



Utah Community Action™

1307 South 900 West Salt Lake City, Utah 84104
(801) 977-1122 | utahca.org

Request for Proposal

For

Food Services

Inquiries and proposals should be directed to:

Stacy Weight, CPA
Chief Administration Officer
1307 South 900 West, Salt Lake City, UT 84104
Phone: (801)410-5706
Stacy.weight@utahca.org

PART 1 : INTRODUCTION AND INSTRUCTIONS

PURPOSE OF REQUEST

Utah Community Action (UCA) is soliciting proposals to enter into a fixed-price contract for food services. These services will include dry groceries, bulk juices, fresh and frozen meats, seafood and poultry, frozen vegetables and soups, paper products, janitorial and maintenance products, and related goods and services, for the current UCA properties and any properties that may be added in the future.

AGENCY BACKGROUND

UCA's mission is to empower individuals, strengthen families and build communities through self-sufficiency and education programs. UCA is a multi-faceted agency that helps low-income individuals and families overcome barriers to self-sufficiency. The agency has approximately 600 employees and annual revenues of approximately \$50M.

UCA helps remove these barriers through six core programs:

Workforce Development – Helps adults with low- to moderate-income levels get access to courses and certifications that can help them work toward self-sufficiency.

Head Start – Provides education and health services to young children who would otherwise not be prepared for kindergarten.

HEAT – Helps struggling households pay their utility bills. Both yearly application and emergency need services are available.

Case Management & Housing – Through deposit and emergency rental assistance, landlord-tenant mediation, homelessness services, and holistic case management, our Case Management, and Housing Program help clients to obtain and maintain safe, stable, and affordable housing.

Nutrition – Helps feed households in need, provides meals for Head Start classrooms and offers educational programs to teach better eating habits.

Weatherization – Helps low-income households reduce energy costs and increase comfort and safety in their homes.

UCA complies with the required federal regulations on procurement, as outlined in the Uniform Guidance 2 CFR Part 200. Efforts, including affirmative steps prescribed by federal regulation (if applicable), will be made by UCA to utilize small and minority-owned businesses, women's business enterprises, and labor surplus area firms when possible. A firm qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201, Subsector 541512) by having average annual receipts for the last three fiscal years not exceeding \$27.5 million.

PROPOSAL SUBMISSIONS REQUIREMENTS

By submitting a proposal, Distributor acknowledges and agrees that the scope of work and evaluation process outlined herein are fair, equitable, and understood. Distributor further acknowledges that it has read this Request for Proposal (RFP), along with any attached or referenced documents.

All costs incurred by Distributor in the preparation and submission of a proposal, including any costs incurred during interviews, presentations, or demonstrations, are Distributor's responsibility and will not be reimbursed.

Proposals must be received by Friday, October 11, 2024. Proposals received after the deadline will not be accepted. Proposals can be submitted via hard copy or electronic copy to the address provided below. Any proposal not meeting the requirements of this RFP may be rejected. All materials submitted will become the property of UCA.

PROPOSAL KEY DATES

RFP Released	Monday, September 16, 2024
RFP Questions Due	Friday, September 27, 2024
Proposals Due	Friday, October 11, 2024 by 5:00pm
Distributors' Interviews (if necessary)	October 14-15, 2024
Selection	October 16, 2024

UCA may request interviews or meetings with any of the respondents to clarify any proposals.

SUBMISSION INSTRUCTIONS AND CONTACT INFORMATION

The preferred method of submitting your proposal is via electronic copy to stacy.weight@utahca.org. If providing a hard copy, one (1) original must be submitted prior to the deadline at the following address:

Utah Community Action
Attn: Stacy Weight, CAO
1307 South 900 West
Salt Lake City, UT 84104
stacy.weight@utahca.org

Right to Reject

UCA reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be based upon the factors described in this RFP.

Right to Award Contract to Multiple Distributors

UCA reserves the right to divide the contract up and award it to multiple distributors.

Small and/or Minority-Owned Businesses

Efforts will be made by UCA to utilize small businesses and minority-owned businesses. An Offeror qualifies as a small business firm if it meets the definition of “small business” as established by the Small Business Administration (13 CFR 121.201).

PART 2 : SCOPE OF SERVICES AND PROJECT REQUIREMENTS

Please address all the items noted in this section in your proposal. Failure to do so may result in your proposal not being considered. Proposals will be evaluated based on demonstration of meeting the requirements of this RFP.

1 - Letter of Intent

A letter outlining the general overview of the business information and individuals who will be involved in the RFP process. This letter should be a maximum of 1 page and address the items listed below:

- Contact person(s) with title(s)
- Professional history and affiliations
- Range of professional service capabilities
- Impact of the current workload on the ability to meet the requirements of this RFP
- Previous experience with UCA, if any
- A date through which the proposal is valid (recommended 60 days)

2 - Distributor’s Organization Chart

3 - Relevant Local Project Experience

Provide descriptions of at least three customers with similar food service needs that you have served in the past five years within the Salt Lake City or surrounding area. The clients described shall be similar in scope and complexity to the project described within this RFP.

