

West Texas Opportunities, Inc.
RFP for CACFP Food

WEST TEXAS OPPORTUNITIES, INC.
REQUEST FOR PROPOSAL
FOOD SUPPLIER FOR CACFP

West Texas Opportunities, Inc. (WTO) is soliciting, through this request for proposals (RFP), competitive sealed proposals from qualified applicants to provide food delivery of creditable foods that will contribute to the daily production and service of reimbursable meals through the USDA Child and Adult Care Food Program (CACFP), to Head Start sites in Andrews, Crane, Dawson, Gaines, Martin and Upton Counties. All proposals must be submitted in accordance within the standards and specifications contained with this RFP and promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified responsive and responsible offer. The award will be made to the Bidder(s), whose sealed bid proposal is determined to be responsive to the specifications of this RFP and most advantageous to WTO, price and other factors considered.

Interested parties can obtain a packet at gowto.org or by contacting Maria Elena Florez by phone at (806)872-2134 or by email at m.florez@gowto.org . The deadline to submit a proposal is 3:00 p.m. on October 2, 2018. Proposal must be sent to: West Texas Opportunities, Inc., 603 N 4th Street, PO Box 1308, Lamesa, Texas 79331.

WEST TEXAS OPPORTUNITIES, INC.



Request for Proposal for CACFP Food Vendor

Inquiries and proposals should be directed to:

Jenny Gibson
Executive Director
West Texas Opportunities, Inc.
603 North 4th Street
PO Box 1308
Lamesa, Texas 79331

A. SCHEDULE

CERTIFIED APPRAISAL SERVICES RFP SCHEDULE	DATES
Issue RFP	September 18, 2018
Deadline to submit questions	September 28, 2018 5:00 p.m.
Proposal Due Date and Time	October 2, 2018 3:00 p.m.

B. GENERAL INFORMATION

West Texas Opportunities, Inc. (WTO) is the permanent grantee responsible for the operation and administration of the Head Start Program in Andrews, Crane, Lamesa, McCamey, Seminole and Stanton, Texas. These six Head Start sites provide breakfast, lunch and snacks to approximately 417 children five days per week during the months of August – May. Also in Lamesa, Seminole, Stanton and Andrews 144 children are served during the months of June and July.

C. PURPOSE OF THIS RFP

WTO seeks to solicit bids for the acquisition and delivery of creditable foods that will contribute to the daily production and service of reimbursable meals through the USDA Child and Adult Care Food Program (CACFP).

D. QUESTIONS

Questions must be emailed to Maria Elena Florez at m.florez@gowto.org prior to September 28, 2018, 5:00 p.m. Emails received after the deadline will not receive a response.

E. CONFLICT OF INTEREST

All Bidders must provide signed certification (Attachment B) denying a conflict of interest between the bidder and WTO.

F. INSTRUCTIONS

1. Addenda Issuances

In the event that amendments are made to the RFP, an addendum will be emailed to all bidders that have been mailed, faxed, or picked up a RFP. The Addendum will also be posted on the WTO website at gowto.org.

2. Closing Date

Complete and accurate bids must be received no later than 3:00 p.m., October 2, 2018.

3. Submitting Bid

Bids should be addressed to the following:

**West Texas Opportunities, Inc.
Jenny Gibson, Executive Director
603 N. 4th St.
Lamesa, TX 79331**

All bids must be submitted in a sealed envelope and marked in the lower left corner:

**Sealed Bid – DO NOT OPEN
Request for Proposal – CACFP Food Vendor
3:00 p.m., October 2, 2018**

Bid opening will commence at 3:10 p.m. on October 2, 2018. Bids received after the due date and time will be deemed late and must be collected by the bidder within 2 days of the bid opening or documents will be destroyed.

- **Each bid should include one original and 2 copies**
- **All attachments, including certification sheets (Attachments A through E), must be signed and accompany bid**
- **Bid must be signed by an authorized individual (owner, partner or authorized officer)**

4. Unexpected Closures

In the event that the organization must close due to an unforeseeable event, the bid opening will be delayed and bidders, leaving contact information, will be notified.

