

# Guadalupe Centers Charter Schools

*A program of Guadalupe Centers Inc.  
Sponsored by University of Central Missouri*



Guadalupe  
Centers  
EDUCATIONAL SYSTEM  
CHARTER SCHOOLS

## REQUEST FOR PROPOSAL

Sealed Bid due Friday July 28, 2023 by 10:00 a.m.

Prime Vendor Grocery, Commodity Processed Foods  
and Non-Food Supply Chain

## SEALED BID PROCESS

Guadalupe Centers Charter Schools  
Nutrition Services Department  
5123 E. Truman Rd  
Kansas City, Missouri 64127

## DESCRIPTION OF PROPOSAL

ITEMS:	Commercially purchased food items, commodity processed foods and non-food supplies
TYPE OF CONTRACT:	Reimbursable cost, plus fixed fee for services
TERM:	August 14, 2023-June 30, 2025 pending Board approval
MAIL OR DELIVER BIDS TO:	Guadalupe Centers Charter Schools 1015 Avenida Cesar E. Chavez Kansas City, Missouri 64108 Attn: Sonia Lopez, Vice President Workforce Development & Hospitality Services
CONTACTS:	All questions concerning this invitation to bid, should be submitted in writing to Sonia Lopez, <a href="mailto:slopez@guadalupecenters.org">slopez@guadalupecenters.org</a>
BID TIMELINE:	Solicitation Release Date – July 7, 2023 Clarification Deadline – July 21, 2023 Sealed Bids Due – July 28, 2023 at 10:00 am RFP Bid Opening – July 31, 2023 at 10:00 am Evaluation Period – July 31, 2023 to August 7, 2023 Anticipated Recommendation for Board Approval – August 8, 2023 Anticipated Board Award – August 11, 2023 Anticipated BID Award Notification – August 14, 2023

Guadalupe Centers Charter School (also referred to as GCCS) will be accepting proposals for the purchase of grocery, commodity processed foods and non-food supply items. Only proposals received by the date and time specified will be considered. Bidders are invited to be present at the opening of the proposals to be held at Guadalupe Center 1015 Avenida Cesar E. Chavez Kansas City, Missouri 64108, on the above date.

**PROPOSAL:** Sealed proposals shall be filed no later than 10:00 am, Friday July 28, 2023. Proposals must include USB Drive with the completed bid book as presented in this RFP and must be sent in an enclosed envelope with the return label provided affixed to the outside. No faxed or e-mailed bids will be accepted. It is the bidder's responsibility to assure receipt of the bid.

Please complete the Contract Document by filling in all sections as outlined in the guidelines for completion - "Section VIII Bid and Contract Requirements" of this document. If you have difficulty accessing the document, please contact the Guadalupe Centers Charter Schools Nutrition Services office immediately. The Product Specifications Bid Book must be electronically completed and will not be accepted as a handwritten hard copy.

Bidders must fill in all blank columns on items being quoted such as manufacturer brand name and number, and unit price and all other requested criteria. It will be the bidder's responsibility to check and verify that the formulas provided in the Product Specification Bid Book are totaling correctly. When there is an error in extension of price, the unit price shall govern. Only one quote per item will be accepted on original proposal. Alternate items must be noted on the Bid Specifications sheet, noted on the Deviations Statement, and submitted as an attachment. Original signatures are required on the proposal document. Signature pages must be hard copy. Failure to follow any of these instructions will disqualify the offer.

CLARIFICATION DEADLINE: The bidder is expected to completely accept the bid requirements. The bidder must raise any questions regarding the Bid requirements or request for alternate products no later than July 21, 2023, 3:00 pm CST. Response to questions and addenda will be published on the Guadalupe Centers Charter Schools Website under the District Information Tab, "Request for Proposal and Bids" under Nutrition Services Request for Proposals and Bids. Bidders are responsible for monitoring site for updates throughout the bid period.

RFP IDENTIFICATION LABEL

**Notice to all Respondents:**

For your convenience, the label below has been provided to properly identify your proposal submitted. Proposals must include a USB Drive with completed Bid Specification Sheets as presented in this RFP. Place your proposal in a sealed envelope, type or print your company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO THE OUTSIDE OF YOUR REPLY ENVELOPE**

**DO NOT OPEN – SEALED RFP – DO NOT OPEN**

TITLE: Prime Vendor Grocery, Commodity Processed Foods, and Non-Food Supply Bid

PROPOSAL TO BE PUBLICALLY OPENED ON: \_\_\_\_\_

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Deliver To: Guadalupe Centers Charter Schools  
1015 Avenida Cesar E. Chavez  
Kansas City, Missouri 64108  
Attn: Sonia Lopez, Vice President Workforce Development &

Hospitality Services

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I. CONTRACT SECTION

Bidding Firm must submit the following:

COMPANY NAME: \_\_\_\_\_

SIGNING OFFICER: \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

Our Bottom-Line Bid for product is as follows:

Food and Supplies Bid Total Amount: \$ \_\_\_\_\_

Commodity Processed Foods – Net Off Invoice Amount: \$ \_\_\_\_\_

Warehouse/Quantity Drop Discount Percentage: % \_\_\_\_\_

\_\_\_\_\_ V  
endor shall provide a pricing source with cost plus fixed fee for the purchase of all items identified in specifications and all additional items not listed on this proposal. The pricing guide source should be from a published, verifiable source. The cost-plus fixed fee must be good for the entire proposal period.

