

CLIMAX-SHELLY ISD #592
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL (RFP)

PRIME VENDOR-SCHOOL FOOD

**CLIMAX-SHELLY ISD #592
CHILD NUTRITION PROGRAM
111 EAST BROADWAY
PO BOX 67
CLIMAX, MN 56523**

**Phone: 218-857-2395
Email: ddalchow@isd592.org**

DEFINITIONS:

For consistency throughout this document:

“District” means the school district that is requesting proposals.

“Distributor” or “Proposer” means a distributor that submits a proposal in response to this request. In sections of the RFP that refer to requirements or actions of the organization that submits the proposal that is chosen by the District, “Distributor” or “Prime Vendor” means the organization that submitted the successful proposal.

I. DISTRICT OBJECTIVES

The mission of the school nutrition program is to provide a variety of healthy school meals and other food service at affordable prices in support of the educational goals of students. The District identified on page one participates in the National School Lunch Program & School Breakfast Program for reimbursement of meals that meet federal standards and is allocated USDA commodities for use in school meals through the Food Distribution Program. **In accordance with federal Buy American law, the District desires to purchase domestic food products to the maximum extent practicable for school meals.** Refer to the Buy American Provision (7CFR Part 210.21(d)).

The District requests proposals in response to this Request for Proposals (RFP) for purchasing commercial food products and related services from a Prime Vendor. To minimize the need to seek alternate distributors, District will purchase a minimum of 70% of its commercial food and supply products from Distributor, which will agree to provide products specified by the District. It is understood that those products specified by the District that the Prime Vendor cannot provide will be purchased from a secondary vendor.

General Conditions

The District will require a full-service vendor to supply fresh, frozen, dry food products, consumable supplies, and potentially bread, milk and dairy products, and chemicals.

TYPE AND LENGTH OF CONTRACT

One Distributor will be chosen to negotiate with District under the terms of the proposal in effect for school year 2025-2026, beginning on July 1, 2025 and ending June 30, 2026, with up to **four** 1-year renewals.

The district reserves the right to terminate the Primary Vendor Bid within thirty days written notice due to non-performance. In the event if needed, Distributor shall provide sixty days notice of cancelation of services to District.

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SCHOOL DISTRICT PROFILE

School District Enrollment	160
Estimated annual purchases under proposed contract	\$100,000
Estimated annual deliveries of USDA commodities in cases	200

II. PROCEDURAL REQUIREMENTS

Proposal Submission

Submit proposals to: Dan Dalchow, Superintendent
Climax-Shelly ISD #592
111 East Broadway
PO Box 67
Climax, MN 56523

Proposals will be accepted until 1:00 pm on Monday, May 12, 2025

Inquiries regarding this RFP should be directed to: Dan Dalchow, Superintendent
(218) 857-2395 or
ddalchow@isd592.org

Proposals will be accepted up to, and no proposals may be withdrawn after, the required date and time for submission. Time is local time at the District. 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. The District shall not waive or extend this requirement for any reason. Telephone, facsimile, electronic mail and telegraphic proposals will not be accepted.

Submit one (1) original and one (1) copy in a sealed envelope. Only the original copy needs to contain original signatures and must be marked "Original." Mark envelope "Food Service – Prime Vendor Proposal." Refer to Attachment A of this RFP, "Checklist of Requirements for Proposals" for a list of required parts of a proposal.

The proposal must include the Distributor's name and be signed by an officer or other employee authorized to submit the proposal. Proof of authority of the person submitting the proposal must be available upon request from District.

If the District determines that there is a discrepancy in or omission from this RFP prior to the opening of proposals, an addendum will be issued to all distributors that have submitted proposals.

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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 the District determines that it is necessary to change a date or time or location, it will issue an addendum to this RFP. Times are local time at the District.

Calendar of Events

<u>Action</u>	<u>Date/Time/Location</u>
RFP released & notification on school website	March 20, 2025
All known Distributors mailed & emailed RFP	March 20, 2025
Deadline for submission of any communication from Distributors	April 2, 2025
Deadline for District to issue addendum to RFP	April 7, 2025
RFP due date & opening	May 12, 2025 – 1:00pm
District’s selection & recommendation of RFP	May 15, 2025
School Board approval of RFP selected	May 19, 2025
Award notification by email w/snail mail to follow	May 20, 2025

Evaluation Criteria

District will evaluate proposals based on the following criteria. The maximum possible score for each criterion is shown.

