, deliveries will need to be made to approximately thirty-five (35) to sixty (60) summer school locations during the months of June and July. Deliveries shall occur between the hours of **6:30 am and 1:30 pm**, Monday - Friday (or days agreed upon awarding the contract.

Deliveries may only be made to school kitchen back docks or back doorways (no school offices). Delivery personnel shall be presentable, appropriately dressed along with a company I.D. badge at all times. Only café personnel are permitted to sign for delivery of product. Copies of delivered items (invoices) shall be provided to café personnel upon delivery of product. **Delivery personnel must also have undergone a criminal record check and these criminal record checks should be periodically administered by awarded vendor.** Vendors may select to use a third-party distributor.

**Holidays**

Designated school holidays including Student/Staff/Professional Development day and DOI (District of Innovation) days occur throughout the school year – it is the responsibility of awarded vendor to work with the district to create an alternate delivery,

made the following business day.

It is the District’s preference for the awarded vendor to make deliveries Tuesday through Friday. This will decrease the chance of interrupted operations since majority of school holidays fall on Mondays.

**Receiving**

Café Managers will verify that the items delivered match the invoice/ticket before the driver leaves and the invoice is signed. Discrepancies will be notated on the invoice ticket prior to signing. Accounts payable team will review café receipts and will only pay for items received and signed off by café managers.

Products will be inspected by Austin ISD school cafeteria managers upon delivery and will be refused if not of acceptable quality or if specifications are not met. The District reserves the right to make further inspections of the product after delivery and have product which does not meet specifications picked up and replaced or credited.

**Substitutions & Order Shortages**

No substitutions may be made without approval from the District Dietitian, Nutrition and Food Services Department. It is expected that substituted products will be of the same or higher quality and the price shall be equal to the price for the specified items.

In the event that the order is incorrect, the café manager or staff will contact awarded vendor’s customer service department for a corrected order to be delivered before next meal service (depending upon scenario).

Delivery of any replacement product will be the responsibility of the vendor. No substitutions may be made without approval from District Dietitian of the Nutrition and Food Services Department. It is expected that substituted products shall be of the same or higher quality and the price shall be equal or less than to the price for the specified items. The district will not pay a higher price for a substitution.

1. **Credits**

Provide sufficient information regarding credit process for the following scenarios;

* + - If an item is ordered but not received
		- If an item is delivered but was not ordered
		- If an item is delivered damaged
1. **Product Quality & Labeling**

**Pre-cut Packaged Items:**

Packaged products must be processed in a facility that has a city and state license. Please submit a copy of license. All pre-cut items must be marked with weight and date packed, and include an ingredient label if required (City of Austin Health Department requires an ingredient label for all packaged items that have more than one ingredient).

Produce will be inspected by Austin ISD school cafeteria managers upon delivery and will be refused if not of acceptable quality or if specifications are not met. The District reserves the right to make further inspections of the product after delivery and have product which does not meet specifications picked up and replaced or credited. Delivery of any replacement produce will be the responsibility of the vendor. No substitutions may be made without approval from the Nutrition and Food Services Department. It is expected that substituted products shall be of the same or higher quality and the price shall be equal to the price for the specified items.

1. **Sample Procedures**

Samples may be requested and are to be delivered by the bidder to the location listed below for examination of such samples.

* + - 3701 Woodbury Dr., Austin, TX 78704

Notification of sample delivery must be sent to the Procurement Specialist via email including estimated delivery date, delivery tracking information, if applicable, actual delivery date, and who signed to accept delivery. Samples needed for a proposal to be evaluated properly must be delivered within seven (7) working days from the time the vendor is notified.

Product information for items **must** be delivered with samples. Each sample must be clearly marked to show the bidder’s name, address, proposal title and proposal item number for which the sample is being proposed. Samples should be submitted at no cost to the district. Sample items from the successful bidder will be retained for the purpose of determining that the quality and workmanship of the delivered items comparable to the sample. PRODUCT SAMPLE CHECK-IN FORM, refer to Attachment C for further instructions.

1. **Purchase Orders & Invoices**

A blanket (open-ended) purchase order will be issued from the District’s Food Services Procurement team for each location listed in Attachment B. The purchase order is an estimated dollar amount the district has budgeted. The district will only submit payment for items received by café managers.