Pricing Source Used to Establish Fixed Fee: \_\_\_\_\_

Cost Plus Fixed Fee \_\_\_\_\_

Invoice cost of merchandise  
+ Freight in (if not included in invoice cost)  
-Manufacturer promotional dollars and discounts  
=Actual cost (Vendor's cost)

Vendor's Cost + Fixed Fee=Bid Price

Please indicate, if any, the percentage discount for early payment incentive and the terms: \_\_\_\_

Note: Please fill out this sheet in INK. If corrections are needed, cross out and initial. DO NOT ERASE.

DEVIATION STATEMENT AND VENDOR ACKNOWLEDGMENT FORM

CHECK ONE:

No Deviations

Deviations –bidders must list and outline in this bid response, any exceptions to the bid terms and contract requirements. The timeline, nature and number of exceptions taken by the bidder are among the factors that GCCS will consider in scoring and awarding the bid.

Listing of Deviations: \_\_\_\_\_  
\_\_\_\_\_

Deviation from Specifications Bid Book

List by Item #s: \_\_\_\_\_  
\_\_\_\_\_

BUY AMERICAN PROVISION

GCCS participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit Nutrition Services funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A ‘domestic commodity or product’ is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).”

Compliance with the Buy American Provision must be documented on the bid sheet as outlined. Any exceptions must be specifically noted and may be rejected at the discretion of GCCS Nutrition Services.

We require that suppliers certify the percentage of U.S. content in the products supplied to us. “Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to the Sonia Lopez, VP Workforce Development & Hospitality Services, a minimum of 7 days in advance of delivery. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
- Price of the domestic food alternative substitute(s).
- Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

Reason for exception:

limited/lack of availability

price (include price):

Price of the domestic food product; and

Price of the non-domestic product that meets the required specification of the domestic product.”

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was

placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

#### CHILD SUPPORT CERTIFICATION

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate."

#### CLEAN AIR AND WATER ACT

As required by USDA, the undersigned certifies the following:

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1990, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C.1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

#### CIVIL RIGHTS/ ANTI-DISCRIMINATION

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877- 8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint form, (AD-3027) found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to



USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW  
Washington D.C. 20250-9410
2. Fax: (202) 690-7442 or
3. Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

#### ENERGY POLICY AND CONSERVATION ACT

The undersigned affirms this company recognizes mandatory standards and polices related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

#### FELONY NOTIFICATION

The undersigned affirms this company is\_\_\_/ is NOT\_\_\_owned or operated by anyone who has been convicted of a felony. Attach explanation of any felony conviction. This statement is not required of a publicly held corporation.

#### DEBARMENT AND SUSPENSION

As required by Executive Order 12549, the undersigned certifies the following:

The bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred, or suspended by a federal agency according to Executive Order 12549 titled Debarment and Suspension.

The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted it at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.

#### BYRD ANTI-LOBBYING AMENDMENT

As relevant, 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. (31 U.S.C. 1352)

#### LIMITED LIABILITY INSURANCE

Limited Liability Insurance: The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Guadalupe Centers Charter Schools should be listed as an "additional insured" on General Liability Policy. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability and

upon awarding of this contract, certified copies of original insurance policies shall be furnished to GCCS. Contractor shall, at a minimum, maintain the following insurance at the following minimum limits:

1. Workers' Compensation with Waiver of subrogation to Guadalupe Centers Charter Schools' Liability, including all states, and other endorsements, if applicable to the Project. Statutory and Bodily Injury by Accident: \$1,000,000 each accident. Bodily Injury by Disease: \$2,000,000 policy limit, \$300,000 each employee. Guadalupe Centers Charter Schools shall be named as "additional insured" on workers' compensation policy.

2. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability \$1,000,000; Damage to premises rented to your limit, \$100,000 any one premises, Medical expense limit \$5,000 any one person. Personal and Advertising Injury Liability. \$1,000,000 each occurrence. Limit Bodily Injury and Property Damage Combined \$300,000 Products-Completed Operations General Aggregate Limit \$2,000,000 per Job Aggregate \$1,000,000 Personal and Advertising Injury Limit. Guadalupe Centers Charter Schools shall be named as "additional insured" on commercial general liability policy.

3. Automobile Liability Coverage: \$300,000 Combined Liability Limits per individual, \$2,000,000 per occurrence, Bodily Injury and Property Damage Combined. Guadalupe Centers Charter Schools shall be named as "additional insured" on automobile policy.

Contractor shall provide a current ACCORD form Certificate of Insurance to Sonia Lopez, VP Workforce Development & Hospitality Services, within 15 days of award of contract. Having carefully examined the Request for Proposal, proposal terms and conditions, specifications and the proposal forms, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this proposal document.

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposal Respondent, and that the contents of this bid as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal."

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Pages 3-6 MUST be completed, signed in ink & returned or proposal may be considered non-responsive.**

## II. GENERAL BID AND CONTRACT REQUIREMENTS

### SCOPE

#### District Overview

GCCS has an enrollment of approximately 1600 students and operates 3 school sites including 1 high school, 1 middle school, and 1 elementary school. Delivery drops per week will include a minimum of one drop to a maximum of three drops to each of the sites. Annual prime vendor purchases are projected to be approximately \$550,000 for 2023/24 school year.