5. Right to Cancel or Reject

WTO may cancel the RFP or reject any and all bids if WTO deems that a cancellation or rejection is in the best interest of WTO.

6. Modifications, Withdrawals and Corrections

In the event a bidder must make modifications or corrections to a bid prior to the bid opening, the amendment must be submitted in a sealed envelope marked **“Bid Modification”**.

7. Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms

WTO will make efforts to use small and minority businesses, women’s business enterprises, and labor surplus area firms when possible using affirmative steps found in 2CFR 200.321. When subcontracts are required to meet the needs of the contract, the prime contractor must also take affirmative steps found in 2CFR 200.321 to utilize the goods and services provided by small and minority businesses, women’s business enterprises and labor surplus area firms.

8. National Disqualified List and Texas SFSP Excluded List

Bidders and any of their staff that are included on the National Disqualified List (NDL) or the Texas Excluded SFSP List (TEXSL) will not be considered for contract award. Each individual or organization submitting a bid will be processed to verify they are unable to be identified on either list.

9. Bid Acceptance

WTO will make every effort to notify the successful bidder and all organizations submitting bids, in writing, within 30 days following the bid opening.

10. Bid Protest Procedures

A protest must be filed within three working days of the initial knowledge of the fact being protested. A request for reconsideration must be filed within three working days of receipt of the answer to the protest. A working day is defined as one working period not to include weekends, national holidays or declared natural emergencies. WTO will provide an initial response within ten working days of receipt of the protest or request for reconsideration. A final report will be made within 20 working days of receipt of the protest or request for reconsideration.

The protest must contain the name and address of the protester (corporate or individual), the solicitation name and opening date and a statement of grounds on

which a protest is made. Please include the individual to be contacted and a telephone number in case clarification of the protest is needed.

A protest must be received at the WTO Office located at 603 North 4th Street, Lamesa, Texas, to be honored. If not hand delivered and a receipt supplied, we recommend it be sent via certified mail or courier, with a return receipt requested by the protester.

WTO will respond in detail to each substantive allegation raised in the protest. The protest will be reviewed by a committee consisting of the Board Chairman, Board Secretary and Executive Director. This Committee will make the final decision on any protest filed with the Corporation. All determinations are considered final three working days after a protester's receipt of our final report, usually no longer than 30 working days after a protest is filed.

G. PURCHASE DESCRIPTION/SCOPE OF WORK

WTO is seeking food vendors which are capable of providing a full range of foods that meet WTO's requirements. The vendor is to establish a contract price schedule that will insure that WTO will continue to receive the lowest market prices possible over the contract term.

Vendor must provide high quality standards of foods which conform to USDA CACFP Meal Pattern Requirements and in compliance with any nutrition standards as described in Federal, State and Local regulations. Delivery is required to all sites and charges related to delivery shall be included in the bidder's proposal clearly stating the amount and the basis for calculating the delivery charge.

The successful bidder will demonstrate understanding of, and compliance with , all specifications set forth in this section and in all specifications included in this proposal.

1. Specifications for Products (services)

Please See Attachment A

2. Delivery Service Specifications

Due care shall be exercised in packing, handling and shipping to assure arrival of food, groceries and supplies at their final destination in excellent condition. Food and supplies must be packed and handled in a manner so as to assure absence of cross contamination, spoilage, spillage, or damage, loss, breakage, deterioration or other reason causing items to arrive in other than excellent condition. Less than excellent condition deliveries shall be removed by the vendor within two calendar days from notification, at the vendor's expense. If not removed by the vendor, the rejected items will be discarded. WTO will not be responsible for nor pay for rejected products.

If the vendor is providing canned goods. The cans must be dent free. All cans that are dented will be sent back to the contractor at no charge to WTO.

All food must be packaged and transported under conditions that will ensure temperature control to prevent bacterial contamination, spillage, and/or infestation. All cold foods must be packaged to ensure a maximum delivery temperature of 40 degrees F. All foods intended to be delivered frozen shall be packaged to maintain a hard-frozen state until such food reaches the point of delivery.

