March 15, 2024, RFP #17-24 May 3, 2024, 1:00 pm

Prime Vendor RFP for School Year 2024-2025

**Public Notice**

Bixby Public Schools issues this Request for Proposals (RFP) to procure a contract solution for a **PRIME VENDOR (for Food and Related Supplies)**. Details of the RFP are available beginning March 15, 2024, continuing until May 3, 2024. Details may be obtained from the Bixby Public Schools, [bixby child nutrition](https://www.schoolnutritionandfitness.com/index.php?sid=1565026514811), Helen Hurst, and hhurst@bixbyps.org.

Proposals must be submitted in a sealed packet, **clearly marked as Prime Vendor RFP # 17-42, and dated with the Response closing date.** Proposals must include two separate sealed envelopes; one for the Technical Proposal and the other for the Pricing Proposal (e.g., Attachment B and C, other price/discount proposals, etc.). Each sealed envelope must be clearly marked indicating “Technical Proposal” or “Pricing Proposal”. Proposals must be received by the Administration Office located at Bixby Public Schools (BPS) Administration Office, 109 North Armstrong, Bixby, OK 74008 by May 3, 2024, at 1:00 p.m. Central Time. Any responses received after 1:00 pm (Central Time) onMay 3, 2024, will not be considered.

Non-Kickback Affidavit must be submitted with each invoice exceeding $25,000.

The vendor must comply with the Contract Work Hours and Safety Standards Act (CWHSSA), which is a United States federal law that covers hours and safety standards. The Act provides that employees receive no less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek.

This procurement utilizes the Request for Proposal method and, as such, the award does not have to be made to the company submitting the lowest priced proposal. The award will be given to the company submitting the best responsive proposal satisfying the requirements of Bixby Public Schools.

Questions may be directed to Helen Hurst, Director of Child Nutrition, by phone at 918-366-2214 or by email at hhurst@bixbyps.org.

The Board of Education of Independent School District 1-12, Oklahoma County, Bixby, Oklahoma, is under no obligation to accept any offer and reserves the right to reject any or all offers. This RFP is submitted as a legal offer and when awarded by the Board of Education constitutes a firm contract. The Board of Education reserves the right to terminate the contract at any time if the offeror fails, neglects or refuses to comply with the terms of the contract. Responding offerors will be notified of the awardee upon final approval by the Bixby Board of Education.