The goal of this proposal is to receive firm pricing and procure the best items to meet the needs of our growing district. This agreement will be a primary vendor contract with the renewal opportunities for four additional contract years. The primary vendor will receive no less than 80% of total purchases.

Costs on this proposal shall be firm for the entire term, August 14, 2023 through June 30, 2025, however there will be a chance for a midterm cost adjustment with proof of a manufacturer increase of 5% or greater only. Commodity Net Off Invoice products included in this bid are not eligible for mid-year price adjustments.

GCCS's intent is to enter into a long-term professional relationship with one Vendor. We are looking for a partner with experience, financial stability, whose technology will be kept up-to-date and who will sustain and provide effective customer service. GCCS's objective is to obtain a reliable supply of product in a manner that is financially viable for both GCCS and the awarded Vendor. GCCS and awarded Vendor will utilize mutually agreed upon price adjustments based upon industry standards and best business practices thereby allowing both parties to control costs.

GCCS's intent is to provide the Vendor accurate, timely forecasting and fulfill purchase of forecasted volumes. It is expected that the awarded Vendor will work in good faith with GCCS in all efforts related to cost savings realized as a result of the forecasting process. It is recognized that, in the food supply chain process, economics of scale are not the only cost opportunities that may arise. GCCS is interested in partnering with a Vendor who may introduce other cost savings concepts that will be to the benefit of all parties.

In evaluating any aspect of the Proposal, GCCS may consider previous dealings with the Vendor, references from the Vendor's customers, inspections of other Supplies or Services provided by the Vendor, and any other information the District obtains regarding the Vendor, or that GCCS deems relevant. Only proposals that meet the requirements contained in this RFP will be evaluated. GCCS will award the proposal based on evaluation of best total procurement value using a 100-point scale.

#### Evaluation Factors:

- Lowest total bid cost based on projected usage (items with a "No Bid" will be excluded from comparison) -35 points
- Compliance with all bid terms- 20 points
- Lowest total number of "Special Order" items - 15 points
- Highest Warehouse/Quantity Drop Discount -20 points
- Lowest total number of "No Bid" items - 10 points

#### Code of Conduct

GCCS Nutrition Services will not engage in actions that restrict competition including, but not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business
- Requiring unnecessary experience and excessive bonding
- Conducting noncompetitive pricing practices between firms or between affiliated companies
- Awarding noncompetitive contracts to consultants who are on retainer contracts

Allowing organizational conflicts of interest  
Specifying a brand name product instead of allowing an equal product to be offered by describing product performance or other relevant requirements  
Engaging in any arbitrary action during the procurement process, such as awarding a contract—without a valid reason—to a vendor that did not rank first (or lowest in price) according to the agency’s evaluation criteria when awarding a contract

Furthermore, incentives that may serve to induce or influence an employee of GCCS engaged in the selection, award, or administration of contracts may be unlawful and will not be accepted. Examples of incentives include, but are not limited to:

- Extra goods or services that were not solicited
- Gifts (such as free merchandise, event tickets, gift cards)
- Money for scholarships
- Cash
- Points that can be redeemed for merchandise

### III. BID TERMS

#### A. MANDATORY REQUIREMENTS

1. Sealed bids will be accepted at GCCS’ Nutrition Services Office at the place, date and hour shown in Contract Section I, at which time the bids will be publicly opened. The lowest bidder will be designated for contract purposes, provided the firm is on the qualified bid list and subject to a final review and agreement between the two parties (GCCS and designated Vendor). The bid of any low bidder not on the qualified bid list will be subject to approval.

2. Specifications as written meet all entity's admissible requirements. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or approved equal" if not inserted shall be implied. GCCS Nutrition Services bid agent will be the sole judge to determine if product quoted/tested is equal. Items delivered must be exact brand and model as reviewed and awarded or must be approved as equal according to procedures outlined in this bid.

3. Bidding requires firm annual pricing.

4. Bidder shall provide a cost plus a fixed delivery fee for the purchase of all Commodity Net Off Invoice products identified on the Commodity Tab specifications, and additional commodity items not listed on this proposal may be requested after the bid is awarded. If GCCS’s commodity allotment is exhausted prior to the end of the school year, the vendor will continue to provide the specified products at the “Total Cost” indicated on the Bid Specifications Worksheet.

5. Warehouse/Distribution: In Section I of this proposal bidders are asked to quote a percentage discount for all products on the Food and Supplies Bid Worksheet as well as new bid priced items added throughout the term of the contract. This discount shall apply to orders with a minimum of \$5,000 per drop to GCCS schools. This discount will be based on the total dollar amount of the drop rather than an individual invoice total when multiple orders are delivered to one location. A discount method will be calculated by taking the discount percentage and subtracting it from 100%. The sum percentage will then be multiplied by the offered costs on Food and Supplies Bid Worksheet to create the purchase cost.

6. Cost plus fixed fee – approved fixed fees shall be added to product costs to determine the selling prices of products delivered to GCCS. These fees shall include all services related to purchasing, storing, and delivering products covered by this contract, as well as all other indirect and overhead costs, including profit and risk.