<u>Criteria</u>	<u>Maximum Score</u>
Price	40 points
Completeness of product line, including CN/PFS labeled & whole grain foods	20 points
Distributor experience & qualifications/ past performance with District/Distributor references/reputation	10 points
Computer capabilities, including provision of CN & product formulation statements , ease of electronic ordering, & nutritional analysis	15 points
Operational plan & procedures/accounts payable ease (invoice payment)/completion of RFP	5 points
Ability to meet service characteristics described by district-delivery dates/sales rep/shorts/returns	<u>10 points</u>
Total	100 points

Procedure for Assignment of Points:

Procedure for assignment of points: a portion of points will be assigned to each Distributor for each criteria area. The points for all criteria areas will be totaled for each Distributor with the award being given to the Distributor with the highest number of points.

Bid award will be made to one vendor. Bid award and acceptance shall be based on, but not limited to:

- district's evaluation of the products proposed and pricing
- district's evaluation of the company's ability to provide adequate service
- knowledge of company's past performance
- completeness of product line that includes CN/PFS labeled & whole grain foods
- delivery schedule
- ease of electronic ordering, direct order schedule, dietary analysis, and accessibility of other computerized data
- marketing and promotional materials and support
- computerized summary of commodities delivered

Proposal Selection

Upon completion of evaluation of proposals, District shall negotiate with the Distributor who submits the most responsive proposal. Contract award is contingent upon District and Distributor reaching mutually agreeable terms. District and Distributor will agree upon a one page renewal contract to be used for each renewing year, up to four years following initial year of original contract. A sample contract is included as Attachment B. Other Distributors who have submitted proposals will be notified when negotiations have been completed.

District reserves the right to:

- A) Waive any irregularities or informalities in proposals
- B) In the best interests of District, accept or reject any and all proposals or portions thereof, select the next most responsive proposal, or if necessary, issue a new RFP or take other action as District deems appropriate.

Distributor has the right to withdraw its proposal if District changes the type of award as described in section B, above.

Requirements for Bid Completion

Product Specifications: Refer to District's attached *Product List* for product specifications and anticipated purchase quantities.

1. For comparison, each vendor is required to complete the attached product listing with prices.
 - Complete all required columns for each product.
 - **Where a specific brand/label is specified, provide the price and indicate if the product is non-stock or special order.**
 - If you are unable to supply the branded item, please indicate this.
 - **If the label field has been left blank, indicate the proposed label.**
 - **If the product comes from outside of the United States, please highlight this item.**
 - **Distributor must extend the prices and provide overall total on the enclosed/attached form. Please print in landscape.**
 - For the purpose of this Proposal, Distributor shall determine costs on the Product List. **In particular for variable price items such as produce and fresh meats, use the weeks of March 30 through April 12, 2025.**

The list is as comprehensive of products purchased as possible based on a 12-month period. It shall be understood by all parties concerned that as a result of this bid, the district will not be obligated to receive any quantity in excess of actual requirements; yet also use discretion in purchasing items not listed.

Products not listed on this bid will be subject to pricing agreed upon by both parties.

2. Review Attachment A and assure all areas are covered in the bid proposal.
3. Complete Attachment C.
4. Company policy relating to payment of invoices, statements, and credits must be part of the bid response. **Discounts for prompt payments should also be part of bid response.**
4. Fixed fee rate per case; Fuel surcharge, if any; Fee for delivery and/or storage of commodity foods, if any; should all be noted on Attachment C.
5. Bids must be signed by individual making them.
6. All bids must be typewritten and **product listing form provided must be used.**

Bids must be received by the District Office by 1:00pm on May 12, 2025.

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Non-Collusion

By his/her signature on the Signature Page, a Distributor or Proposer certifies that the proposal has been prepared independently without collusion, communication, or agreement with another potential Distributor or Proposer and that the contents of the Proposal shall not be disclosed.

Appeal Process

A responsive Distributor or Proposer who is aggrieved by the award may appeal the decision by submitting a written Notice of Appeal within five (5) working days of the Notice of Award. The notice of appeal must clearly and fully identify all issues being contested by reference to the page and section of the RFP and/or the Notice of Award.