*TERMS AND CONDITIONS* **Page 2 of 5**

1. Sealed proposals are due at the Administration Office at Bixby Public Schools (BPS), 109 North Armstrong, Bixby Oklahoma. Proposals received after the closing time stated in the RFP will not be considered.
2. Proposals must be sealed and clearly marked with the name of the offeror, RFP number, and closing date of the RFP.
3. Proposals must contain two separate, clearly marked, sealed envelopes; one containing the TECHNICAL proposal and the other containing the PRICING proposal. Offers must be submitted on the prepared, enclosed forms. All information must be legible.
4. The award will be made, on the basis of price and other factors, to the responsive and responsible firm whose response is most advantageous to BPS, after price and other factors have been considered.
5. Proposals received must include completed affidavit on front of this form. Alternate forms may be considered but must reference this RFP; all terms and conditions will still apply. Penciled offers will not be accepted. All corrections must be initiated.
6. Items shall be proposed F.O.B. to BPS and include packaging, handling, shipping, and delivery charges fully prepaid by the vendor.
7. All proposals must be submitted exclusive of Federal Excise Tax and Oklahoma State Sales Tax. If documentation of tax exemption is required, please make such notation on your proposal and such documentation will be furnished to the vendor with the purchase order.
8. The vendor shall deliver merchandise as proposed. No deviations shall be made without prior approval of the Purchasing Office.
9. No interpretation will be addressed by the Purchasing Office unless it is received at least seven (7) days prior to the scheduled closing time. Any and all such interpretations and supplemental instructions will be in the form of written addenda and will be sent to all prospective offerors if the competitive nature of the RFP is affected. An extension of the closing date may be made by BPS if the situation warrants.
10. Proposals should reference the brand name/item number listed or its equivalency. If proposals are based on equivalent (“alternate”) products, indicate on the response form the manufacturer’s name and item number. Vendor must submit spec sheets for any proposed “alternates' ' or where the brand is not specified. Proof of equivalency is the responsibility of the proposer, but final determination of acceptable equivalency belongs to BPS. Proposals that do not comply with these requirements are subject to rejection.
11. All proposals submitted are subject to the purchasing policies and procedures established by the BPS Board of Education, these Terms and Conditions, and specifications listed herein – all of which are made a part of this RFP by reference. This RFP, any subsequent purchase order or contract, and all related payments will be governed by the laws of the State of Oklahoma.
12. This proposal is submitted as a legal offer, and any proposal awarded by BPS Board of Education constitutes a firm contract.
13. This form must be completed with the corporate name of the responder and must be fully and properly executed by an authorized person and notarized with full knowledge and acceptance of all its provisions. Any contract award and subsequent payment will be made on the basis of responder’s name as shown on the response. Oklahoma laws require each vendor submitting a response to the State of Oklahoma for goods or services to furnish a notarized sworn statement of non-collusion; therefore, this response is invalid if statement of non-collusion is not signed.
14. By submitting a response, vendor acknowledges and will honor the Terms and Conditions. Any attachments produced by the responder and submitted with this proposal will become part of this proposal. These Terms and Conditions will apply to all attachments and supersede any Terms and Conditions in any attachments.
15. PROPOSALS MAY BE REJECTED UNLESS THE ABOVE PROCEDURES ARE FOLLOWED. BPS RESERVES THE RIGHT TO REJECT ANY AND ALL OFFERS IF IT IS IN THE BEST INTEREST OF THE DISTRICT TO DO SO.
16. If this contract will involve any labor on the campus of BPS, the vendor must provide insurance coverage as prescribed by the laws of the State of Oklahoma. The vendor will hold the District harmless and will assume all responsibility for personal injury and property damage occurring with the project. The awarded vendor is to ensure a copy of an Insurance Certificate showing coverage by Worker’s Compensation and/or other Liability Insurance is on file with the District, or that s(he) is exempt from carrying such insurance, BEFORE work begins. Failure to carry the Insurance by an exempt vendor will not necessarily void his/her proposal.
17. If your company participates in a national purchasing cooperative, please contact BPS Purchasing Department for information regarding the District’s participation.
18. Acceptance of the District’s purchasing card as a payment may be considered and evaluated in the contract award.
19. There shall be no storage charges for any items stocked by the Vendor. Substitutions made for “out of stock” items are acceptable only with District approval and priced at or below the proposed price of the original items.
20. The Vendor shall keep the District informed of any rebates that could be redeemed by the District and provide tracking information on usage so that the District may take full advantage of all available rebates and free goods offers.
21. Deliveries:
    1. Deliveries are to be made weekly to the appropriate number of sites listed in “Attachment A – Delivery Sites”.
    2. Deliveries will be made during normal operating hours of 6:30am – 1:30pm. Each participating district will specify its delivery window.
    3. Acceptance of deliveries may be delayed if made between the serving hours of 11:00am – 1:00pm.
    4. All product and invoices will be inspected and signed by a Child Nutrition employee at the time of delivery denoting correctness of delivery, unless otherwise noted.
22. Returns and Credits:
    1. Child Nutrition reserves the right to refuse and return any product, at the time of delivery or at the next delivery date, that is determined to be unacceptable. Returned items and cause of refusal will be denoted on the signed invoice.
    2. Unacceptable product includes, but is not limited to: not meeting specification, out of date, damaged, or pilfered.
    3. Vendor will replace refused product within a time frame not disruptive of planned usage. Time frame will be mutually determined on a case by case basis by Child Nutrition and the vendor.
23. All invoices received by the last working day of any given month.
24. Either party may terminate this contract by notifying the other party in writing within thirty (30) days prior to the intended date of termination. Failure to comply in full with the terms of this contract will be considered cause for immediate cancellation.
25. Code of Conduct: No employee, officer, or agent of the District shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved.
26. Energy Policy and Conservation Act: Vendor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
27. Clean Air/Water Act: Vendor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act and the Federal Water Pollution Control Act as amended. Vendor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Vendor must immediately notify the District of the receipt of any communication indicating that any of the Vendor’s facilities are under consideration to be listed on the EPA List of Violating Facilities.
28. Contract Work Hours/Safety Standards Act: Vendor must comply with all applicable standards, orders, and requirements issued under 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
29. Protest Procedures: Any actual or prospective bidder who considers himself to have been aggrieved in connection with any solicitation, evaluation, or award of a contract by the District may formally protest by submitting in writing to the Business Office of the District specific identification of the statutory or regulatory provision alleged to be violated and a description of the specific action alleged to be in violation. If the protest is not resolved by mutual agreement, the District shall issue a written determination to the protesting party that includes the resolution of the protest.