Each delivery shall be accompanied by a delivery packing slip or invoice, designating the item name, the specification, and cost of the item purchased.

In the event that the vendor is unable to supply a required item, WTO is to be notified at time of order.

In the event that the vendor is unable to provide services, WTO will purchase from another authorized secondary food vendor.

3. Pricing

Preferably, all pricing for food submitted by vendor shall remain firm for the term of the contract. Bid pricing shall indicate the absolute unit price of items. WTO reserves the right and will request invoices and all documentation necessary to substantiate vendor's costs.

4. Quantities

No guarantee of usage is given. Actual usage of food shall not affect the prices as bid and accepted by WTO. The provisions of the contract shall in no way prohibit WTO from making incidental purchases from other suppliers for the same commodities herein listed. WTO also reserves the right to bid and purchase from another supplier when it is in the best interest of WTO.

5. Permits and Licenses

The contractor shall hold valid permits, licenses, certificates and other documents as required by the state, county, city or other governmental body or regulatory bodies to legally engage in the performance of this contract. Permits and licenses shall include but not be limited to Public Health License and driving licenses including appropriate endorsements. The contractor is to notify WTO, within 72 hours, of any suspensions, terminations, lapses or non-renewals or restriction of required licenses, certificates, or other documents required as a service provider to WTO.

6. Employment Practice Requirements

The successful bidder will comply with all Federal and State requirements concerning fair employment practices regarding the treatment of all employees without regard to race, religion, age, sex, national origin, or physical handicap (Attachment C).

7. Insurance Requirements

The successful bidder will show evidence of insurance coverage commonly known as or similar in kind to:

- a.** Workers Compensation
- b.** Comprehensive General Liability - \$500,000 each occurrence - \$1,500,000 aggregate
- c.** Automobile Liability - \$500,000 bodily injury; and \$500,000 Property damage per occurrence

The successful bidder will indemnify WTO against all liabilities, losses or damages caused by its omissions and/or negligent acts.

H. CONTRACT INFORMATION

1. Contract Term Length and Renewal Options

The contract term will begin on or around October 1, 2018 and continue through September 30, 2019 with an option to renew each year for the four consecutive years from the initial year with renewals ending on September 30, 2023. Renewals will only be considered during years the scope and purpose of the contract has not changed. WTO reserves the right to procure at any time.

I. SCORING

- 1.** The following will be used to evaluate and score bids received from bidders. Bidder proposals will be evaluated with consideration of price and technical options.

- a.** Price
 - i. Includes Delivery 0-20
 - ii. Lowest total price for all items 0-30
- b.** References
 - i. References provide positive feedback 0-15
- c.** Maintenance
 - i. Provides a personal representative 0-10
 - ii. Provides service in reasonable time 0-15
- d.** Delivery
 - i. Can provide adequate delivery schedule 0-10
For all sites

- 2.** Bidder shall include information in their own format addressing any delivery charges, surplus fuel charges and how those charges are calculated.

- 3.** Bidder should provide a tentative delivery schedule to all sites listed in the proposal. Schedule should include any minimum purchase amount that is required for delivery.

**AUTHORIZED SIGNATURE AND
ACKNOWLEDGEMENTS**

On behalf of the Bidder:

1. The individual signing certifies that he/she is authorized to contract on behalf of the bidder.
2. The individual signing certifies that the bidder is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the bidder.
3. The individual signing certifies that the process in this proposal has been arrived at independently, without consultation, communication, or agreement, other than to an employee of the bidder.
4. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the offeror prior to an award to any other bidder or potential bidder.
5. The individual signing certifies that there has been no attempt by the bidder to discourage any potential offeror.
6. Individual signing certifies that he/she has read and understands all of the information in this Request for Proposal.

Dated this _____ day of _____, 20__.

Offeror's/Firm Name

Authorized Signature

Printed Name and Title