

**SIOUX FALLS SCHOOL DISTRICT 49-5
REQUEST FOR PROPOSALS (RFP)
CHILD NUTRITION**

DATE PROPOSALS ARE DUE: 11:00 A.M., MONDAY, MAY 20, 2024

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Sioux Falls School District 49-5 (SFSD) is requesting proposals for the 2024-2025 Prime Food Distributor.

“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 can also be referred to as “Vendor.”

I. OBJECTIVES

The mission of school food service is to provide a variety of healthy school meals and other food services at affordable prices in support of the educational goals of students. SFSD as identified on page one participates in the National School Lunch and Breakfast Programs for reimbursement for meals that meet federal standards and allocated USDA funds for use in school meals through the Food Distribution Program. In accordance with federal Buy American law, SFSD requires purchasing domestic food products to the maximum extent practicable for school meals.

The following categories are excluded from Prime Vendor RFP due to current agreement with other parties.

Dairy Bid
Bread Bid
Paper & Chemicals

One Distributor will be chosen to negotiate with SFSD under the terms of the proposal in effect for the 2024-2025 school year.

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II. PROCEDURAL REQUIREMENTS

A. Proposal Submission

Submit proposals to the following:

Gay Anderson SNS/Missy Braak Purchasing Supervisor
Sioux Falls School District
Purchasing Dept
1101 N Western Ave, Sioux Falls, SD 57104
Email to sfsdpurchaseorders@k12.sd.us

Proposals will be accepted until 11:00 a.m. May 20, 2024.

Inquiries regarding proposal are to be directed to any of the persons listed above.

Proposals will be accepted up to, and no proposals may be withdrawn after, the required date and time of submission.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. SFSD shall not waive or extend this requirement for any reason. Telephone, facsimile and telegraphic proposals will not be accepted. A submitted proposal shall remain valid for sixty (60) days from the proposal submission date.

If mailing, submit one (1) original and three (3) copies in a sealed envelope. Only the original copy need to contain original signatures and must be marked "Original." Mark envelope "Prime Vendor – Child Nutrition 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. If emailing, reference "Prime Vendor – Child Nutrition Vendor Proposal" in the subject line.

The proposal must include the firm name and be signed by an officer of other employee authorized to submit the proposal. Proof of authority of the person submitting the proposal must be available upon request from the SFSD.

If SFSD 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.

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B. 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 SFSD determine 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	
Deadline for submission of any communications from Distributors	May 8, 2024
Deadline for SFSD to issue addenda to RFP	May 13, 2024
Proposal due date	May 20, 2024 11:00 a.m.
Proposal opening date	May 20, 2024
SFSD selection of proposal, no later than	June 10, 2024
Approval and award, no later than	June 17, 2024

C. Evaluation Criteria

SFSD will evaluate the proposals based on the following criteria. The maximum possible score for each criterion is shown. SFSD staff will fill out evaluation criteria independently using their experience and professional judgment minus the pricing criteria which will be filled in once all proposals have been evaluated. Proposals will be evaluated based on various factors, including but not limited to price, quality, experience, and the vendor's commitment to diversity and inclusion. Preference may be given to bids from small businesses and women-owned companies, provided they meet all other requirements and demonstrate the capacity to fulfill the contract requirements.

Criteria	Maximum Score
Price of products listed	35
Distributor experience & qualifications / past performance with SFSD / Distributor references and/or reputation	25
Value added services, product nutritional information and marketing. Participate in Cool School Café promotion and tracking of eligible products and usage.	15
Ability to meet service characteristics as indicated in Section III – B,C,D	25
Total	100

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D. Proposal Selection

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

SFSD reserves the right to:

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

Distributor has the right to withdraw its proposal if SFSD 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” where **applicable**. Due to current market situation and ongoing supply chain concerns when manufacturer will hold firm please note.

The Firm Price method shall be used for items in the Product List, Attachment D, All Firm Prices will be held for the entire length of the 1-year contract. When an increase/decrease of 10% or more and pricing needs to be adjusted documentation of the change needs to be submitted to SFSD for adjustment of price. All other items shall employ the Cost-plus Fixed Fee method of pricing. Please include the Cost-plus Fee for Fresh produce. (Note: this could increase average delivery projections).