7. Midterm cost adjustment: A midterm cost adjustment with proof of a manufacturer increase of 5% or greater may be requested. All proposed price adjustments with supporting documentation must be received by Sonia Lopez, VP Workforce Development & Hospitality Services, by the first Monday in December of the contract year. Approved price increases will go into effect for products ordered on or after January 1 of the following year. The price adjustment requests must state the proposed new price changes, provide a copy of the manufacturer’s old and new price list and a letter from the manufacturer stating that

there are no special prices available. All proposed price adjustments must be approved by GCCS in order for any new pricing to take effect. Price decreases will not require any proof from the manufacturer. GCCS reserves the right to solicit other sources for items when increases are proposed and may change the source of supply if the proposed pricing seems unjustified. Commodity net off invoice products shall be firm for the entire term, July 1 through June 30. Mid-term price adjustments are not available for these commodity products.

8. Bidders must provide an on-line order entry and item inquiry website that will enable GCCS to order food and supplies; to check history of quantities ordered for each item by school; to check current prices; to check nutritional information; and to check pack and special instructions for items via a computer terminal in the Nutrition Services office of each school within GCCS.

9. Bidder must provide nutritional and allergy information, formulation statements, and CN labels for items on request; PDF file preferred.

10. Bidders must provide accurate calculation and extension of bid prices.

11. Bidders must be able to track the usage of items eligible for manufacturer's rebates.

12. Bidders must guarantee that if they do not currently stock the item being awarded that they will begin stocking the item for GCCS in time for school ordering (September 2023) and as new items are added to the bid going forward.

13. If quoting an item that is considered "special order", this must be noted on each item as quoted on the bid specifications sheet.

14. Bidder must be able to provide no less than 90% of the items requested on the bid specifications list.

#### B. CORRECTION OR WITHDRAWAL OF BIDS

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Vendors guaranteeing authenticity. Proposals and modifications received after the time set for the opening will be declared late and not eligible for opening and consideration. Late deliveries will be held unopened. Vendor will be advised that their proposal was late and not accepted and will be allowed to pick up their proposal or furnish a "call tag" and have the proposal picked up by a courier. Proposals will remain open and valid for acceptance for a period of 90 days following the proposal opening. GCCS is not responsible for mail, courier, or other delivery methods, in-transit time, or non-delivery.

#### C. MISTAKES IN BIDS

If the bidder discovers a mistake in the RFP prior to the date and time specified for the RFP opening, he or she may correct the mistake by modifying or withdrawing the RFP. If the apparent low and best bidder discovers a mistake in RFP of a serious and significant nature which is unfavorable to them prior to the issuance of a purchase order or a contract, he or she may request consideration be given to modifying the RFP if the bidder remains the lowest Submitter or to withdrawing the RFP if the result of the correction of the mistake makes another RFP lowest and best RFP. The mistake must be evident and provable. A mistake in RFP cannot be considered once a purchase order or contract is issued.

#### D. QUANTITIES

It shall be understood by all parties concerned that any contract established as a result of this invitation will not obligate GCCS to receive any quantity in excess of actual requirements. While the quantities shown are classified as estimates for bidding purpose, they do represent actual historic tabulation. GCCS authorities will make a reasonable effort to utilize projected supplies of bid items, but this does not constitute a guarantee to purchase in excess of requirements.

Vendor are required to bid and deliver all items listed, as well as items which may be added throughout the duration of this contract. Any questions concerning a Vendor's capability to bid or deliver an item must be raised with Sonia Lopez, VP Workforce Development & Hospitality Services by July 21st, 2023, 3:00pm CST.

Questions asked will be published on the GCCS Website under District Information Tab, "Request for Proposal and Bids" under Nutrition Services Request for Proposals and Bids.

Quantities given herein are believed to be correct. GCCS district members will not make any guarantees to the total amount of product to be purchased. GCCS will advise Vendor of volume increases or decreases as possible when these increases or decreases occur to ensure a smooth flow of product and eliminate delivery shortages and Vendor overstocks.

E. NEGOTIATION

1. GCCS reserves the right to award a contract based on the initial Responses received, without engaging in discussions or negotiations. Accordingly, a bidder should submit its initial RFP on the most favorable terms possible to GCCS. However, should only one RFP be received by GCCS, GCCS may, but is not obligated to, conduct negotiations with this bidder whose Response, in the opinion of GCCS, is competitive or may best meet the needs of GCCS.

2. GCCS may, but is not obligated to, seek clarification of a Response submitted by a bidder.

3. If GCCS chooses to negotiate, negotiation may involve any issue bearing on the initial Response and may take place after submission of Response and before an award is made. GCCS reserves the right to follow negotiations with a request for submission of a best and final Response.

F. REVIEW AND AWARDING OF BID

After the public opening of bids, GCCS will evaluate each bid based on the criteria outlined in the Scope. Bid requirements are obligatory, and failure to fully comply may deem the proposal unresponsive. Exceptions to specific bid terms must be noted as a Deviation of the Contract Section and points will be deducted from the corresponding Evaluation Factors. The bidder acknowledges the right of GCCS to reject any deviations or bids as it deems it to be in the best interest of GCCS and to waive informality or irregularity in any bid received. GCCS will make recommendations to the BOE and then officially award the bid following BOE approval.

G. EXCLUSIVITY

1. GCCS agrees to use the designated contract supplier as an exclusive source for the various items and services listed, as well as for comparable substitutes and additional items. The only anticipated exceptions might be in time of emergency or for products that the vendor is unable or unwilling to obtain.

