



**REQUEST FOR PROPOSALS  
No. 2017-002**

**Food Supply and Delivery Services to IDC Child  
Development Centers**

**Issued: December 14, 2017**

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## SECTION 1. Summary and General Information

### 1. Summary

Inspire Development Centers (IDC) is currently seeking proposals from qualified Food Suppliers to provide Food Items and Delivery Services for IDC's twenty-nine (29) Child Development Centers located in Adams, Benton, Franklin, Okanogan, Skagit, Walla Walla, Whatcom and Yakima Counties.

It is the intent of IDC that the Bidder who receives the contract award would be the primary supplier or Prime Vendor of a wide range of food and food service related supplies for food service operations at our Child Development Centers. The agency participates in the USDA Child and Adult Care Food Program (CACFP) for reimbursement of meals that meet federal standards.

### 2. Background

IDC was incorporated as a nonprofit organization on July 18, 1983. Our primary activity is to provide effective child care, educational health, and nutritional services currently to 3,976 children of migrant and seasonal farm workers and rural poor families in the state of Washington. IDC Mission: To inspire learning, growth and success in life; one child, one family and one community at a time.

### 4. Proposal Deadline

All proposals will be noted and stamped by time and date of submission. All vendors responding to this solicitation shall have until **5:00PM EST, FRIDAY, JANUARY 19, 2018** to submit a fully completed proposal package. Proposals received after this deadline will not be accepted.

### 5. Submission Requirements

All proposals must remain valid for acceptance for sixty (60) days past the proposal submission date. The proposal must be submitted in the legal name of the organization. Questions and inquiries MUST be submitted in written format and submitted via email to [jfoley@foodandsupplysource.com](mailto:jfoley@foodandsupplysource.com) and Q & A for RFP#2017-002 MUST be stated in the email subject line.

Bidder will deliver one (1) original copy to the physical address below and an electronic submission to [jfoley@foodandsupplysource.com](mailto:jfoley@foodandsupplysource.com). The electronic submission must include the Food Bid Sheet in its original editable Excel format.

### 6. Conditions of Proposal

All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Bidder and will not be reimbursed by Inspire Development Centers.

### 7. Important Dates

Deadline to Submit Questions	January 17, 2018, 5 PM EST
<b>RFP Response Due Date</b>	<b>January 19, 2018, 5PM EST</b>
Award and Contract (reasonable estimation)	30-60 Days after RFP has closed

### 8. Contract Award

IDC intends to award a one (1) year contract, with the option to extend up to two (2) years before seeking re-competition. Preference (not priority) is given to the following types of vendors, providing this involves no sacrifice in quality, service, or price; Vendors historically underutilized (small, minority, and/or women owned business); Vendors, to the extent practical and economically feasible, that provide products and services that conserve natural resources, protect the environment and are energy efficient.

## SECTION 2. Agency Information

1. Delivery addresses, months operating and delivery frequency, see **Appendix A**.
2. IDC's Bid Sheet, see **Appendix B**. Whenever a product, within this request for proposals, is described by using a manufacturer's name, brand or catalog number, it shall be construed solely for the purpose of indicating the standard of quality and/or the dimensions desired by IDC. Only brands of equal or greater quality shall be considered. Every effort has been made to provide a comprehensive product listing; however, IDC reserves the right to make necessary changes post award. The quantities indicated on the Bid Sheet is an approximation of orders during the course of a year and is not binding.
3. All products must be suitable for a licensed child care environment; descriptive product literature must be available upon request. Per USDA regulations, **child nutrition labels will be required for all prepared food products**.
4. IDC is not a tax exempt agency, however proposed product pricing on must not include sales tax.
5. IDC is seeking Fixed Margin Contract. Under no circumstances will IDC enter into a "Cost-plus-percentage of cost" or "percentage of cost" contract. Additionally, if IDC's annual sales increase by 20% vendors will extend an additional cost savings or discount to IDC.
6. Standard payment method by IDC is Agency Check, however ACH payment may be available if agreeable terms can be reached between parties.
7. Proposals must include a cover letter signed by an official authorized to bind the bidder to its provisions for at least a period of 60 days. The letter must be on company letterhead. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
8. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions.
9. The price quotations stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened to the date of award.
10. All food and supply items are open to inspection and acceptance or rejection at the discretion of the IDC. Such inspection may be conducted at any time. No damaged cases or packages will be accepted. Any rejections shall not be charged to IDC.
11. IDC reserves the right to determine if the Alternate Equivalent items offered may be accepted as equal to the specifications.
12. IDC reserves the right to utilize secondary vendors for food and food service related supplies if it is determined that it is in the best interest of the agency to do so.