Notice of Appeal shall be sent to: Dan Dalchow, Superintendent of Climax-Shelly ISD #592 at: ddalchow@isd592.org and 218-857-2395.

III. DISTRICT REQUIREMENTS

Pricing Method

The required pricing method for determining product prices in the contract is “Cost plus Fixed Fee.”

“Cost” is defined as Distributor’s invoice from the supplier, plus inbound freight, minus customer allowance and any other “off” invoice allowances.

“Fixed Fee” is defined as the difference between cost, as defined above, and the selling price to District. Fixed fees shall remain firm for the duration of the agreement regardless of supplier invoice price.

Cost information must be available for audit upon request by District.

Ordering Procedures

District prefers the ordering process described below:

District will have access to computer ordering system of Distributor to place online orders, including the ability to place advance orders for future dates.

Invoices and Payments

Distributor must provide accurate invoices, statements and credits on a timely basis. Company policy relating to this must accompany the bid. Payment of undisputed invoices will be made within 45 days or less after receipt of products and invoice.

No additional fees will be charged to any invoice during the length of contact without prior approval from district.

Service of Account

District’s expectation of Distributor sales staff is:

Local sales staff to address credits, special deliveries, individual school concerns

Availability of inside sales staff

Local sales staff needs to meet with District when mutually agreed upon to discuss new products, promotions, food sampling, handle concerns or issues.

Local sales staff or inside sales staff that will assist with procuring needed documentation for grain, meat, and combo grain/meat food items in the form of CN labeling or product formulation statements.

Substitutions & Prior Approval

District expects that, with District-provided forecasting, Distributor will fulfill 85% of orders without shortages, outages or substitutions. Substitutions will not be made for any products unless preapproved by Food Service Director not less than twenty-four (24) hours prior to the scheduled delivery. Substitutions should be labeled clearly as such on each invoice with a separate item code. Pricing for substitutions will be adjusted to meet criteria of original product.

Minnesota School Food Buying Group & DTM

If the District becomes part of MSFBG during the contract, the Distributor will provide the items approved as bid items with the Minnesota School Food Buying Group adhere to the pricing agreed upon each year of the contract. The District will alert the Distributor to this change.

Delivery

District sites requiring delivery are listed below with their frequency and time line requirements.

Addresses of each of the sites are also listed along with the district office. No deliveries are made to the district office.

Drivers are required to unload and place all delivered items in the proper location per school site-negotiable.

Climax-Shelly School

Delivery: One day per week (Mon-Thurs), Wednesdays preferred Between 5am-10 am

DISTRICT ADDRESSES & PHONE NUMBERS

Climax-Shelly School	111 E Broadway, Climax, MN 56523	218-857-2395
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All shipments shall be delivered FOB: Destination – no freight allowed.

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Delivery of Commodities

Distributor agrees to pick up deliveries from designated USDA warehouse and deliver to District in a timely manner.

Communication

Personal Contact: Distributor shall designate sales/support staff to work with District and provide appropriate contact information for said sales/support staff to District Food Service Director, Business Office Manager, and Cooks as needed.

Nutritional Information: Distributor will provide Product Formulation Statements, CN Labels, and Nutrient Data Sheets on products listed on the order guide, proactively is best practice or upon request from District. USDA required nutritional documentation for grains and meats (CN and PFS) must be provided as manufacturer updates occur and when new products are presented.

Reports: Distributor will have available upon request monthly product purchase reports; usage summary information at the end of the contract period; and monthly electronic reports summarizing USDA commodity products usage.

Special Orders: Distributor will provide the procedure for special orders of non-stock products.

Forecasting: District will provide Distributor with a system of forecasting purchases with sufficient lead-time to ensure successful fill rates.

Product Specifications:

Refer to District's attached *Product List* for product specifications and anticipated purchase quantities.

Quantities shown on the Product List are estimated purchases of each product during the specified period. District has attempted to estimate within 10 -15 percent of actual requirements. The receipt of USDA commodities and changes in student preferences affect purchase quantities.

IV. STANDARD TERMS AND CONDITIONS

The following standard terms and conditions shall be incorporated into the contract.

Recordkeeping

Books and records of District's purchases shall be made available, upon request, 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 the District, state, and federal representatives and auditors.