2. The designated supplier reciprocally agrees to provide total requirements as listed herein, thereby items on this list in a timely manner and according to forecasted needs may be considered default.

3. In case of default by the successful bidder, GCCS after due notice (oral or written) may procure the necessary supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby. Continuous instances of default may result in cancellation of the contract and removal from the pre-qualified bid list, at the option of GCCS.

4. Any award made as a result of this solicitation, may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by the successful bidder.

H. LINES OF COMMUNICATIONS

A Vendor's customer service contact shall be provided for daily communication with designated GCCS personnel. When practical, communications between these parties should be conducted primarily via email or written communications.

1. A Vendor representative shall be assigned to GCCS and establish weekly meetings at GCCS office to facilitate lines of communication. This representative is responsible to provide the following services to GCCS:

2. Coordinate credits and returns of any products that are deficient or incorrectly picked.

3. Coordinate the replacement of critical items that are short on delivery dates by purchasing them from other sources and delivering them to GCCS.
4. Resolve any issue with the delivery schedule and coordinate alternate delivery dates when the district is closed or during holidays.
5. Coordinate the communication of GCCS's product requirements for use by the Vendor's buyers, including repeated shortages in supply, increased menu requirements, and special event or holiday pre-order items.
6. Educate GCCS team regarding special programs, promotions, and new product ideas that would be helpful to GCCS.
7. Introduce and/or conduct samplings of new products to GCCS.
8. Arrange for samples as requested by GCCS.
9. Coordinate all special orders, drop deliveries or proprietary orders.
10. Obtain and communicate contract pricing for new products and add new products to the bid listing.
11. Provide information on nutritional content and allergens as requested by the district.
12. Coordinate delivery of required and requested reports.
13. Work with Vendor's Commodity specialist to coordinate pricing, delivery and availability of commodity processed products.
14. Work with buyers to assure commodity processed products are available as published in GCCS menus and throughout the school year to allow complete utilization of allocated pounds.
15. Coordinate documentation for all rebates available to GCCS including velocity reports or other requirements. Provide this documentation weekly or at the least, monthly to the district for submission.
16. Respond to all requests for action and information in a complete and timely manner.

I. REPORTS

1. Bidders must submit a detailed electronic bid document of all proposed items with full item description, pack size and stock numbers with proposal.
2. Usage reports which report item sales and totals for the district, shall be supplied upon request,
3. Monthly rebates shall be provided to GCCS and submitted on behalf of the district as allowable.
4. Vendor shall provide an initial and updated copy of all bid allowances.
5. By, August 15<sup>th</sup> of each contract year, GCCS must receive a purchased velocity report detailing all purchases. This report must be presented in an electronic format that can be manipulated to meet the needs of the district. The velocity report will reflect the actual purchases from July 1, through June 30
31. Additional velocity reports may be requested as needed.
6. A Performance Report will be provided monthly to GCCS in electronic form. The report should include:
  - a. All food and supply substitutions and corresponding price charged as well as original bid price of unavailable item.
  - b. Itemized report of all back ordered products.
  - c. Itemized report of all unfilled orders by item.
  - d. Order fill-rate percentage
7. Additional reports may be requested based on the needs of the district.

J. FOOD SAFETY

Bidder must have in place systems to maintain a high-quality program for warehousing and distribution including:

1. First-in, first-out inventory rotation system
2. HACCP (Hazard Analysis Critical Control Point) system in place.
3. Cold Chain Management System in place.
4. Product shelf life is monitored.

5. Products delivered free of damage.
6. Corrective action plan in place.
7. Supplier/FDA-initiated food recalls are promptly reported
8. Salvaged products are not returned to distribution

K. PRODUCT RECALLS

Manufacturers and Vendors are expected to comply with all federal, state, and local laws and regulations regarding recalls. The Vendor shall have a process in place to effectively respond to a product recall which should include the following objectives:

1. Provide accurate and timely communication to GCCS regarding a recall both verbally and in writing.
2. Ensure that unsafe products are removed from school sites in an expedient, effective, and efficient manner.
3. Streamline the process for reimbursement for recalled products.
4. Contractor will be responsible for all cost associated with replacement product, shipping charges, and/or product credit. GCCS will make final decision whether product needs to be credited or replaced.