## SECTION 3. Proposal Specifications

The proposal, on company letterhead, should include all of the following information (1-15) in the same order:

1. Bidder's qualifications including the number of years in business.
2. Number of food delivery trucks and ability to delivery to all 29 IDC Child Development Centers.
3. Delivery schedule of days and times.
4. At least three (3) current customer references for food deliveries of at least the dollar volume of items listed on the bid sheet. Include company name, contact name, and phone number.

5. Bidder's ordering process inclusive of any special requirements (i.e. minimum order limits, deadlines, etc.) and any ability to provide web-based (internet/on-line) ordering for items listed in this RFP. Include any on-line account setup procedures and maintenance requirements.
6. Bidder's invoicing process.
7. Bidder's Product Guarantee and Product Return policy.
8. Bidder's Quality Assurance Program.
9. Bidder's Product Recall Program.
10. Completion of IDC's Bid Sheet. Please include Alternate Equivalent (AE) items and prices if the specific item(s) on the listing is unavailable. In the event bidder fails to provide any pricing information, IDC will assume that the item to be supplied and an Alternate Equivalent is unavailable. It is the intention for IDC to consider and evaluate items of standard manufacture of highest quality only. IDC reserves the right to determine if the Alternate Equivalent items offered may be accepted as equal to the specifications. The Food Bid Sheet must be completed using an editable version of the Excel spreadsheet that is attached to this RFP. The editable version of the spreadsheet must be requested via email from [procurement@inspire-centers.org](mailto:procurement@inspire-centers.org). Alternative bid sheets will not be accepted.
11. Fuel Surcharge fees (if applicable).
12. Ability to provide local sales support to IDC on product evaluation and selection, order and substitution management, product trainings and other cost savings opportunities.
13. Any other fees (excluding taxes) that would be charged to IDC as a result of an order being placed.
14. Any additional discounts or savings opportunities being proposed.
15. Description of any additional inclusive support services, including customer reports.

#### **SECTION 4. Standard Provisions for Post-Award Contracts**

The inclusion of this section in no way entitles any bidder to the contract award. This language is merely provided to ensure that the post-award expectations of IDC are adequately communicated to respective bidders. Contractual language is subject to pre-award revision and/or modification at IDC's discretion.

1. The Contractor will provide sale and delivery of food and/or food service related products and related supplies according to the terms of this agreement. Any exceptions to the scope of services will be under mutual agreement.
2. Upon completion of the above services and submission of invoices, IDC will pay the Contractor using a net 30 schedule of payment. Submission of invoices to IDC must occur after each order in order for us to comply with the payment schedule. All documents including invoices and correspondence submitted by the Contractor must be dated and bear the Contractor's name.
3. IDC may review and inspect the Contractor's activities during the term of this contract. After reasonable notice to the Contractor, IDC may review any of the Contractor's internal records, reports, or insurance policies, related to this contract.
4. The Contractor will provide the required services and will not subcontract or assign the services without IDC's written approval. The parties agree that the Contractor is neither an employee nor an agent of IDC for any purpose.
5. The Contractor will protect, defend and indemnify IDC, its officers, agents, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of IDC in connection with or in any way incident to or arising out of the occupancy, use, service, operations,

performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any subcontractor, or any employee, agent or representative of the contractor or any sub-contractor.

6. Contractor will maintain at its own expense during the term of this Contract, the following insurance:
  - a. Workers' Compensation Insurance with Washington State statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
  - b. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. IDC shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
  - c. Automobile Liability Insurance covering all owned, hired and non-owned vehicles to comply with the provisions of the North Carolina law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to IDC. Contractor shall be responsible to IDC or insurance companies insuring IDC for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish IDC with satisfactory certificates of insurance or a certified copy of the policy if requested by IDC. No payments will be made to the Contractor until the current certificates of insurance have been received and approved by IDC. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the IDC with certification of insurance evidencing such coverage and endorsements prior to commencement of services under this contract. Certificates shall be addressed to the Inspire Development Centers, 105 B South 6<sup>th</sup> Street, Sunnyside, WA 98944, and shall provide for 30-day written notice to the Certificate holder of cancellation of coverage.
7. The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.
8. The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of IDC, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest.
9. The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid, being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other vendors, or with any official of IDC or any employee thereof, or any person, firm or corporation under contract with IDC whereby the Contractor, in order to induce the acceptance of the foregoing bid by IDC has paid or is to pay to any other vendor or to any of the aforementioned persons anything of value whatsoever, and that the Contractor has not, directly or indirectly entered into any arrangement or agreement with any other vendor or vendors which tends to or does lessen or destroy free competition in the letting of the award sought for by the foregoing bid.
10. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business). The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicants and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment; advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.
11. The Contractor shall provide the services without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