Please include at least the following:

- Client size and scope of services
- Client reference with current address and telephone number

4 - Contract Terms

All contracts will be for one year, beginning immediately upon receiving signed contract and will have an option for 4 one-year extensions.

All contracts must contain a 30-day escape clause.

All contracts will allow for Distributor to invoice UCA on a regularly established basis. Invoices must break the cost down per item. UCA standard payment terms are net 30.

5 - Pricing

Please provide brand and pricing of top 50 items purchased by UCA (see Exhibit A).

6 - Scope of Work

Please provide Distributor's assumptions pertinent to the scope of work, addressing Distributor's ability to meet each of the requirements below, including any exceptions or clarifications as well as Distributor's proposed software interface with UCA:

A. General Requirements

- a. One dedicated sales representative shall be assigned to UCA.
- b. Sales representative shall make weekly contact by phone and personal visits to Central Kitchen as needed to ensure awareness of service issues and other pertinent information, and to facilitate appropriate communication between UCA and Distributor. If conflicts or consistent issues arise, UCA may require that a sales representative and/or sales manager be replaced.
- c. Assume up to two deliveries per week as required by each property.
- d. Order placement for UCA shall involve customer service ordering.
- e. Order placement at the Central Kitchen or future UCA sites.
- f. Customer service order entry shall be by e-mail or by phone.
- g. Distributor will comply with all applicable requirements found in 7 CFR 226 (Child and Adult Care Food Program).
- h. Deliveries shall be made during specific delivery windows which shall be established by mutual agreement of UCA and Distributor.

B. Distribution Services / Expectations

- a. **Order Guide** – Distributor shall provide an updated on-line version of the appropriate order guide to UCA's Culinary Director no later than the first day of each month.
- b. **Delivery Window** – Timing of deliveries shall be established by mutual agreement between UCA and Distributor. A 99.5% on-time delivery rate is required. On-time delivery is defined as arrival within the pre-determined delivery window.

- c. **Delivery Efficiency / Fill Rate** – Distributor shall be expected to meet or exceed a 99.5% order fill rate per invoice. This measurement shall not include product substitution or redeliveries. Fill rate shall reflect order versus actual delivery. Failure to meet fill rate expectations shall be cause for early agreement termination. UCA should be given the option to substitute before marking out.
- d. **Delivery Frequency** – Distributor shall make up to two deliveries per week, as required by UCA’s Central Kitchen and any future UCA sites.
- e. **Expiration Dates** – “Code dated” products shall be delivered to Central Kitchen with no less than 21 days of code life remaining.
- f. **Check-in / Returns Procedures** – Distributor shall provide a written explanation of its policies and procedures for delivery check-in and product returns. Distributor must have the capability to give immediate credit for items returned at the time of delivery. These credits should be taken off the invoice.
- g. **Continuity of Supply** – Distributor shall exercise due diligence to ensure continuity of supply. In the event of product shortages, the Distributor must cover the shortage within 4 hours of occurrence at no additional cost to UCA.
- h. **Customer Service Support** – Distributor shall provide customer service support to UCA, in addition to providing a designated Sales Representative to coordinate communications on service issues, product changes, and other facets of the business.
- i. **Price Deviations Applied to Invoice** – Contract pricing shall only be changed through an Amendment based on Consumer Price Index increases. Distributor shall provide price deviation or expiration tracking. Distributors shall monitor expiration dates and have new deviations in place as the old expires. Distributor shall be a resource for expanding deviated pricing and rebates.

C. Product Profile

- a. **Distributor-Labeled Products** – For the purpose of this RFP, Distributor shall have the latitude to list substitutions of equivalent product for distributor-labeled products currently used by UCA.
- b. **Approved Products** - All products delivered to UCA must be approved by UCA management.

D. Substitutions

Substitutions are only acceptable to avoid out-of-stock situations. Substitutions must be approved by UCA. **The substituted product will be of equal or greater quality and will be invoiced at the price of the original product.** The substituted product must

have a pack size equal to or greater than the product for which the substitution is being made.

