

United Planning Organization

REQUEST FOR PROPOSAL (RFP):

FOOD SUPPLY SERVICES

RFP# 2024-14

Request for Proposal (RFP) Cover Page

Solicitation Issue Date: Tuesday, October 29, 2024			
Solicitation Closing Date: Monday, December 02, 2024		Solicitation Closing Time: 2:00 pm (Eastern Time)	
Issued By: United Planning Organization (UPO)			
Address: 301, Rhode Island Ave, NW, Washington, DC 20001			
Telephone Number: 202-238-4600			
UPO is a non-profit agency in the District of Columbia founded in 1962 and is exempt from any state or federal tax.			
Unless otherwise stated, the unit price shall be the net price. Separate unit and total prices must be shown if applicable.			
Unless otherwise stated, all proposals prices shall be Free On Board (FOB) headquarter address inside delivery.			
Proposals must be received on or before Monday, December 02, 2024 , latest by 2:00 PM (Eastern Time).			
Electronic Proposal: Send your Proposal to procurement@upo.org referencing " FOOD SUPPLY SERVICES RFP # 2024-14 " in the subject line. <u>Questions sent to procurement@upo.org will not be answered.</u> This email address is not monitored on regular basis.			
Questions: For questions/information, please email Ruhullah Wafa, Procurement Officer, at rwafa@upo.org , referencing " FOOD SUPPLY SERVICES RFP # 2024-14 " in the subject line. All question(s) received will be answered within three (3) business days and will be posted on the UPO website. Questions/information must be emailed no later than COB on Tuesday, November 12, 2019 .			
Minority-owned or small, or disadvantaged, local business enterprises are encouraged to respond to this solicitation.			
UPO reserves the right to waive informalities or irregularities, to reject any or all proposals received, to accept the proposal deemed best for the organization, and/or request new proposals if necessary.			
Payment Term: N-30 from the date the invoice is received by Accounts Payable Office of UPO Finance Division.			
Any objection to the above conditions must be clearly indicated in the proposals.			
In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.			
VENDOR IDENTIFICATION			
Company Name:			
Address:			
Telephone:			
Email:			
Federal ID:			
Print Name	Title	Authorized Signature	Date

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I. PURPOSE

The United Planning Organization (UPO) is seeking qualified food supply vendors to provide perishable and non-perishable food items accordance with terms and conditions set forth in this RFP, and any other term and condition in any contract subsequently awarded. Proposals shall be selected and determined through UPO's review of each response, considering the factors identified in this RFP and any other factors that it considers relevant to serving the best interests of the mission of UPO.

UPO expects to select multiple food supply vendors that propose to provide various kinds or varieties of food items as stipulated in this RFP.

II. CONTRACT PERIOD AND RENEWALS

The initial term of any contract resulting from this RFP shall be for a period twelve (12) months, beginning in January 2025, or from the date the contract is fully executed, and renewable for four (4) successive option years based on satisfactory performance and availability of funds. Total term not to exceed five (5) years.

III. UNITED PLANNING ORGANIZATION (UPO) BACKGROUND

UPO is a 501(c)(3) private non-profit corporation and the designated Community Action Agency for the District of Columbia (DC). UPO specializes providing economic security support services and human services to DC residents who have low incomes and supports and advocates to empower them to achieve economic security.

UPO is governed by a tripartite board of 21 members consisting of 1/3 members who represent residents by way of election, 1/3 appointed by the District Mayor's office, and 1/3 who represent business interests in the city.

Annually, UPO serves more than 50,000 residents, works with hundreds of partners and volunteers, and mobilizes a dedicated staff of 420 to operate supportive services on a \$49M budget including:

- Early Head Start and other childcare programs that make measurable differences in the education of our youngest and their families.
- Training and Technical Assistance to Early Head Start providers
- Job placement and career development services
- Vocational training programs designed to prepare participants for skilled employment via the Workforce Institute
- Comprehensive youth services with scholarships for DC residents
- Homeless transportation services
- Substance use disorder treatment programs to treat and overcome opioid addictions
- Free tax preparation services
- Housing counseling services that help alleviate predatory lending, avoid foreclosures, and prepare customers for home ownership.
- Affordable housing partnerships, permanent supportive housing, and resident services
- Volunteerism and advocacy training
- Senior volunteerism through the Fost Grandparents Program

IV. SCOPE OF WORK

UPO intends to award contracts to one or more qualified food suppliers to provide perishable and non-perishable food supplies to support UPO's food truck, culinary arts training program, and catering services.

The successful proposer(s) will be responsible for providing food supplies similar to the following:

1. Product Supply

- Food Products: Fresh produce, meats, poultry, seafood, dairy products, dry goods, spices, condiments, cooking oils, and any other food items.
- Beverages: Non-alcoholic beverages, including juices, sodas, and bottled water.
- Specialty Items: Ethnic or specialty ingredients
- Packaging: Eco-friendly and durable packaging solutions suitable for both food truck operations and catering services.
- Sample Product Items: Suppliers will be asked to provide a sample of product listings as part of the evaluation process

2. Quality Standards

- Freshness: All perishable items must meet stringent freshness standards.
- Safety: Compliance with all relevant food safety regulations, including national and Washington, DC health department requirements.
- Sustainability: Preference for suppliers with local, sustainable sourcing practices, including organic, non-GMO, and fair-trade certified products.
- Certifications: Suppliers should provide evidence of certifications like USDA Organic, Halal, Kosher, etc., where applicable.

