

1176 LaBelle Street
Jacksonville, FL 32205
(904) 695-9995 Telephone
(904) 695-9992 Fax

**Wayman Academy of
the Arts**

REQUEST FOR PROPOSAL

#17-03-1176-CS

MAINLINE FOOD CONTRACT



1. OVERVIEW

The Board of Directors of Wayman Academy of the Arts (Public Charter School) is seeking Proposals from qualified commercial distributors (“Offerors”) to serve as a mainline food distributor, for the delivery of frozen, refrigerated, grocery and dry foods to Wayman Academy of the Arts (WAA).

As a Sponsor with the National School Lunch and Breakfast Programs, the food service department serves approximately 450 meals per day to students and staff.

2. PROPOSAL SUBMITTAL REQUIREMENTS

CLOSING DATE: *Proposal must be received in the Operations Manager’s office on or before 2:00pm local time, June 22, 2017.*

Proposal Copies: Submit one (1) original and three (3) copies. **(No staples; paper clips o.k.)**

Proposals should not be elaborate, but organized, concise, detailing the Offeror’s proposed products, services, costs and fees in light of the requirements of this RFP. Proposals will not be considered unless prepared in ink or typewritten and signed in ink.

All offers shall be submitted in a sealed envelope or package. Mark on the outside, in the lower left-hand corner of the envelope or package containing your Proposal, **“PROPOSAL FOR MAINLINE FOOD CONTRACT, RFP #17-03-1176-CS”**. Any submittal received in the Operations Manager’s office after the specified date and time will not be considered. No facsimile submissions are acceptable.

All Bids shall be sealed and delivered or mailed to:

Wayman Academy of the Arts
Attn: Operations Manager
1176 LaBelle Street, Jacksonville, FL 32205

Note: Please ensure that if a third party carrier (UPS, FedEx, USPS, etc.) is used, that the third party is properly instructed to deliver the Proposal ONLY to the Operations Manager, at the above address. It must be received and accepted in the Operations Manager’s office before the Bid closing date and time.

AWARD TERM

The successful bidder shall be awarded a contract for one (1) year with possibility of four (4) additional years.

3. PRODUCTS OR SERVICES TO BE PROVIDED

***Buy American Compliance:** As a sponsor of the National School Lunch and School Breakfast Programs, WAA will comply.

Buy American Provision

Section 104(d) of the William F. Gooding Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the NSLP and SBP in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the programs.

The legislation defines “domestic commodity or product” as one that is produced in the United States and is processed in the United States, **substantially** using agricultural commodities that are produced in the United States.

The report accompanying the legislation stipulated that “**substantially**” means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

It is Wayman Academy of the Art’s intent to strictly adhere to this policy. The bidder shall give advance notice of any conflict with this policy to WAA.

Quality of Product

All products are to be packer’s first quality for wholesomeness. No distress, damaged or product deemed unfit for use shall be accepted. Slight cosmetic imperfections, as determined by WAA, may be acceptable. It shall be WAA’s responsibility to determine acceptance of product.

All products must be of the latest pack; if not of the latest pack, a letter guaranteeing wholesomeness of the product must be submitted by the product manufacturer prior to the delivery of the product. Swollen, rusted or dented cans will be returned and are to be replaced at no charge and credit issued. Products not covered by USDA grades are to be the best commercial quality.

Evaluation of Product

Wayman Academy of the Arts reserves the right to request samples to determine the packaging quality and acceptability of the products offered. Samples must be submitted within five (5) working days from the date of request at no cost to WAA.

Labeling

Each carton, package, box and/or container shall be labeled. Each label shall identify each carton as follows:

Name and Address of Company/Mfr.
Brand Name and Product Code
Number of Pounds per case

4. DELIVERY INFO

*Bid price must include all delivery charges

*Hours of delivery: Deliveries must be made between the hours of **5:00am and 6:00am**, except on Saturdays, Sundays, or holidays when all schools are closed. Orders will be placed for monthly delivery on designated day, chosen by WAA.

*Notification of Delivery: WAA must be notified at least twenty-four (24) hours in advance of delivery. (904) 695-9995.

*Minimum Orders: There shall be no minimum amount to be delivered at one time.

ALL FROZEN ITEMS MUST BE DELIVERED ON A REFRIGERATED TRUCK AND ARRIVE IN A FROZEN STATE. Products showing evidence of thawing will be refused.

Damaged Items

In the event an item or items is received and it is later determined there is concealed damage when the item or items is unpacked, the item or items must be replaced by the awarded bidder at no cost to WAA.

5. METHOD OF ORDERING

Orders will be placed using purchase orders and matched up with individual invoices. WAA food services staff will coordinate with representative from distributor to make food item selections.