EQUAL OPPORTUNITY STATEMENT

Bixby Public Schools, in compliance with Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended, Title IX of The Education Amendments of 1972, Sections 503 and 504 of The Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, The Family and Medical Leave Act of 1993, The Civil Rights Act of 1991, and other Federal Laws and Regulations, does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or status as a veteran in any of its policies, practices or procedures; this includes but is not limited to admissions, employment, financial aid, and educational services.

**Scope of Work**

The goal of this Request for Proposal (RFP) is to establish a contract with a Distributor for the purchase and delivery of food and non-food items by Bixby Public Schools.

The contract shall include a complete and comprehensive program for orders, deliveries, fill-rate, pricing, invoicing, promotions and rebates, electronic data transmission, and evaluation programs.

Pricing proposals will be evaluated based on the lump sum of the Market Basket (see Attachment B).

Bixby Public Schools’ expectations are that the Distributor shall maintain a high quality program for warehousing and distribution, to assure that first-in first-out principles are used, product shelf life is monitored, products are free of damage, correct products and quantities are selected and delivered at the correct price, product discrepancies and complaints are resolved and corrective action is initiated, customer satisfaction is monitored, supplier, USDA and FDA initiated food recalls are promptly reported, and salvaged products are not used. It is critical to Bixby Public Schools that an alliance is established with a Distributor who has a record of conforming to contractual requirements and schedules, a record of reasonable and cooperative behavior, commitment to customer satisfaction and an overall business-like concern for the interests and success of the customer. Proposals may include references from current Oklahoma school customers to help evaluate overall qualifications and customer satisfaction.

While the purpose of this RFP is to establish an agreement with a Distributor to provide Bixby Public Schools with a primary source of supply for regularly ordered food, the resulting agreement is not to be interpreted as an “exclusive” agreement with respect to all requirements for such products. Bixby Public Schools is not obligated to purchase off of this contract and can choose to purchase from other contracts if they wish. It is anticipated that certain products or categories of products will be accepted or excluded from the Agreement. A listing of specific exceptions would include, but not be limited to the following: ice cream and novelties, fresh milk and dairy products, bread, produce, vending items and non-food items.

Bixby Public Schools cannot and will not guarantee any purchase volume under any contract resulting from this RFP.

Bixby Public Schools expects the Distributor to work in concert with all the participating staff to provide a high-quality dining program at competitive prices. With this goal in mind, the Distributor is expected to apprise Bixby Public Schools and participating districts of opportunities to reduce cost and maintain high standards of food quality.

As the contract commences, pricing may be requested for new items. The Distributor may negotiate pricing with manufacturers on behalf of Bixby Public Schools and the participating districts.

