

Union County Public Schools

State of Tennessee

**Request For Proposal
For
Third Party Purchasing Services
for
Cafeteria Food & Supplies - Commercial and Commodity**

May 16, 2016

SECTION I

Instructions To Service Providers

SECTION I - Instructions To Service Providers

1.1 INTENT

It is the intent of the **Union County Public Schools (hereafter known as UCPS)** to solicit Sealed Responses from qualified Firms to secure a third party to perform purchasing services for food service food, supplies and materials that meet or exceed all State and Federal (relating to State and Local Government procurement a/k/a non-procurement program) procurement guidelines, regulations and laws for all Child Nutrition Programs.

1.2 PURPOSE

The purpose of this Request For Proposal ("RFP") is to hire a third party to procure supplies, materials and equipment on behalf of the **UCPS** through a cooperative arrangement at competitive prices.

1.3 FINANCE DIRECTOR

The primary contact for this RFP shall be:

Ann S. Dyer
Finance Director
Union County Public Schools
300 Main Street
Maynardville, TN 37807
Phone: 865-658-3400
Fax: 865-329-7428
E-Mail: anndyer@unioncountyttn.org

The primary contact shall hereinafter be referred to as the Finance Director.

1.4 DUE DATE FOR PROPOSALS

Service Provider must submit a complete Response to this RFP, using the format outlined in Section V of this RFP. One (1) original hard copy shall be delivered to:

Ann Dyer, Finance Director, at the address above by 3:00 p.m. local time, on May 31, 2016
Responses are to be in sealed envelopes, clearly marked: RFP-0034"Food Service Third Party Purchasing Services." **Late, emailed and faxed responses bill not be considered nor returned. Union County will not be responsible for any lost or misdirected mail.**

1.4.1 Standard Forms and Contracts

Any forms and contracts the Service Provider proposes to include, as part of any agreement resulting from this response between the Service Provider and the UCPS must be submitted as part of the Response. Any forms and contracts not submitted as part of the response and subsequently presented for inclusion may be rejected. Notwithstanding the above, the UCPS shall have the final say over the form of the contract to be executed between the UCPS and the successful Service Provider.

1.5 ADDITIONAL REQUESTS FOR CLARIFICATION

Prospective Service Provider may request clarification of any information contained in this RFP. All such requests must be made in writing to the Finance Director. The Finance Director will not respond to any requests for clarification received after **12:00 p.m. on May 25, 2016**. Response to any requests for clarification may be provided to all parties who have requested an RFP package.

1.6 ADDENDA TO THE RFP

If it becomes necessary to revise any part of the RFP, notice of the revision will be given in the form of an addendum to all parties who have requested an RFP package. Addendum will be posted up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check for addendum. All addenda shall become a part of the RFP. Each Service Provider should in its Response, to avoid any miscommunication, acknowledge all addenda, which it has received, but the failure of a Service Provider to receive, or acknowledge receipt of, any addendum shall, not relieve the Service Provider of the responsibility for complying with the terms thereof. **Acknowledgment by the Service Provider should consist of returning a signed copy of each Addendum as part of the Response.**

1.7 RIGHT TO REJECT

The UCPS reserve the right to accept or reject any or all Responses in whole or in part and to waive any irregularities therein not mandated by law.

1.8 PARTICIPATING SCHOOLS:

Maynardville Elementary School
Horace Maynard Middle School
Union County High School
Paulette Elementary School

Luttrell Elementary School
Sharps Chapel Elementary School
Big Ridge Elementary School

SECTION II

General Terms and Conditions

SECTION II - General Terms and Conditions

2.1 RESPONSE FORMAT

2.1.1 Response Forms

Supplied with the RFP is a Service Providers Response Form. The form provides the format for the Response and must be completed and submitted for your Response to be considered. Exceptions to specifications must be noted on such Service Providers Response Form.

2.1.2 Officer of Firm

Responses shall address all items completely and thoroughly in accordance with the format provided and shall be signed by an officer of the Firm with the authority to commit the Firm's resources.

2.1.3 Withdrawal

The contents and commitments in the Responses shall remain firm for ninety (90) calendar days from the Due Date of such Responses.

2.2 RIGHT TO REQUEST ADDITIONAL INFORMATION

The UCPS reserve the right to request any additional information that might be deemed necessary after opening the Responses.

2.3 POST-RESPONSES PRESENTATIONS

The UCPS, in its sole discretion, reserve the right to request post-response presentations from all, some or none of the Service Providers.

2.4 INCURRED COSTS

The UCPS are not responsible for any costs incurred by any Service Provider for any work performed relative to the preparation of a Response to this RFP or negotiation of a contract for services, including the costs for the preparation of the information solicited herein.