6. COMPANY INFORMATION: REFERENCES; PAST PERFORMANCES

*Company History

*Describe your company's experience with school districts and/or school district buying groups during the past five (5) years. What percentage of your gross sales was/is derived from serving School Districts and/or school district buying groups?

*Describe your company's experience with other institutional food service programs during the past five years. What percentage of your gross sales was/is derived from servicing institutional food programs?

*Provide completed prior contracts and a list of references.

*Submit one copy of Certification and professional affiliations, licenses

*Service Team: Identify the individuals who will represent the company for the term of the contract and the qualifications and relevant experience of each.

7. ABILITY TO PERFORM THE SERVICES

Indicate your company's understanding of and willingness to provide the services described in the RFP. Provide the name, title, email address of the person authorized to represent your firm during the solicitation process. This person should be authorized to make binding commitments on behalf of the company. The letter should be signed by an officer of the company with signature authority.

*Evidence of Financial Stability: Demonstrated ability, capacity and/or resources to acquire and maintain required staffing. **(Business Confidential)**

- *How will you obtain the lowest product costs and monitor those costs during the contract term?
- *What is your ordering process and how well does it work for your customers and why?
- *How will product be stored and delivered?
- *How are invoices submitted to customer?
- *How do you ensure accurate order fulfillment?
- *Fleet Information: (type of trucks used, average age of the fleet)
- *What are your Recall Policies and Procedures?
- *What Quality Assurance Program does your company have in place? Please describe.

8. STANDARD TERMS & CONDITIONS

Awards may not necessarily be made to the lowest bid. Rather, the award may be made to the responsive, responsible bidder whose bid represents the best overall value to WAA when considering all evaluation factors.

9. QUESTIONS CONCERNING BIDS

Questions concerning any portion of this bid shall be made in writing or e-mail to the Operations Manager named below, who shall be the official point of contact for this Bid.

Submit questions to:

Ms. C. Sneed, Operations Manager
 (904) 695-9995
csneed@wayman.org

10. AWARD

The Board of WAA reserves the right to award the contract to the bidder that the Board deems to offer the lowest responsive and responsible bid, as defined below. The Board is not bound to accept a bid on the basis of lowest price. However, cost will carry the most weight in selecting the winning bidder.

In addition, the Board has the sole discretion and reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the Board to do so.

11. DEFINITION OF RESPONSIVE AND RESPONSIBLE

Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of all documentation as required by this Bid (Responsive)
- B. The greatest benefits to the school as it pertains to: (Responsible)
 - 1. Total Cost
 - 2. Delivery
 - 3. Past Performance

In order to evaluate Past Performance, bidder is required to submit:

- a) A list of references with the bid and;
- b) A list of relevant projects completed within the last 3 years that are similar or the same as this proposal.

12. ITEM DISCONTINUANCE

During the term of this contract as items are discontinued and a replacement offered, the awarded bidder must notify the contact person for WAA (Operations Manager) with the new product specifications and price. After the Operations Manager confers with the food services staff, and approves the new product an amendment will be placed in the bid folder noting the newer item as the revised product until further notice.

13. SUBSTITUTIONS

Unapproved substitutions will not be allowed. If items are not available, WAA must be contacted prior to shipment to determine if a substitute is acceptable.

14. FLA. DEPT. OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS

Respondents who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida, must furnish their Florida document number, and a screen shot of their 'ACTIVE' status. All registered respondents must have an active status in order to be eligible to do business with WAA. Respondents doing business under a fictitious name, must submit their offer using the company's complete registered legal name; example: Good Day, Inc. d/b/a Every Day Company.

USDA

- **Breach Of Contract--** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- **Termination for Cause and Convenience--**All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- **Equal Employment Opportunity--**Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- **Contract Work Hours and Safety Standards Act--** All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- **Funding Agreement--**Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- **Clean Air and Water Pollution Acts**--Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- **Energy Policy**--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 (42 U.S.C. 6201)
- **Anti-Lobbying**--Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- **Recovered Materials**--A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- **Buy American (7 CFR Part 210.21 (d))**--Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

- Jessica Lunsford Act**—Background screening requirements for certain non-instructional school district employees and contractors.—(1) Except as provided in s. 1012.467 or s. 1012.468, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s. 1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with a school or the school board.(2) Every 5 years following employment or entry into a contract in a capacity described in subsection (1), each person who is so employed or under contract with the school district must meet level 2 screening requirements as described in s. 1012.32, at which time the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the school district are not retained by the Department of Law Enforcement under s. 1012.32(3)(a) and (b), the person must file a complete set of fingerprints with the district school superintendent of the employing or contracting school district. Upon submission of fingerprints for this purpose, the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under s. 1012.32(3)(a) and (b). The cost of the state and federal criminal history check required by level 2 screening may be borne by the district school board, the contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or under contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under contract in that capacity.(3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.
- Debarment**—SFAs must obtain satisfaction that an FSMC is neither excluded nor disqualified before doing business with the FSMC. The uniform Federal suspension/debarment certification has been abolished and the collection of paper certifications is no longer mandatory. Current rules provide greater flexibility in meeting requirements. An SFA may meet the requirements by any one of three methods. They are:

 - 1-Checking the Excluded Parties List System. This is available on the internet at <http://epls.arnet.gov>
 - 2-Collecting a certification that the FSMC is neither excluded nor disqualified. Since a Federal certification form is no longer available, a State agency or SFA electing this method must devise its own certification form.
 - 3-Including a clause to this effect in the solicitation/contract.
- Certification Of Independent Price Determination**—(also known as “non-collusion statement”)—While not required by program regulations, it is strongly suggested that SFAs and FSMCs certify that the prices in the bid or proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

- **Drug Free Workplace**—The State agency will comply with 7 CFR Part 3017, Subpart F, Drug-Free Workplace and will maintain a drug-free workplace in accordance with The Certification Regarding the Drug-Free Workplace Requirements.
- **Minority-Owned Business Enterprise**-- Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses and women’s business enterprises are used whenever possible:
 - 1-Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses and women’s business enterprises on solicitation lists.
 - 2-Assuring those small businesses, minority-owned businesses and women’s businesses are solicited whenever they are potential sources.
 - 3-When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women’s business participation.
 - 4-Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women’s businesses.
 - 5-Using the services and assistance of the Small Business Administration and the Department of Commerce’s Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women’s business enterprises.
- **Piggybacking**-- A SFA may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the awarded vendor will permit purchases by an SFA at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board. This process, commonly referred to as “piggybacking,” is not a method for procuring goods and services, but is an option SFAs may use in an effort to obtain the most economical prices for needed items. Piggybacking on a contract will not be approved by the FDACS if it will cause a substantive change to this solicitation.

ITEM LIST

<i>Description</i>	<i>Size</i>	<i>Cost</i>
FROZEN FOOD		
Corn-on-cob		
Kernel Corn		
Mixed Veggies		
Baby Lima Beans		
Broccoli		
Sweet Peas & Carrots		
Potato Wedges, seasoned		
Tater Tots		
Mashed Potatoes		
Breakfast Burrito (sausage, egg, cheese) WHOLE GRAIN		
Breakfast Pizza (sausage & cheese) WHOLE GRAIN CRUST		
French Toast Sticks		
Muffins, assorted, 2.25 oz.		
Sausage Patty 1.5 oz.		
Flap stick (pancake, sausage on stick)		
Egg Patty 1 oz.		
Waffles, 2.4 oz. WHOLE GRAIN		
Pizza, sausage WHOLE GRAIN		
Pizza, pepperoni WHOLE GRAIN		
Pizza, cheese WHOLE GRAIN		
Burrito (bean, cheese) WHOLE GRAIN		
Biscuits, 2 oz., 120/cs		
Bagels, 2.3 oz.		
Chicken Nuggets		
Chicken Patty, .85 oz.		
Chicken, diced		
Beef Patty, 2.5 oz.		
Corn Dog, 4 oz., 72/cs		
Hot Dog, turkey, 2 oz.		
Donuts, 3.5 oz. WHOLE GRAIN		
PBJ Sandwich, 5.3 oz., grape		
PBJ Sandwich, 2.80		
Juice, Apple, 4 oz.		
Juice, Orange, 4 oz.		
Juice, 8 oz.		

<i>Description</i>	<i>Size</i>	<i>Cost</i>
REFRIGERATED FOOD		
Turkey Breast, deli, sliced		
Ham, sliced		
Potato Salad NO EGGS		
Potato Salad WITH EGGS		
Cole Slaw		
Tortilla 12" WHOLE WHEAT		
Spaghetti, WHOLE WHEAT or WHOLE GRAIN		
Yogurt, variety, 4 oz.		
Margarine		
Pickle Spears, dill		
Cream Cheese Spread, strawberry, .75 oz.		
Cream Cheese Spread, plain .75 oz.		
DRY		
Cereal, Cheerios Honey Nut, 1 oz. WHOLE GRAIN		
Cereal, Cinnamon Toast Crunch, 1 oz. WHOLE GRAIN		
Pop Tarts, assorted		
Crackers		
Chips, assorted		
Potato Chips, plain		
Baked Beans, #10 can		
Rice, Brown, parboiled		
Rice, White, long grain		
Tuna, can sprg water		
Sugar, 50 lb bag		
Garlic Seasoning		
Onion Seasoning, 20 oz.		
Accent Seasoning		
Ranch Dressing Pkt, 12 gms		
Honey Mustard Pkt 1 oz.		
Ketchup Pkt		
Mayo Pkt		
Mustard Pkt		
Syrup Pouch, 1.5 oz.		