**Proposal Schedule: (all times are Central Time)**

**RFP Issued** March 15, 2024

**Deadline to Submit Proposal** 1:00 pm May 3, 2024

**Award Announced** May 9, 2024

**Contract Begins** July 1, 2024

The initial term shall be from July 1, 2024, to June 30, 2025. This agreement will become effective upon signing by both parties. This agreement may be extended annually for an additional four (4) years upon mutual ratification by the parties.

**QUESTIONS REGARDING THE SOLICITATION**

* **All questions of material relevance must be submitted by email to Helen Hurst, Director of Child Nutrition by 3:00 pm CDT on April 26, 2024. Email address: hhurst@bixbyps.org.**
* Responses to questions of material relevance will be issued to all vendors.

The participating districts are interested in any additional incentives the Vendor may have to offer to decrease the cost of the foods it purchases. Vendors should offer only those items that they can supply to Edmond Schools on a consistent basis. Bixby Public Schools Board of Education will evaluate and award proposals on an item-by-item basis or in a manner that is most advantageous to the District.

Submitted response is considered a legal offer and an award by the Bixby Public Schools Board of Education constitutes a firm contract. Please reference “Terms and Conditions” attached. The fixed fees and availability of product must be guaranteed for the duration of the contract. **Amounts needed on each Market Basket item are estimates for evaluation purposes only and are not guaranteed.**

Your assistance and advice in clarification of our system and/or specifications is greatly appreciated. It is our hope you will continue to communicate trends in the marketplace so the goal of purchasing the right product at the right price for the greatest service to students is accomplished.

**Pricing Information**

1. Cost of Items

The fixed fee structure established with the initial proposal may not change during the life of the contract. The fee structure shall remain firm for the duration of the contract on all products purchased through this agreement.

***The District is requesting pricing that includes the actual cost (actual cost to the Vendor) of product plus a fixed fee for service per each case.*** The Vendor shall specify (on the attached “Attachment C - Fixed Fee per Case Schedule”) the fixed fee for service per case for each category of food and supplies not specifically listed on the market basket response sheets. The fixed fee for service shall be a set flat-rate fee and not a percentage of the cost. The fixed fee for service shall include all associated costs, including, but not limited to, shipping, freight, storage, and fuel surcharges.

A market basket of items is attached with the proposal (see “Attachment B – Market Basket”). Pricing proposals will be evaluated based on the lump sum of the Market Basket. To evaluate pricing data, Vendors shall use “Distributor Costs” for the 2024-25 school year, beginning on July 1, 2024. For staple-type items, where School Year 2024-25 pricing is not available, vendors shall use “Distributor Costs” for the week of February 1, 2024.

**All price quotes must be submitted on the forms that accompany this RFP.**

Vendor must guarantee that quoted items meet or exceed attached specifications by offering the Brand Name or “Equal To” for all items listed. To evaluate the quality of items offered, Vendor must submit specification sheets for any “alternate” items offered or where no brand/manufacturer is specified by the District. Bixby Public Schools has sole authority in determining whether or not an item is an acceptable alternate.

No items requested shall include any state or federal excise tax. The tax exemption certificate will be furnished upon request.

As the contract commences, pricing may be requested for new items. The Distributor may negotiate pricing with manufacturers on behalf of Bixby Public Schools.

1. Audit Rights

The District requires open, unannounced audit rights throughout the length of agreement. The District will audit only those materials associated with the District’s pricing.

**Evaluation and Award**

The award will be made, on the basis of price and other factors, to the responsive and responsible firm or individual whose response is most advantageous to the district, after price and other factors have been considered. Proposal evaluations will consider the following:

Cost/Delivered Price 50 Points

Ability to Provide Products and Meet Specifications 15 Points

Service and Delivery 15 Points

Discounts and Incentives (e.g., quick payment, p-card, volume) 10 Points

Value-Added Services (e.g., reporting, inventory management) 10 Points

Overall Qualifications, including past experience/history 10 Points