2.5 SCHEDULE DATES

The following is an anticipated schedule for the selection process. The UCPS reserve the right to modify any part of this schedule:

1. Request for Information Issued	May 16, 2016
2. Non-Mandatory Pre-bid	May 25, 2016
3. Due Date for Responses	May 31, 2016
4. Response Opening	May 31, 2016
5. Evaluation of Response	June 1-6, 2016
6. Select Firm and Negotiate Contract	June 7-27, 2016
7. Anticipated Contract Start Date	July 1, 2016

2.6 LICENSURE

Before a contract pursuant to this RFP is executed, the selected Firm must hold all applicable business and professional licenses, permits, etc. Selected Firm may be required to submit evidence of proper licensure.

2.7 DISCLOSURE OF PROPOSAL CONTENTS

All Responses and materials submitted in response to this RFP shall become the property of the UCPS. Selection or rejection of a Response does not affect this right. All Response information, including detailed fee for services, shall be held in confidence during the evaluation process, to the extent permitted by law. Upon the completion of the evaluation of Responses, the Responses and associated materials shall be open for review by the public. By submitting a Response, the Service Provider acknowledges and accepts that the full contents of the Response and associated documents may become open to public inspection.

2.8 CONTRACT REQUIREMENTS

The UCPS consider this RFP legally binding and will require that this Request For Proposal and the resulting Firm's Response be incorporated by reference into any subsequent contracts between the Firm and School Districts. It should be understood by the Firm that this means that the Firm to satisfy all requirements listed herein. Exceptions should be explicitly noted in your Response. Lack of exceptions listed on the individual Response

Forms will be considered acceptance of all of the specifications as presented in this RFP.

Minimally, the contract must contain the following language:

- A. Identification of Parties to the Agreement Clause - Both the Firm and the **UCPS** shall be clearly identified by name. Neither of the identified parties to the Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the Agreement, in whole or in part, to other third party unless the other party to the Agreement gives its prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by the Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the Agreement shall bind the identified party and their respective successors and assignees.
- B. Entire Agreement Clause - This Agreement, including appendices and referenced attachments, constitutes the entire Agreement between the **UCPS** and Firm and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.
- C. Applicable and Governing Law Clause - The Agreement shall be subject to all laws of the Federal Government of the United States of America and to the laws of the State of Tennessee. All duties of either party shall be legally performable in Tennessee. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Tennessee.
- D. Notices Clause - All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:
 - i. Actually received; or
 - ii. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party; or
 - iii. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled "Identification of the Parties to the Agreement" or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party.

- E. Effect of Regulation - Should any local, state, or national regulatory authority having jurisdiction enter a valid and enforceable order upon participating public school districts which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the School Districts of a material part of its Agreement with the Firm. In the event the order results in depriving the School Districts of materials or raising its costs beyond that defined in this Agreement, the School Districts shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to terminate the Agreement upon thirty (30) days written notice to the Firm. Should the Agreement be terminated under such circumstances, **UCPS** shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.
- F. Independent Contractor - It is expressly agreed that the Firm is not an employee of any participating public school districts, but an independent contractor.
- G. General Indemnification - The Firm agrees to indemnify, defend and hold harmless **UCPS**, its Participants, successors, assigns, employees and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of (i) the negligent acts or willful misconduct of the Firm and/or its officers, directors and employees, agents or subcontractors; (ii) any breach of the terms of this Agreement by the Firm; (iii) any violation of applicable State and/or Federal law, regulation, or requirement; or (iv) any breach of any representation or warranty by the Firm under this Agreement. The Firm agrees to notify **UCPS** by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action or proceeding for which it may be entitled to indemnification under this Agreement.

- H. Contract Duration – **UCPS** on behalf of member school districts intends to enter into a contract with an effective date of July 1, 2016 through June 30, 2017. **UCPS** reserves the right to annually extend the Agreement for an additional year up to no more than four (4) years in total. Extensions will be effective through an amendment to the Agreement.

- I. Right to Terminate for Breach - Each party shall have, in addition to all other remedies available to it, the right to terminate this Agreement immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Upon termination of this Agreement by either party for breach or default of the other party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement.

- J. Right To Terminate For Convenience - **UCPS** shall have the right to terminate this Agreement for any reason upon a ninety (90) day advance written notice to the Firm.

- K. Personnel - Service Provider shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement. **UCPS** reserves the right, in its sole discretion, to remove or change any of Service Provider's personnel. Prior to actual removal and/or substitution, **UCPS** shall notify the Service Provider of its intent to remove such employee and the Service Provider shall replace such employee as soon as reasonably possible with an employee which the **UCPS** deems acceptable.

2.9 SELECTION CRITERIA

The Bidders will be evaluated based upon the following selection criteria:

- | | | |
|----|---|--------------------|
| 1. | Fee Proposal | 35 points possible |
| 2. | Qualifications and Experience of Bidder | 25 points possible |
| 3. | Financial Stability of Bidder | 15 points possible |
| 4. | Past Performance and References of Bidder | 15 points possible |
| 5. | Staffing Provisions | 5 points possible |
| 6. | Years in Business | 5 points possible |

SECTION III

Third Party Purchasing Services

SECTION III - Third Party Purchasing Services

3.1 GENERAL DESCRIPTION

It is the goal of the **UCPS** on behalf of current and future participating member school districts to find a qualified Firm to secure a third party to perform purchasing services that meet or exceed all State and Federal (relating to State and Local Government procurement a/k/a non-procurement program) procurement guidelines, regulations and laws for all Child Nutrition Programs and to allow participating current and future member school districts to procure food, supplies, materials and equipment through a group purchasing service at competitive prices.

