



REQUEST FOR PROPOSAL

Food and Related Products- Statewide

RFP-20-DG-001

NIGP Class Code(s): 380,385,390,393

RESPONSES ARE DUE BEFORE:

Monday, October 07, 2019, 2:00 PM CST

POINT OF CONTACT:

Danny de la Garza, CTCD, CTCM

Texas State Technical College

Phone: (956) 364-4554

danny.delagarza@tstc.edu

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SECTION 1: GENERAL INFORMATION

1.1 Background of Texas State Technical College

Texas State Technical College (“TSTC” or “College”) a state-supported two-year technical college and is the state’s largest provider of technical education. TSTC was originally established in 1965 as the James Connally Technical Institute (JCTI), a two year college in the Texas A&M University System designed to meet the state’s evolving workforce needs. In 1969, the State of Texas gained ownership of James Connally Air Force Base and renamed the college Texas State Technical Institute (TSTI), which became a separate state agency with its own Board of Regents, appointed by the governor. TSTC has been accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) as a Level I institution since 1968. The College is an open enrollment institution with a full-time equivalent enrollment of approximately 12,000. In contrast with Texas’s regionally-focused community colleges, TSTC has a statewide role and mission with a legislative mandate to focus specifically on highly specialized, advanced, and emerging technical and vocational areas leading to certificates or associate degrees.

In 2015, the College was granted single-accreditation status from SACS-COC, the regional body for the accreditation of degree-granting higher education institutions in the Southern states. TSTC central administration is located in Waco, Texas, the site of the flagship campus. The College services students throughout the state of Texas at campuses located in Abilene, Breckenridge, Brownwood, Fort Bend County, Harlingen, Marshall, North Texas (Red Oak), Sweetwater, Waco, and Williamson County.

1.2 Purpose of the Request for Proposals

TSTC is soliciting proposals (“Proposals”) from qualified Respondents (“Respondent”) for the purpose of providing food and related products for use primarily by its Culinary Arts Program but also by the campus departments as needed. TSTC offers a Culinary Arts Program at **its Waco, Harlingen, Abilene and Hutto campuses**. Students learn both basic and specialized culinary principles and techniques, and get hands-on experience in food preparation, menu planning, catering, butchering skills, sauce creation, sugar and chocolate work, cake decorating, the artistry of plate presentation and more. The distance between campuses and the size of each program warrant a need to award multiple respondents. Orders will be done based on price at the time of the order, availability and quality.

1.3 Submission of Proposal

Pursuant to *Texas Government Code Title 10, Subtitle D, Chapter 2156.121-2158.127*, sealed proposals will be received until the date and time established as the submittal deadline. After the submittal deadline, proposals will be opened and only the names of Respondents that properly submitted a Proposal will be made public. Prices and other proposal details will only be divulged after the contract award, if one is made.

Proposals must be received before the hour and date specified as the submittal deadline. Any proposal received after the expiration of the submittal deadline will be immediately disqualified from consideration.

Proposals will not be accepted by telephone, fax, or email. Proposals will only be accepted at the address below:

Danny de la Garza
1902 N. Loop 499, Harlingen Texas 78550
Phone: 956.364.4554
danny.delagarza@tstc.edu

Submit one (1) original signed proposal and one (1) identical electronic copy of the original signed proposal including all of its contents (“Proposal”). The original Proposal should contain the mark “original” on the Proposal Cover Page. The electronic copy shall be submitted in a USB/Flash Drive or CD in the same envelope as the hard-copy original proposal.

Proposal must be enclosed in a sealed envelope (box or container) addressed as described above. The envelope must clearly identify the RFP number, submittal deadline, and the name and return address of the Respondent. Proposal and any other information submitted by a Respondent in response to this RFP shall become the property of TSTC and will not be returned.

TSTC will not provide “delivery or hand stamp” receipt of Proposal or proof of delivery of Proposal which are delivered by hand or courier.

Failure to comply with all requirements contained in this RFP may result in the rejection of the Proposal. Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP, or irregularities of any kind are subject to rejection.

By submitting a Proposal in response to this RFP, Respondent acknowledges and accepts the evaluation process and that determination of the “best value” will require subjective judgments by TSTC.

1.4 Questions and Clarifications

All questions and clarifications regarding this RFP must be submitted in writing to Danny de la Garza, at danny.delagarza@tstc.edu **AND** Doris Turner, at doris.turner@tstc.edu no later than **Monday, September 30, 2019, 10:00 AM CST**. TSTC reserves the right to request clarification of any information contained in a proposal. Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by TSTC as an Addendum. All such Addenda will be issued by TSTC before the submittal deadline as part of the RFP and Respondents shall acknowledge receipt of each Addendum to the RFP in proposal submission.