L. DELIVERY TIMES AND PLACES

1. The prices quoted shall be for delivered product to all delivery sites at GCCS properties<sup>1</sup>. as shown in Section IX. All drop sites require deliveries for the length of the contract.
2. The successful bidder shall submit delivery schedules to the school district official for approval. This schedule shall remain constant from week to week.
3. Pre-dawn deliveries are preferred to school sites.
4. Deliveries shall be ordered in full-case quantities whenever possible.
5. All perishable items must be delivered with a minimum 2 weeks of shelf life.
6. Deliveries shall be made in accordance with the frequency and hours designated in Section IX and all deliveries must be complete by 10:30 am to avoid the lunch meal service.
7. When holidays or closed dates fall on a schedule delivery day; deliveries shall be made on the next school day unless otherwise coordinated and agreed upon by GCCS and the Vendor.
8. Deliveries must be made in dual, or tri-compartment refrigerated trucks to adequately protect frozen, dry, chilled, and special care products in accordance with packer's recommendations. The Vendor shall make all deliveries in such manner that will reduce shifting cases on the delivery truck, and thereby, minimize crushed or damaged cases/products. Signage with the Vendor's name shall be prominently displayed on delivery vehicles the Vendor utilizes to conduct business on GCCS's school campuses.
9. Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled, and frozen) at each school accompanied by a designated school employee unless predawn deliveries are made.
10. GCCS reserves the right to require a change in service or management representation if the conduct by the Vendor's personnel, in the opinion of GCCS is unprofessional.
11. All shipments are subject to inspection and approval upon arrival at GCCS's assigned destination. When pre-dawn deliveries are made, inspection will occur within employee business hours and Vendor will be informed of missing, incorrect product or damaged items and credit or replacement will be requested.
12. GCCS reserves the right to refuse delivery of any product(s) which may present with evidence of improper storage, sanitation practices, or other damage(s). Multiple occurrences may result in the cancellation of the contract.
13. All product(s) are subject to inspection and return, at the expense of the Vendor, if found to be non-conforming to the proposal award. If product(s) are non-conforming in any respect (quantity, quality, or packaging) GCCS the right to reject shipment without liability.
14. Additional delivery sites may be added throughout the duration of the contract as GCCS's needs require.

M. ITEM SUBSTITUTIONS



The Manufacturer's Brand number awarded must be the brand number delivered.

1. No unauthorized substitutions will be accepted. Substitutions are to be avoided and vendor must have items stocked and available to begin filling orders the last week of July each school year.
2. Critical items that are short on delivery dates more than one time in a 3-month period must be purchased from another source and delivered to GCCS by the Vendor for the contracted bid price.
3. Substitution may be made only with the approval of the GCCS Representative.
4. The Vendor may deliver an equal or superior product at an equal or lower price with prior approval. Substitutions must be equal to or better than item bid and will be shipped at the original item cost.
5. If the substituted item cost is less than the original item cost, the lower cost shall prevail. If the house brand is the bid item, GCCS must be notified when the packer of the house brand changes.
6. A monthly report of all substitutions and the corresponding price charged must be provided.
7. Substitutions that do not comply with the Buy American Provision must be handled as outlined and must be identified as such to the district representative.

N. NEW BID ITEMS

Bid pricing on new items may be requested at any time throughout the contract period. Within 10 days of the request, the Vendor will solicit bid pricing from the manufacturer and provide GCCS with pricing. The Vendor will provide a copy of their published supplier's price list minus any discounts to verify cost.

In addition to pricing, the Vendor will also disclose to GCCS order availability, SPO/in-stock, vendor stock number, nutritional information, allergens, shelf life, and pack size information as requested.

O. SAMPLES

In order to evaluate and compare a product's acceptability for use in the GCCS program, product samples may be requested at the discretion of the district. Reasonable quantities as requested may be provided at no charge to the district and noted as such on the invoice.

P. COMMODITY NOI PURCHASES

1. This bid proposal includes specifications to secure firm fixed fee pricing for commodity net off invoice products to meet the needs of GCCS.
2. Bidders shall provide a cost-plus fixed delivery fee for the purchase of all items identified on the Commodity tab. Additional commodity items not listed on this proposal may be added to the contract at any time based on the needs of GCCS.
3. If GCCS's commodity allotment is exhausted prior to the end of the school year, the vendor will continue to provide the specified products at the "Total Cost" indicated on the Bid Specifications Worksheet.
4. GCCS reserves the right to omit commodity products from future bid renewals or amend the bidding structure as Federal and State commodity program changes may require.

Q. PAYMENTS

1. The successful bidder shall submit statements and claims monthly on mutually agreed upon dates to each school. Each statement shall include a summary of delivery tickets (invoiced) for the period. Each ticket shall be listed in numerical sequence and show the total charge. Statements may be submitted more often than monthly with the mutual agreement of both parties. Payment terms are net thirty (30) days.
2. Credits for incorrectly priced items or returned product should be issued within 30 days and must be accompanied by printed documentation.

R. CONTRACT TERM/EXTENSION/RENEWAL

The contract, an annual, bottom line, cost plus fixed fee for services is effective August 15, 2023 through June 30, 2025. It is specifically understood and agreed that the contract shall be renewable for two successive one-year terms from July 1 through June 30, 2025.

If GCCS does not receive price adjustment information by that date, then it is understood that the current year's pricing will remain in effect for the following calendar year. GCCS may terminate the contract at the end of each contract period by providing written notice to the supplier on or before June 30<sup>th</sup>. Written notice of termination may also be initiated at any time by either party for failure to uphold the terms of the contract. The transfer or assignment of this contract is prohibited.

S. TERMINATION

Contracts may be terminated at any time, on 30 days written notice, upon the mutual agreement of all parties, or in a shorter period of time, if the terms of the contract are violated in any way.

I. IV. BIDDER QUALIFICATIONS

Before any bid can be accepted, a bidder must be deemed qualified in the judgment of GCCS officials to perform as required herein. Business references may be requested to confirm qualifications and positive performance history. A bid may be rejected if a bidder fails to meet any of the following qualifications:

A. ACCOUNTING PRACTICES-Successful bidder must clearly demonstrate to GCCS officials their capability to provide accurate, reliable, and timely reports, in terms of invoices, statements, rebates, invoice price adjustments, credits and utilization reports. Bidder must also be able to provide commodity net off invoice processing, account allocation drawdown, and reporting to GCCS. Moreover, they must demonstrate the capability to spontaneously provide data for periodic review of prices by GCCS.