3.2 PROJECT SCOPE

The successful Service Provider will be required to:

- A. Perform the bidding process for food, supplies, materials, equipment and related services germane to the food service operation that will meet all Federal and State procurement standards.
- B. Provide an acceptable electronic method to analyze bids and keep track of orders, rebates, deliveries, invoices, and quarterly reports.
- C. Provide fee structure for your service.
- D. Provide contracts, pricing and information, catalogues, search information, technical information, etc. via a web site.
- E. Provide field staff to assist **UCPS**.
- F. Provide manufacturer incentives in which savings or discounts are passed directly along to **UCPS**.
- H. Provide the capabilities to procure distribution of USDA Commodity Products, both Processed and Non Processed.

**SECTION IV
Appendixes**

APPENDIX A

NONCOLLUSION AFFIDAVIT TO BE

EXECUTED BY SERVICE PROVIDER AND SUBMITTED WITH PROPOSAL

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Service Provider has not directly or indirectly induced or solicited any other provider to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any provider or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Service Provider has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other provider, or to fix any overhead, profit, or cost element of the bid price, or of that of any other provider, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Service Provider has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of _____ that the foregoing is true and correct.

Name of Firm Signature of (Firm)

Subscribed and sworn to before me this _____ day of _____, 20_____

My Commission Expired: _____

Notary Public

County of Residence: _____

This form must be completed and submitted with your bid package

SECTION IV Page 19

**Request For Proposal
Third Party Purchasing Services**

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SECTION V

Service Provider's Response Form

SECTION V - Service Provider's Response Form 5.1

RESPONSE FORMAT

5.1.1 Response Forms

Supplied with the Request For Information is a Response Form. The form provides the format for the Response and must be completed and submitted for your Response to be considered.

5.1.2 Font Size

The Response shall be simple and in an 8 1/2 x 11" format. The text shall be concise, with emphasis placed upon completeness and clarity.

5.1.3 Supplemental Information

All supplemental information is optional and, if included, should be presented as an attachment to your Response.

RESPONSE FORM
REQUEST FOR PROPOSAL
FOR
THIRD PARTY PURCHASING SERVICES

DATE:

NAME OF FIRM: _____

ADDRESSES OF ALL FIRM OFFICES: _____

1. Describe your Firm's experience in providing group purchasing services on behalf of members.
2. Give a brief history of your Firm:
3. Describe your method for analyzing bids.
4. Describe, in detail, your Firm's method for tracking orders, rebates, deliveries and invoices.
5. Describe contract search capabilities via web site and technical information.
6. Describe your ability to provide field staff.
7. Provide a detailed fee structure for your service. Include any fees related to volume, number of students, and number of school delivery locations or other levels of membership. Include any administrative fees charged to manufacturers and/or distributors that would not be passed back to the participation school districts.

- 8. Describe your ability to provide manufacturers incentives, which will provide savings/discounts to the participating members.**

- 9. What are the major strengths your Firm will bring to the schools and indicate why your Firm should be selected.**

- 10. Describe your ability to provide manufacturer incentives, which will provide savings/discounts to UCPS participating member districts.**

- 11. Describe how these savings/discounts will be passed on to current and future member districts.**

- 12. Would participating districts have access to electronic order placement? If yes, please describe.**

- 13. Describe your Firm's familiarity with Federal and State Procurement Requirements and how your Firm ensures compliance with such Procurement Requirements.**

- 14. Describe your Firm's experience in writing Request For Proposals for procurement of supplies, materials and equipment.**

- 15. Please attach a current audited financial statement, balance sheet and evidence of all current general liability and errors and omissions insurance carried by the Firm.**

- 16. List any actions taken by any regulatory agency resulting in litigation involving the Firm or its agents or employees with respect to any work performed in the last ten (10) years as well as the outcomes relating thereto.**

- 17. List all insurances that the Firm has that would be applicable to its services.**

18. Please provide at least three (3) customer references, including name of contact person, title, address and telephone numbers.

19. Please provide any other pertinent information about your Firm, which you feel is important for consideration.

Send substantiating documentation, where applicable.

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 (State or local) 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, 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.

This institution is an equal opportunity provider.

The undersigned hereby agrees that the Response to this RFP is a legal and binding offer and the undersigned, on behalf of its Firm, agrees to furnish and deliver the services in accordance with the terms, conditions and prices herein quoted.

FIRM NAME: _____

SIGNED BY: _____
(Manual signature - unsigned bids will be rejected)

PRINT NAME: _____

TITLE: _____ **DATE:** _____

ADDRESSES: _____

_____ **PHONE NO.:** _____

FAX NO.: _____ **E-MAIL:** _____

This form must be submitted with your Response.