1.5 Schedule of Events

| | |
|--|---|
| Issuance of RFP | Monday, September 23, 2019 |
| Pre-Submittal Conference | N/A |
| Deadline for Written Questions | Monday, September 30, 2019 10:00 AM CST |
| Issuance of Addendum (if necessary) | Friday, October 4, 2019 |
| Submittal Deadline | Monday, October 07 2019, 2:00 PM CST |
| Award/Issuance of Purchase Order (tentative) | TBA |

1.6 PRE-SUBMITTAL CONFERENCE:

Not applicable

1.7 Historically Underutilized Business Submittal Requirements

It is the policy of TSTC to promote full and equal opportunities for the contracting and subcontracting of Historically Underutilized Businesses (HUB) in accordance with *Texas Government Code*, Chapter 2161. This Chapter applies to all contracts for the purchase of goods and/or services with an expected value of \$100,000 or more.

A HUB Subcontracting Plan Form (Included as Separate Attachment) must be filled out and returned with the Proposal to be considered responsive. If the Proposal does not include a HUB Subcontracting Plan, it shall be rejected as a material failure to comply with advertised specifications.

Search the State of Texas HUB Database for HUB vendors by the NIGP class and item at: <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>

Additional minority and women owned business association resources are available for subcontracting notices at: <http://comptroller.texas.gov/procurement/prog/hub/mwb-links-1/>

Additional information and training regarding how to complete a HUB Sub-Contracting Plan can be found on the CPA Website at the following link: <http://comptroller.texas.gov/procurement/prog/hub/hub-subcontracting-plan/>

1.8 Subcontracting Approval

The Respondent shall perform the Contract with its own resources and those subcontractors identified in the Respondent's HUB Subcontracting Plan. In the event that the Respondent should determine that it is necessary or expedient to execute additional or alternative subcontracts for any of the performances under the Contract, the Respondent shall submit a revised HUB Subcontracting Plan for prior approval before executing any subcontracts.

In any subcontracts entered into by Contractor for the performance of the work, Contractor shall require the Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to Contractor by the terms of the contract between Contractor and TSTC and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the contract between Contractor and TSTC, assumes toward TSTC.

The Respondent shall manage all quality and performance, project management, and schedules for subcontractors. The Respondent shall be held solely responsible and accountable for the completion of all work for which the Respondent has subcontracted.

1.9 Proposal Requirements

Proposals cannot be altered after the proposal submittal deadline and must be firm for up to 90 days from the submittal deadline. Proposals cannot be withdrawn after submittal deadline without written approval by TSTC based on a written request to withdraw.

1.10 Signature, Certification of Proposer

Proposals submitted without the required forms and authorized signatures, as specified in Section 3(Proposal Requirements) and Section 6(Attachments) are subject to disqualification at TSTC's sole discretion.

1.11 Proposal Evaluation and Award Process

Proposals will be evaluated in accordance with Section 4.1 of the RFP.

1.12 Exceptions to RFP

Any exceptions to terms, conditions, and requirements of the RFP, including the Service Agreement, must be made in writing and noted in the Proposal. Please refer to Section 6, Form B for the required form.

1.13 No Reimbursement for Proposal Costs

TSTC specifically disclaims the responsibility and/or liability for all costs, expenses, or claims related to or arising out the proposers' participation in this RFP process, including but not limited to costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying their Proposal and the information relevant to the Proposal. Proposers acknowledge and accept that any costs incurred from proposers' participation in this RFP process shall be at their sole risk and responsibility.

1.14 Taxes

As an institute of higher education and agency of the State of Texas, TSTC is exempt from payment of Texas State and local sales or use taxes on all purchases (*Texas Tax Code, Section 151.309*). Do not include sales tax in Proposal. Tax exemption certificates are available upon request.

1.15 Reservation of Rights

TSTC reserves the right to modify the RFP, divide the Scope of Work into multiple parts, and reject any and all proposals to re-solicit for new proposals or temporarily or permanently abandon the RFP prior to the date on which TSTC's delegated authority executes a contract with the selected Proposer.