B. CAPACITY-A bidder must clearly demonstrate they have the capacity, physically and financially, to supply items to all delivery sites in economical quantities as required.

C. COMPUTER SUPPORT-The bidder must be able to support GCCS with technology support as requested

D. FACILITIES AND EQUIPMENT - Successful bidders must have adequate warehouses for supplying contract products. Conditions for storing chilled and frozen products must be as recommended by the Refrigeration Research Foundation. Delivery temperatures of frozen and chilled food shall be in accord with Association of Food and Drug Officials (AFDOS) Code as recommended by the Food and Drug Administration.

E. LIABILITY INSURANCE - Bidders shall provide proof of comprehensive liability insurance as outlined in "I. Contract Section".

F. PRODUCT LINE - It must be clearly evident to GCCS officials that the bidder is capable of delivering promptly all items on the bid list and acquiring, on short notice, any peripheral items which might be required. GCCS is not responsible for items purchased by Vendor(s) in anticipation of award.

G. RELIABILILTY- A successful bidder must have a proven record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A Vendor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and GCCS.

H. SANITATION REQUIREMENTS - Contractors' facilities may be routinely inspected by any GCCS representative. Facilities and operating practices must be continuously in compliance with the U.S. Food, Drug, and Cosmetic Act, and State and local laws and must meet all requirements outlined in the BID TERMS section of this document.

I. WORK STOPPAGES - The bidder guarantees delivery to GCCS regardless of any organized work stoppages.

V. STANDARD CONTRACT CONDITIONS

A. This contract shall be governed in all respects -- as to validity, construction, capacity, performance, or otherwise by the laws of the State of Missouri

B. State Sales and Use Tax Certificate of Exemption forms will be issued to the contractor upon request.

C. Deliveries pursuant to this contract must be free of fuel surcharge, excise, transportation, and sales taxes, except when such a tax is part of a price and GCCS is not exempt from such levies.

D. Modifications, additions, or changes to the terms and conditions of this Request for Proposal may be a cause for rejection of a bid. Bidders are requested to submit all bids on the official form provided. Bids submitted on a company form may be rejected.

E. The bidder agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof.

VI. STANDARD PRODUCT CONDITIONS

A. All products shall conform to the minimum requirements of Federal and State regulations. Those requirements shall include but not be limited to weights, measures, full containers, drained weights, and contamination.

B. All products shall conform to standard guarantee requirements with respect to HACCP safety standards, and the supplier by his signature on Section I, agrees to hold the buyer harmless in the event of product failures.

C. All products should arrive in an unopened original container.

D. Perishable products (including, but not limited to yogurt and juice) shall have a minimum of a two-week shelf life from date of delivery.

VII. RIGHTS AND REMEDIES

In addition to other rights and remedies, GCCS reserves the right to cancel the entire contract with any Vendor who fails to perform in any manner or in accordance with the proposal as offered to and accepted by GCCS.

VIII. BID AND CONTRACT REQUIREMENTS

TYPE OF CONTRACT:

Annual Reimbursement Cost Plus Fixed Fee for Services

INSTRUCTIONS FOR COMPLETING PRODUCT SPECIFICATIONS BID BOOK

Food and Supplies Bid

GCCS Number – GCCS ordering system number that corresponds to the product and the product name.

Description - Identifies and lists the product specifications and pack size of the item.

Brand or Approved Equivalent - lists the acceptable brand(s) or approved equal.

Manufacturer Code - manufacturer's code for the requested brand specified.

Meets Buy American Standard - indicate "yes" if the product meets Buy American standard and "no" if it does not.

Check if Alternate Manufacturer and Product is Proposed - *(complete only if alternate item is bid)* place a check mark to indicate alternate bid.

Proposed Alternate Manufacturer and Manufacture Code - *(complete only if alternate item is bid)*- indicate alternate product and code being proposed.

Proposed Alternate Servings Per Case/Pack Size - *(complete only if alternate item is bid)* - note the correct servings per case/pack size of the alternate bid item.

SPO - check if any product specified is considered a special-order item (SPO) in column as indicated.

Vendor's Code - indicate the vendor's number used to identify the bid product noted.

Vendor's Cost - enter vendor cost including freight/laid in cost as defined in Bid Terms.

Bid Allowance - enter any bid allowance to be subtracted from the vendor cost.

Fixed Fee - enter the fixed fee per case.

Bid Unit Cost - the vendor's cost minus bid allowance plus the fixed fee.

Estimated Quantity - cases purchased based on historical data provided by GCCS.

Total Cost - "Bid Unit Cost" multiplied by the proposed cases noted in "Estimated Quantity". Notes - indicate additional information or notes to be communicated to GCCS.

Add all "Total Cost" extensions to obtain a total bottom line price for this group. Enter this number on the appropriate line in Section I to indicate a total for "Food and Supplies Bid."

Commodity Processed Foods - Net Off Invoice

GCCS Number - GCCS ordering system number that corresponds to the product.

Commodity Description - Identifies the product name and/or the product specifications and pack size.

Manufacturer - lists the manufacturer's name.

Manufacturer Code - manufacturer's code for the requested product specified.

Vendor Code - indicate the vendor's number used to identify the bid product noted.

Case Weight – case weight of the product specified.