E. Insurance Requirements

Distributor must provide proof of license and insurance with the following:

- Worker's compensation with UCA listed as the certificate holder.
- Commercial general liability insurance in the minimum amount of \$1,000,000.00 combined single limit per occurrence, with UCA listed as a certificate holder, for bodily injury, personal injury, and property damage, including, but not limited to, coverage for premises/operations, independent contractors, contractual liability, products, and completed operations.
- Coverage shall meet or exceed the following:

General Liability	\$1,000,000.00 per occurrence
Auto Liability	\$1,000,000.00 per occurrence
Umbrella	\$1,000,000.00 per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00

F. Regulations and Safe Conduct of Work

Distributor shall plan and conduct the work to safeguard persons and property from injury. Distributor shall direct the performance of the work in compliance with reasonable safety and work practices and with applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards", including the wearing the required personal protective equipment as proposed by UCA. UCA reserves the right to inspect the work and inspect the work to ensure compliance with reasonable and safe work practices and with the applicable federal, state, and local laws, rules, and regulations. Neither the requirement that Distributor follow said practices and applicable laws, rules, and regulations, nor adherence thereto by Distributor, shall relieve Distributor of the sole responsibility to maintain safe and efficient working conditions. Only authorized individuals will be allowed on the properties.

PART 3 : SELECTION PROCESS

UCA may, at its discretion, request presentations by or meetings with any or all Distributors to clarify or negotiate modifications to Distributors' proposals. However, UCA 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 Distributor can propose. UCA also reserves the right not to award the contract.

Proposals will be scored as follows:

Letter of Intent	15 points
Pricing	35 points
Relevant Local Project Experience	20 points
Workforce/Team Qualifications	20 points
Small/Minority Owned	5 points
Adherence to RFP instructions	5 points
Total	100 points

NOTIFICATION OF AWARD

It is expected that a decision selecting the successful firm will be made by October 16, 2024, and the successful firm will be notified by that date. It is anticipated the contract will be issued to the successful firm by October 31, 2024.

Exhibit A
Top 50 Items Purchased by UCA

UNIT SIZE	PRODUCT DESCRIPTION	BRAND	UNIT PRICE
120 CT	PEARS, D'ANJ/ BARTLET		
½ PINT	1% DAIRY PURE		
20 LB	PEACHES, FRES		
0.8 OZ	CRACKER, WHEAT ZEE ZEES		
½ PINT	WHOLE MILK		
4 OZ	FRUIT CUP, MANDARIN ORANGE		
4 OZ	CHICKEN, BRST FLT CKD GRILL MA		
8 CT	BUN, HAMBURGER WG RICH 3.5"		
5 LB	TURKEY, GRND ALL NAT 85/15		
32 OZ	MILK, SOY ORIGINAL SILK ASP		
1 OZ	CHEESE, STRING		
2.2 OZ	PRETZEL, SOFT WG		
0.5 GAL	HUMMUS, ORIGINAL		
40 LB	CANTALOUPE		
8 OZ	MILK, 1% LOW FAT WHITE SHELF STABLE		
20 LB	CHICKEN, DICED FRESH 3/8"		
#5 CAN	COTTAGE CHEESE		
5 LB	CHEESE, CHED MILD FANCY SHRD		
18 LB	PLUMS, FRESH		
34 OZ	CORN FLAKES		
10 CT	BREAD, SANDWICH WG RICH SLCD		
1 OZ	CHEESE, MARBLE STICK		
20 LB	BROCCOLI, CUT		
1.9 OZ	MUFFIN, APPLE CINNAMON WG IW		
1 LB	ORANGES		
40 LB	MELON, WATERMELON SEEDLS 3/6		
2 LB	KALE, COLOR CRUNCH		
38 LB	APPLE, RED DELICIOUS US #1		
#10 CAN	APPLESAUCE, JUICE PACKED		
5 LB	CHICKEN, CKD DICED WHITE NAT 1		
1 LB	SQUASH, ZUCCHINI MED #1		
2.01 OZ	BEEF, PATTY GRILLED FC CN LABE		
#5 CAN	BROWN RICE		
9.5 LB	SAUCE, PESTO BASIL		
66.5 OZ	TUNA, SKIP JACK IN WATER W/ADD		
4.5 OZ	APPLESAUCE, UNSWT STRAW BANAN		
10 LB	PASTA, PENNE 100% WG		

2 LB	TURKEY, BRST SLCD SMKD .7 OZ		
3 LB	BROCCOLI, FLORETS RSS		
5 LB	YOGURT, PLAIN FAT FREE		
144 CT	BUN, HOAGIE WG RICH 4"		
10 LB	CHICKEN, MEAT CKD DICE A/W IF		
30 LB	VEG, MIXED 4 WAY IQF		
1 OZ	CHEESE, CREAM PLAIN LITE P/C		
5 LB	CARROT, BABY PETITE		
5 LB	BERRY, MIX SUPREME IQF		
5 LB	ONION, DICED 3/8"		
#10 CAN	TOMATOS, DICED		
1,000 CT	CUP, PAPER HOT 8 OZ WHITE		
1 LB	BANANA, COLOR STAGE 3.5-5		