1.16 Texas Public Information Act

Proposers acknowledge that TSTC is an agency of the State of Texas, and is therefore required to comply with the Texas Public Information Act (*Texas Government Code, Chapter 552.001, et seq.*) TSTC strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information. All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure. If proposals include proprietary data, trade secrets, or information proposers must specifically label such data, secrets, or information as follows: **“PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION”**.

1.17 Equal Opportunity

Proposer must be an equal opportunity employer. No person shall be discriminated against in employment because of race, color, religion, gender, national origin, disability, or age.

1.18 Accuracy of Information

The information presented in this RFP is complete and accurate to the best of TSTC’s knowledge. If proposers have any questions in regards to this RFP, a written request should be submitted to Point of Contact before the Deadline for Written Questions specified herein.

1.19 Contract Award

Proposals to this RFP are offers to contract with TSTC. Proposals do not become contracts and are not binding until a written contract is executed by TSTC’s delegated authority and awarded Proposer. Awarded Proposal and vendor’s contract, if any, will become incorporated by reference in the written contract. TSTC shall reserve the right to award a contract for part or all requirements in the RFP, to award multiple awards, or not award any contract, according to what is in the best interest of the TSTC.

The contract performance period shall be for a period of approximately twenty two (22) months (November 1, 2019 through August 31, 2021, unless otherwise extended or terminated by TSTC in accordance with the terms and conditions of this contract. TSTC will have the exclusive option to renew this contract for up to three (3) one-year option periods, provided funds have been appropriated for the continuation of services. The Respondent must be agreeable to renewal under the conditions of this document. All contract renewals or extensions may be subject to approval by authorized personnel of TSTC. Contract renewals or extensions may be made ONLY by written agreement between the College and the Proposer and are subject to approval by authorized personnel of TSTC.

The RFP and submitted responsive documents, or portions of each, and at the College's sole discretion, may become incorporated by reference and a part of this written contract and will be binding on both the College and the Respondent after execution of the contract by both parties.

1.20 Ethics Conduct

Any direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify proposers from current and future consideration for participation in TSTC purchase orders and contracts.

1.21 Loss of Funding

Performance by TSTC under the resulting contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of Texas State Technical College System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then TSTC will issue written notice to Respondent and TSTC may terminate the Agreement without further duty or obligation hereunder. Respondent acknowledges that appropriation, allotment, and allocation of funds are beyond the control of TSTC.

SECTION 2: SCOPE OF SERVICES

It is the intent of Texas State Technical College to award one or more Respondents for food and related services. Each Respondent is expected to provide product in the most efficient and cost effective way. TSTC will choose the Respondents who can provide best product/service depending upon availability, quality and price. TSTC is seeking a price catalog of goods and services for its Culinary Arts Programs. Respondents can make proposals for all or some of the campus, please make note of what campuses are being proposed on Attachment B. The awarded Respondent(s) must demonstrate the ability to provide all food items and services listed in their catalog, delivery and transportation as required for optimal quality of the products. Delivery schedule for performance of work must be met in a timely manner without planned overtime, which shall be Respondent's responsibility. Shipments must be FOB Destination no freight allowed, no additional shipping fees allowed to be charged to any invoice during the length of the contract such as fuel, additional delivery, etc.

2.1 SCOPE OF WORK

All goods and services offered shall be of high quality, available as required per delivery schedule, at the lowest price and suitable for the intended purpose. Any item that does not meet these requirements will be returned to the Respondent and could be sourced from another qualified Respondent. Rejection of items is based on inspection at time of delivery. Items can be replaced if done so by needed time of product or credit of item shall be given.

Substitute items must be pre-approved before products are shipped. Only upon review and approval of TSTC staff can substitute product be accepted.

Any additions, differences or exceptions from the minimum or general requirements for the scope of services requested shall be clearly identified in the Proposal response.

Awards will be made to the successful Respondent(s) for the total line of products and services submitted. Orders can be placed for all or part of any product line from multiple food distributors based on price, quality and availability.

Respondent who receive Blanket Purchase Order for the current fiscal year, which runs from September 1st to August 31st will include: RFP No. dollar amount, Delivery and Receiving schedule. TSTC does not commit to spend the dollar amount on the Blanket Order. Blanket Order are only estimates of what the program will order throughout the year and actual spend will be based on price, quality and availability of products and services.