Invoices for items delivered and accepted shall be submitted by the vendor to the place of delivery and signed by the café manager receiving the merchandise. All statements are to be emailed or mailed to foodservicesaccountspayable@austinisd.org or Austin ISD, Nutrition & Food Services, 3701 Woodbury Drive, Austin, TX 78704, at the end of each month.

Payment will be delayed if the awarded vendor does not email or mail a statement to the addresses listed two weeks after of the last day of the month. In order to receive payment in a timely manner, submit invoices to Food Services Accounts Payable team, at the time frame requested. Austin ISD reserves the right to withhold payment for incomplete orders or damaged products.

Catering and Concession operations will be issued on a separate purchase order. Statements for catering and concession operation must be submitted separate and should reference the purchase order number.

1. **Material Change**

Material change means a modification that substantially exceeds and/or alters the terms of the original contract. The following anticipated and unanticipated changes are to be considered as well do not qualify as a material change: 5% upward or downward trend in student enrollment and/or participation to allow flexibility for program growth or decline; unanticipated program and/or regulation changes. If a material change occurs, the contract will not be renewed upon the conclusion of this term.

1. **Pricing & Financial Proposal**

Proposers must agree to fixed pricing for the initial 1-year period, and then for each subsequent 12-month period, at which times it may be adjusted up or down, based on verifiable documentation, provided by the Vendor to the Buyer, documenting on which items pricing should change (up or down).

Written notice should be provided 60-days prior to the end of the then current price period. Failure to provide price decreases on time will result in such decreases being retroactive to the beginning of the date where those reductions should have taken effect.

Over the contract period, awarded Supplier will offer Buyer, within 30-days of industry changes, price reductions similar to price reductions in the market for products listed, if they exceed a 5% reduction in price. Supplier offers not made may be considered a Supplier performance issue.

1. **Health & Safety**

Vendors are required to comply with all applicable Local, State, and Federal Health & Safety Certifications, licensing, or regulations, which include, but are not limited, to facility use, food establishment, and authorized providers.

All bidders shall have either a B.S. level Microbiologist on staff or retain as a consultant to perform various testing to assure their plan and products are safe for human consumption.

Each facility should be USDA approved and have in place a HACCP Recall Program. Private audits (with documentation of successful inspections) shall occur at each bidder’s facility to ensure the utmost sanitation conditions as required by federal, state and local regulations. Copies of most recent audits may be request by Austin ISD Nutrition and Food Services at any time.

**Food Recall Procedures:** Vendors are required to have, and follow, written Food Recall procedures which includes a primary and secondary point of contact. If a product recall is instituted on an item that has been furnished and delivered to Food Services department, the supplier will immediately notify the Food Services office by e-mail or in writing will all pertinent information on the recall. Supplier shall be expected to voluntarily comply with all Federal, State and Local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Supplier shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from the SFA sites in an expedient, effective, and efficient manner. Supplier will be responsible for all costs associated with replacing product, shipping charges, and/or product credit. Food/Product Recall procedures must be provided with the proposal submission, which includes the notification process – at a minimum the method of notification and timeline.

**Traceability**

The awarded vendor will be obligated to provide Manufacturer Name, Processing Location and address upon request.

1. **Protests**

Refer to Policy CH-LOCAL (see Checklist and Submission Guidelines, page 3 – Policy and Instructions link)

1. **Records Retention**

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to the District under this Agreement. These records and accounts shall be retained by Vendor and made available for audit by the District, for a period of not less than five (5) years from the date of completion of the services, receipt of goods, or the date of the receipt by the District of Vendor’s final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed.

# APPENDICES AND ATTACHMENTS

* Appendices (Documents included within this proposal):
	+ Appendix 1 – Purchasing and Acquisition Vendor Relations Policy CHE-LOCAL
* Attachments (Separate documents available to download):
	+ Attachment A – Line Item Worksheet (Excel)
	+ Attachment B – Reference Check List
	+ Attachment C – Product Sample Form
* Reference Documents (Separate documents available to download):
	+ Reference 1 – District Information (Site list & Calendar)
	+ Reference 2 – Ordering & Delivery Schedule Sample
	+ Reference 3 – Product Formulation Statement Example
	+ Reference 4 – GFPP & SFF Ingredient List Overview
	+ Reference 5 – Contractor Verification Process
	+ Reference 6 – AISD Procurement Information