12. The Contractor affirms that persons, firms, and corporations joining and participating in the submission of the foregoing bid are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. The Contractor also affirms that no one associated with the submission of the foregoing bid has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, for violation of federal or state antitrust statutes or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. The Contractor also affirms that no one associated with the submission of the foregoing bid is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses above; and have not had any public transactions (federal, state or local) terminated for cause or default during the three years prior to this bid. The Contractor understands that failure to disclose information pertaining to the language in this article is grounds for termination of the contract.
13. This contract is binding on IDC and the Contractor, their successors and assigns. Neither IDC nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.
14. Termination without cause. Either party may terminate the contract by giving sixty (60) days written notice to the other party.

### **SECTION 5. General Requirements**

1. This procurement will be conducted in accordance with the Inspire Development Center's Procurement Policies and Procedures, Uniform Guidance and applicable grant regulations. The proposals will be kept confidential. Inspire is a private non-profit organization which adheres to its internal control policies and procedures. It is not the practice of Inspire Development Centers to disclose bids/proposals submitted in response to requests which may or may not infringe upon confidential business practices of individual businesses.
2. Non-Responsive Proposals - Proposals may be judged non-responsive and removed from further consideration if any of the following occur; the proposal is not received timely in accordance with the terms of this RFP and/or the Proposal does not follow the specified format.
3. Contract Award - Professional services will be evaluated and selected based on experience, qualifications, knowledge, ability, cost and references.
4. Review Process - In compliance with Uniform Guidance 2 CFR Part 200.319 – Competition, Inspire Development Centers has conducted this procurement in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.
5. The Inspire Development Centers may, at its discretion, request presentations by or meetings with any or all Bidders to clarify or negotiate modifications to the Bidders' proposals. However, Inspire Development Centers reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the Bidder can propose. Inspire Development Centers contemplates award of the contract to the responsible Bidder with the highest total points.
6. Certifications - On behalf of the Bidder
  - a. The individual signing certifies that he/she is authorized on behalf of the Bidder
  - b. The individual signing certifies that the Bidder is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Bidder
  - c. The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.
  - d. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Bidder prior to an award to any other Bidder or potential Bidder

- e. The individual signing certifies that there has been no attempt by the Bidder to discourage any potential Bidder from submitting a proposal.
7. Laws and Regulations - The prospective contractor must be licensed in the State and Community for which they are proposing to provide services. The prospective contractor is assumed to be familiar with all Federal, State, County and City laws, codes, and regulations which in any manner affect those engaged or employed in the work, or the materials and equipment used in the proposed services or which in any way affect the conduct of work, and no pleas of misunderstanding will be considered on account of ignorance thereof.
8. Interpretation of Proposal Documents - Prospective contractor's contemplating submitting proposals who are in doubt as to the true meaning of any part of the proposal documents, or find discrepancies in or omissions from this proposal document shall submit to Inspire Development Centers in a written request for an interpretation or correction thereof. Such requests shall be submitted and received not later than seven (7) days prior to the date specified as the deadline to submit. Any interpretation or correction of the proposal documents will be made in writing by addendum duly posted on the Inspire website. Inspire will not be responsible for any other explanation or interpretation of the proposal documents.
9. Rejection of Proposals - Inspire Development Centers reserves the right to reject any proposal which omits any one or more items for which proposals are required; any proposal which omits prices; or any proposal, that in the opinion of Inspire Development Centers, does not meet the special requirements specified in this Request for Proposals. Inspire, at its sole discretion, reserves the right to reject any or all proposals at any time prior to the execution of a contract at no penalty.
10. Ownership of Proposals - All proposals and accompanying documentation become the property of Inspire Development Centers and will not be returned.