Minimum Requirements:

1. Selected Respondent must be able to deliver products to one or more campuses where TSTC offers Culinary Arts courses.
2. All locations do not have loading docks. Selected Respondent must provide a lift gate.
3. Selected Respondent must provide a single account representative per campus.
4. Account representative must visit with program lead instructor once a month.
5. Contract must be available for the use of any other TSTC Department within these campuses.
6. All food items shall meet the requirement of the Federal Food, Drug and Cosmetic Act (FFDCA) and other regulations cited in the Act.
7. Canned items, for which a grade is assigned, shall be of the latest season's pack; that is, less than one year old at the time of inspection by the United States Department of Agriculture (USDA).
8. For canned items, the weight designations shall conform to the Food and Drug Administrations (FDA) definitions and procedures in 21 CFR Part 145, and USDA Regulations.
9. Any food or color additive, pesticide, and saccharin shall conform to the applicable Federal regulation.
10. Packing for shipment shall be in accordance with the manufacturer's standard practice and in a manner readily acceptable by common carriers engaged in interstate commerce.

11. Each product shall bear a securely affixed and durable label showing the processor's name or processor's trademark.
12. When so specified for each product, grade certification identification shall be required.
13. The Selected Respondent shall insure that frozen and chilled food product temperatures are maintained throughout the delivery and receiving process.
14. Specifications and conditions pertaining to grading, manufacturing, labeling, packing, food safety, and delivery shall be in accordance with applicable Federal, State and local statutes and regulations.
15. The products shall be wrapped, packed and covered in packaging material so that the products are properly protected.
16. The manufacturer/packer or brand name, and product or label name and product code number, and a pack code date shall be clearly marked on the case or packaging material within the case.
17. All fruits and vegetables shall be U.S. Grades and shall be packed within the current year.
18. Products delivered with expired "use by", "sell by", or "freeze by" dates shall be rejected.
19. Deliveries shall be made to the individual locations designated on the orders.
20. Products shall be delivered to each designated location. The days and times for delivery shall be mutually arranged between TSTC and the successful respondent(s).

2.2 Change or Addition to Specifications

TSTC, without invalidating the contract, may make changes by altering, adding to, or deduction from the Specifications at any time during the term of the RFP.

SECTION 3: PROPOSAL REQUIREMENTS

The Proposal must be organized in sections and divided by tabs in the following format and contain the following information. Respondents should note that elaborate or unnecessary voluminous proposals are not desired. All forms must be completed, signed, and returned as part of the Respondent's proposal.

3.1 Execution of Offer (TAB 1)

The Execution of Offer (Form A, Section 6) should be the first page of your Proposal. This form must be signed by a person authorized to sign for the Respondent.

3.2 Proposal Criteria (Each section should be in a separate tab)

Proposal Response- Respondents to provide detailed responses to the following:

Ordering Process (TAB 2)

1. Describe how products and services are ordered.
2. Describe Respondent's credit process for rejected product.
3. Describe how Respondent distinguishes itself from other Respondents in ordering process

Delivery (TAB 3)

1. What is the minimum delivery amount?
2. What is Respondent delivery schedule, please describe.
3. Describe how special deliveries work. Example "Hot Shot" deliveries and specialty orders.
4. List Respondent's location(s) of business and business hours Monday-Sunday.

Price (TAB 4)

1. Describe the process of informing TSTC of price increases and decreases.
2. Describe any advantages Respondent has from other Vendors in regards to pricing.
3. Describe any rebate programs, product donations, scholarships or other financial terms.

Availability (TAB 5)

1. Describe how Respondent minimizes shortages.
2. Describe how Respondent notifies TSTC of shortages.
3. Describe your product substitution policy.

Quality (TAB 6)

1. Describe how Respondent deals with market recalls.
2. Describe how Respondent deals with order discrepancies
3. Describe how Respondent deals with replacement of product due to quality or discrepancies.
4. Describe Respondent's quality control process for market recalls or internal recall process.

Price Catalog (Tab 7) - Respondents are to provide the most current price catalog available at the time of the RFP due date. List out any additional fees, miscellaneous costs.

Optional (Tab 8) - Proposer can submit any other services, warranty, goods, etc. that will make differentiate them from other proposer and will give TSTC a Best Value.

LOCATION (TAB 9)-Specifically check which of the following campuses your organization is capable of providing Food services. Exclude any campus locations that do not fit your Company's geographic area.

- Waco
- Harlingen
- Hutto
- Abilene

SECTION 4: EVALUATION

Respondent is encouraged to propose terms and conditions offering the maximum benefit to TSTC in terms of (1) services to TSTC, (2) total overall cost to TSTC, and (3) expertise. Respondents should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to TSTC.