Audits

District may conduct audits to validate costs and compliance with agreement terms and conditions. District will allow a reasonable time frame for Distributor to prepare files for an audit. Distributor will correct audit findings immediately or within 30 days following notification of the errors.

Food Laws

Distributors shall operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities. Distributor shall comply with Minnesota Consolidated Food Licensing Law, MN statutes 28A, and Minnesota Food Law, MN Statutes 31. School officials may inspect Distributor's facilities.

Upon request from District, 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.

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 expiration date, the issuing company will mail 30-days written notice to the District.

Taxes

District is a tax exempt, non-profit organization. District will provide TAX ID upon request.

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Buy American

School Districts participating in the National School Lunch Program & School Breakfast 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.

Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible or Voluntarily Excluded

If the negotiated contract exceeds \$25,000, Distributor certifies that neither the company nor any of its principals has been disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

Lobbying

If the negotiated contract 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

Distributor is required to comply with applicable parts of state energy conservation standards (Minn. Rules Chapter 216C) and Minnesota Energy Code (Minn. Rules Chapter 7670).

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 (40USC 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 (41CFR Part 60).

If the contract exceeds \$100,000, Distributor will be required to comply with Section 306 of the Clean Air Act (42USC 1857 (h)0, Section 508 of the 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).

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**SCHOOL FOOD SERVICE
PRIME VENDOR
PROPOSAL
TO**

CLIMAX-SHELLY ISD #592

DUE: Monday, May 12, 2025 by 1:00 pm

The undersigned hereby offers to provide prime vendor service for food products as specified in this proposal for the period of July 1, 2025 through June 30, 2026. Additional 4 years of contract may be negotiated each year. I understand that the District 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 _____

E-MAIL _____

Attachment A

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

1. Completed *Product List* with prices extended and a total cost.
2. Thorough answering of any areas under the “Requirements for Bid Completion” section.
3. Completed Attachment C form.
4. Company description, including organizational chart, identification of staff responsible for contract duties, and brief position descriptions.
5. Demonstration of financial stability, such as supplier credit reference.
6. Name and contact information of one school district or schools of similar size and characteristics that may be contacted for references.
7. Description of procedures: Delivery timelines, minimum delivery quantities, payment terms, change orders, credits, pickups, special orders, communication services and sales staff. Include description of how these functions are managed to facilitate maximum cost savings to District
8. Identification of any District requirements that cannot be fully met.
9. Completed and signed cover sheet “School Food Service – Prime Vendor Proposal”
10. One (1) original and one (1) copy in a sealed envelope. Only the original copy needs to contain original signatures and must be marked “Original.” Mark envelope “Food Service – Prime Vendor Proposal.”

Proposals must be received by 1:00pm on Monday, May 12, 2025 to be considered. Telephone, facsimile, electronic mail and telegraphic proposals will not be accepted.

Attachment B

**SCHOOL FOOD SERVICE
PRIME VENDOR
ONE YEAR RENEWAL CONTRACT
WITH**

CLIMAX-SHELLY ISD #592

The undersigned hereby offers to provide prime vendor service for food products as specified in this proposal for the period of July 1, 2025 through June 30, 2026.

Additional 4 years of contract may be negotiated each year.

Changes in any fees or pricing must be noted below and agreed upon by District.

DISTRIBUTOR NAME _____

DISTRIBUTOR ADDRESS _____

SIGNATURE: _____
OF AUTHORIZED REPRESENTATIVE

PRINTED NAME _____

TITLE _____

DATE _____

CONTACT NAME _____

TITLE _____

PHONE _____

E-MAIL _____

CHANGES IN FEES OR PRICING _____

Attachment C

The following questions must be answered on this form and returned with the RFP response.

1. Fixed Fee per Case: _____
2. Is the Fixed Fee per Case reflected in the pricing provided on Product List form? Yes: _____ No: _____
3. Commodity Delivery Fee per Case: _____
4. Commodity Storage available? Yes: _____ No: _____
5. Commodity Storage Fee per Case: _____
6. Fuel Surcharge: _____
7. Prompt Pay Discount: _____
8. Minimum Delivery Case Quantity: _____
9. Special Orders Case Quantity: _____
(how many cases required to become stocked item)