Servings Per Case – serving per case as indicated by manufacturer.

Pounds of Deferral Per Case – pounds of commodity necessary to produce the case of product.

Meets Buy American Standard – indicate “yes” if the product meets Buy American standard and “no” if it does not.

Vendor’s Cost - enter vendor cost including freight/laid in cost as defined in Bid Terms.

Fixed Delivery Fee – enter the fixed delivery fee per case.

Total Cost - total of vendor’s cost-plus fixed delivery fee.

Commodity Deferral/Net Off Invoice – commodity dollar allowance for product which is subtracted from the total cost.

Delivered Cost Per Case – “Total Cost” minus “Commodity Deferral/NOI” amount.

Estimated Usage – estimated cases provided by GCCS based on historical data and processed pounds.

Total Delivered Cost – “Delivered Cost Per Case” multiplied by the proposed cases noted in “Estimated Usage”.

Add all “Total Delivered Cost” extensions to obtain a total bottom line price for this group. Enter this number on the appropriate line in Section I to indicate a total for “Commodity Processed Foods/NOI”.

#### BID DISCLOSURE

Only bottom-line numbers as recorded in Section I will be read at the bid opening. Bidders may be present at the bid opening:

“No bid” totals, contract terms and the quantity of alternate quotes and SPO will be reviewed for accuracy and evaluated to establish the most competitive bid provided following the bid opening and prior to the awarding of the bid. Failure to make the appropriate conversions may be cause for rejection of the bid.

Line-item cost prices and fees are classified as "financial information" in accordance with "The Freedom of Information Act" and are not subject to public disclosure, except after a formal written petition is made to GCCS and approved by GCCS’s Board.

#### DEFINITION OF COST PRICES

A supplier's invoice costs shall reflect promotion allowances, i.e., one free with 10, or bid allowances, the benefit of which shall accrue to the purchaser. Volume rebates, target allowances and bill backs must be passed on to GCCS. Cost prices shall be based on "delivered to Vendors' warehouse." Freight rates shall normally be in carload or truckload quantities. Costs shall be based on the "latest invoice" either prior to merchandise being delivered to the purchaser or in stock. Documentation of prices bid for items not currently stocked, must be available for audit.

Fixed fees are not subject to change during the bid period except as specifically outlined.

#### AUDITS

GCCS reserves the right to conduct a formal price verification review and/or contract compliance audits of the Vendor at GCCS's discretion. The Vendor shall be willing to provide information on costs without reservation.

GCCS's intention in conducting routine price verification reviews is to confirm that the product costs, fixed fees quoted, and amounts invoiced are in accordance with the terms of the agreement. The Vendor shall provide acceptable documentation to include but not limited to manufacturer's price quotes, all invoices and payment information, freight bills, and inventory records.

The audit shall be conducted by designated GCCS personnel, or an external auditor hired by GCCS at a mutually agreed upon date during normal business hours. Each party will bear its own costs related to any audit.

#### PRODUCT CODES

Contract Vendor shall designate items by product codes on invoices (delivery tickets). Code shall be designated either by color, i.e., Monarch Blue, or number i.e., Butoni 4414, as may be appropriate to facilitate checking orders at time of delivery.

#### SPECIFICATION PORTFOLIO

The successful bidder must provide information for all items requested. The specifications must include product name, product codes (manufacturer's and Vendor's), product label, allergens, nutritional analysis and/or statement certifying the contribution of the product to the USDA School Meal Pattern.

#### BUYER-DISTRIBUTION RELATIONSHIP

Under arrangements of the contract, a contract Vendor is in essence "hired" as a buyer for GCCS. It is the responsibility of the Vendor to protect the interest of GCCS. Examples include but are not limited to:

1. Interface with packers on problems relating to product pack and quality.
2. Make purchases of specified items at the lowest price, including freight.
3. Maintain a constant search for substitute items, which offer better values.
4. Promote the introduction of new items, either by packer or broker or Vendor representative.
5. Respond readily to problems of delivery, paper transactions, or product performance.
6. Provide promptly the necessary documents for product usage and price changes.

IX. DELIVERY SITES

Guadalupe Centers High School  
1524 Paseo Boulevard  
Kansas City, Missouri 64127

Guadalupe Centers Middle School  
2640 Belleview  
Kansas City, Missouri 64108

Guadalupe Centers Elementary School  
5123 E. Truman Road  
Kansas City, Missouri 64127

Total Proposed Weekly Drops - 3

Request all deliveries be completed by 10:30 am to avoid conflict w/ lunch schedule  
Pre-dawn deliveries would be preferable. Routing changes can be arranged for pre-dawn deliveries.

NOTICE OF NO BID

“NS Bid – Prime Vendor Grocery, Commodity Processed Foods, and Non-Food Supplies”,  
Please complete this form and return via email to  
Sonia Lopez, VP Workforce Development & Hospitality Services, [slopez@guadalupecenters.org](mailto:slopez@guadalupecenters.org)

(Check below)

We have decided not to submit a proposal for the reason(s) listed below but wish to receive information regarding Food Services opportunities in the future.

The product/service we represent should be listed in another category. (Specify)

We wish to be removed from the list of prospective Food Service Vendors:

EXPLANATION FOR "NO" BID ON PROPOSAL OR WISH TO BE REMOVED

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Signature of vendor's representative: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you for your interest in our Food Services Program