“Cost” is derived from the most recent invoice cost to the Distributor’s distribution center of such product, including any sales, use, excise or other taxes and governmental duties or assessments thereon, whenever assessed, plus applicable freight charges to delivery such products to the Distributor’s distribution center, plus storage and handling charges associated with forward purchases, if any. Cash discounts are at the discretion of the Distributor and do not reduce the cost of products.

“**Fixed Fee**” is defined as the difference between cost, as defined above, and the selling price to SFSD. 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 SFSD, 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 SFSD;

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allowances attributable to SFSD volume; performance-based allowances; fees for merchandising service, and performance-based discounts

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B. Ordering Procedures

SFSD will place orders utilizing the Distributors ordering system or agreed upon method.

SFSD expects to be treated as a House or National account and assigned an in-house contact person.

C. Substitutions and Special Orders

SFSD expects the Distributor to fulfill 98% of orders without shortages, outages or substitutions. SFSD will understand shortages related to the pandemic. If Distributor is temporarily out of stock of a particular item, they may deliver an equal or superior product at an equal or lower price, ***with*** prior approval of an assigned representative for the affected SFSD member.

Special orders will not ship automatically. The vendor will work with the assigned representative from SFSD as to the delivery date of each order.

All items listed on the Market Basket are expected to be stocked.

D. Delivery

Delivery locations, frequency and average cases delivered per week are listed in Attachment B.

Delivery days and time will be defined in the individual contract with each member of SFSD.

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

E. Communication

Distributor shall designate a contact person to work with SFSD. 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 SFSD. SFSD has subscribed to GDSN connect to be able to have the most current and up-to-date information regarding all nutrition and allergen data.

Reports: Distributor will provide reports as requested by SFSD within 5 business days.

F. Payment Terms

SFSD shall remit payment in 45 days, from date of receipt and approval of invoice. SFSD will not pay interest on late payments.

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G. Product Specifications

Refer to SFSD's attached Product List, Attachment D for product specifications and anticipated purchase quantities.

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 projections for the coming year and includes history of purchases. Projections are accurate to best of our ability. Distributors must understand that the fact that a quantity stated is a forecast of on an item and 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 SFSD'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 SFSD, state and federal representatives and auditors.

Auditing Rights

SFSD reserves the right to conduct quarterly audits to ensure that SFSD 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. SFSD will provide a listing of items to be verified, not to exceed 18 items, and the date of the pricing period to be verified. If an error rate in excess of 10% is 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 SFSD, 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.

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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 SFSD.

Taxes

Each individual Member is a tax exempt, non-profit organization. Each Member 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.

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.

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

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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

August 1, 2024 – July 31, 2025.

Option for four (4) 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, SFSD will have the right to terminate this contract. In addition, SFSD 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.

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Attachment A

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

- Completed Product List of “Market Basket” items (Firm Price where applicable)
- 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 SFSD requirements (Section III of this RFP) that cannot be fully met.
- Description of any ancillary services that will contribute to SFSD’ requirements with, with no additional cost.
- Completed and signed cover sheet “Primary Food Distributor – Child Nutrition Vendor Proposal” form.

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Attachment B Delivery Information

DELIVERY GUARANTEE—The Distributor must guarantee at least a 98% 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 Coordinator 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 Monday through Friday except school holidays unless pre-arranged with SFSD.

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

Location	Total Cases	# Deliveries	Location	Total Cases	# Deliveries
Washington HS	110	1X	Edison MS	130	1 X
Lincon HS	120	1X	Patrick Henry MS	115	1 X
Roosevelt HS	110	1X	George McGovern MS	125	1 X
Jefferson HS	120	1X	Memorial MS	150	1 X
			Ben Reifel MS	150	1 X
			Whittier MS	100	1 X
Central Services	725	2 X's	Axtell Park MS/HS	45	1 X

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Attachment C

CHILD NUTRITION VENDOR PROPOSAL

TO

SFSD

Due: *Monday, May 20, 2024, by 11:00 AM CT*

The undersigned hereby offers to provide service for snack products as specified in this proposal for the period of August 1, 2024 through July 31, 2025

I understand that SFSD 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 NUMBER

E-MAIL ADDRESS