An evaluation team from TSTC will evaluate the Proposal. The evaluation of Proposal and the selection of a respondent will be based on the information provided by Respondent in its Proposal. TSTC may give consideration to additional information if TSTC deems such information relevant.

The criteria to be considered by TSTC in evaluating Proposal and selecting a Contractor will be those factors listed below.

Threshold Criteria Not Scored:

- Ability of TSTC to comply with laws regarding Historically Underutilized Businesses; and
- Ability of TSTC to comply with laws regarding purchases from persons with disabilities

Respondents shall carefully read the information contained in Section 4.1 and submit a complete statement of Proposals to all questions in Section 3.2. Incomplete Proposals will be considered non-responsive and subject to rejection.

| Scored Criteria: | Weight: |
|-------------------------|----------------|
| 1. Ordering Process | 15% |
| 2. Delivery | 20% |
| 3. Price | 20% |
| 4. Availability | 20% |
| 5. Quality | 20% |
| 6. References | 5% |
| Total | 100% |

4.1 CRITERIA

TSTC may select the Proposal that offers the “best value” for the institution based on the published selection criteria and on its ranking evaluation. TSTC may first attempt to negotiate a contract with the selected respondent. TSTC may discuss with the selected respondent options for a scope or time modification and any price change associated with the modification. If TSTC is unable to reach a contract with the selected respondent, TSTC may formally end negotiations with that respondent and proceed to the next “best value” respondent in the order of the selection ranking until a contract is reached or all Proposals are rejected. TSTC is not obligated to select the Respondent offering the most attractive economic terms if that Respondent is not the most advantageous to TSTC overall, as determined by TSTC.

Best Value Criteria

- The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required.
- The number and scope of conditions attached to the RFP.
- The ability, capacity, and skill of the proposer to perform the contract or provide the service required.
- Whether the proposer can perform the contract or provide the service promptly, or within the time required, without delay or interference.
- The character, responsibility, integrity, reputation, and experience of the proposer.
- The quality of performance of previous contracts or services;
- Any previous or existing noncompliance by the proposer with specification requirements relating to time of submission of specified data such as photos of equipment, samples, models, drawings, certificates, or other information; the sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
- The ability of the proposer to provide future maintenance, repair parts, and service for the use of the contract.
- The purchase price:
- Any relevant criteria specifically listed in the RFP or request for proposals.

SECTION 6: FORMS

TSTC Requires that the Respondent complete and return the following forms as part of their proposal. (Each form should be in a separate tab)

- FORM A: EXECUTION OF OFFER
<https://drive.google.com/a/tstc.edu/file/d/1-UJkKtkYg9iq6nPcEqG2BehueicNtvku/view?usp=sharing>
- FORM B: DEVIATION/COMPLIANCE SIGNATURE FORM
<https://drive.google.com/a/tstc.edu/file/d/1-WxAWWAgz4MwsPirEr5JNljQlrhaoQEh/view?usp=sharing>
- FORM C: NON-COLLUSION STATEMENT
https://drive.google.com/a/tstc.edu/file/d/1-YRfnE-io4fwGGc4uxuQGF_mlhkm_YKd/view?usp=sharing
- FORM D: REFERENCES
<https://drive.google.com/a/tstc.edu/file/d/1-hkkeFTrZnQ0VqTKzNXW1m2hU3anw1Ve/view?usp=sharing>
- FORM E: INTERLOCAL AGREEMENT CLAUSE
<https://drive.google.com/a/tstc.edu/file/d/1-iSukTdfsLfBudN3bApB0W37JWmrN3rr/view?usp=sharing>
- FORM F: HUB SUBCONTRACTING PLAN (must fill out and sign, even if no subcontracting will be done.)
https://drive.google.com/a/tstc.edu/file/d/16PAaaIe7wTdYfoPq3987b7RHdizqh_z3/view?usp=sharing
- FORM G: CONFLICT OF INTEREST
<https://drive.google.com/a/tstc.edu/file/d/1gA4flfw7604jYgKRpT6vIFzVwM-0PoB/view?usp=sharing>
- FORM H: NO BID RESPONSE (OPTIONAL)
https://drive.google.com/a/tstc.edu/file/d/1-ic7Duh8I2I8Danun_sQ6FOY5bix5mr3/view?usp=sharing
- Attachment A: SAMPLE CONTRACT
https://drive.google.com/a/tstc.edu/file/d/1Haj_YCQzJRXIaPVgzf2khKMITdZJLu0I/view?usp=sharing