3. Delivery and Logistics

- Timeliness: Suppliers must adhere to delivery schedules as agreed upon, ensuring timely supply to avoid disruption in operations.
- Packaging: Products should be delivered in packaging that preserves quality and freshness during transport.
- Flexibility: Ability to accommodate changes in order quantities and delivery times based on seasonal demand or special events.

4. Support Services

- Customer Service: Dedicated account management and customer support for addressing issues, placing orders, and handling emergencies.
- Technical Support: Assistance with the selection of products
- Reporting: Regular reports on order history, usage trends, and recommendations for cost-saving opportunities.

V. PROPOSAL REQUIREMENTS

A. General Requirements

1. In order to be considered for selection, proposers must submit a proposal (complete response) to this RFP electronically to procurement@upo.org by or before the closing date and time. No other distribution of the proposal shall be made by the proposer.

NOTE: A proposer may submit only one (1) proposal in response to this RFP.

2. Proposal shall be signed by an authorized representative of the proposer. All information requested should be submitted. Failure to submit all information requested may result in the organization requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by UPO.
3. Proposals should be prepared simply, as thorough and detailed as possible, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP so that UPO may properly evaluate proposer's capabilities to provide the required services. Emphasis should be placed on completeness and clarity of content.
4. All responses are to be submitted on standard 8.5" X 11" paper size, in 12 point Times New Roman font. Proposals should be typed single-spaced. Proposers shall respond to the items in the order they are shown in the RFP. The responses should describe the most favorable terms and shall remain firm for 90 days from date of submission.
5. Ownership of all data, materials and documentation originated and prepared for this RFP by any proposer shall belong exclusively to UPO.

B. Special Requirements

All pages of the proposal should be numbered, and the following are typical services and/or items that a successful proposer will be required to provide to UPO, if awarded a contract, and should be addressed in the proposal in the following order:

Attachments:

1. Completed, signed and dated RFP Cover Page (Page #2 of the RFP).
2. Completed, signed and dated Vendor Identification Form (blank form attached as Appendix A).
3. Copy of current Business License to operate in the District of Columbia.
4. Copy of current Certificate of Insurance evidencing coverage of minimum required in this RFP.
5. Completed and signed W-9 Form. A blank, fillable form can be found here: Form W-9 (Rev. March 2024) ([irs.gov](https://www.irs.gov))
6. Completed UPO ACH Form (see Appendix B)

Proposal Narrative:

7. **Description of pricing structure** including a detailed breakdown of costs (not including the food item listing and prices submitted as attached), including any bulk purchase discounts, loyalty programs, or rebates, and description of **payment terms** (e.g., preferred payment terms, including any early payment discounts if paid within specified periods), and **return/refund** policies.
8. **Description of delivery logistics** including details outlining how perishables will be maintained during delivery and delivery timeline with a destination of 703 Edgewood St NE Washington, DC 20017.

9. **Description of Quality Standards** including any food safety and health certifications, sustainability commitments, and specialty food preparation certifications (e.g., Kosher, Halal, etc.), if applicable.
10. **Food item listing and prices** (attach as appendix or provide a live link for review).

Proposals that are not organized in this manner risk elimination from consideration or getting low scores, if the evaluators are unable to find where the RFP requirements are specifically addressed.

VI. EVALUATION CRITERIA

- A. All proposals will be reviewed to determine if they adhere to the format and instructions of the RFP, meet the criteria indicated below and conform to the objectives and requirements of the RFP. An evaluation team will evaluate the merit of proposals received in accordance with criteria outlined in this RFP. Incompleteness, significant inconsistencies or inaccuracies found within a response may result in a reduction of the evaluation rating.
- B. UPO reserves the right to a) waive variances or reject any or all proposals and b) request clarifications from any or all respondents. Further, UPO reserves the right to reject any or all proposals and to waive informalities and minor irregularities and to accept any portion of a proposal or all items proposed if deemed to be in the best interest of UPO. Proposals shall be rejected if they: (1) are received after closing date and time, (2) do not meet specifications outlined in Scope of Work, (3) do not meet the general terms and conditions outlined in this RFP.
- C. Proposals will be evaluated on the following criteria:

ITEM	SCORING CRITERIA	MAX POINTS
Pricing Structure	<ul style="list-style-type: none"> • Complete description of pricing structure including a detailed breakdown of costs including any bulk purchase discounts, loyalty programs, or rebates, and description of payment terms (e.g., preferred payment terms, including early payment discounts, and change order processes, etc.), and return/refund policies. 	15
Delivery Logistics	<ul style="list-style-type: none"> • Complete description of delivery logistics including details outlining how perishables will be maintained during delivery and delivery timeline with a destination of 703 Edgewood St NE, Washington, DC 20017. 	20
Quality Standards	<ul style="list-style-type: none"> • Complete description of Quality Standards including any food safety and health certifications, sustainability commitments, and specialty food preparation certifications (e.g., Kosher, Halal, etc.), if applicable. 	25
Food Item Listing	<ul style="list-style-type: none"> • Listing of food items and prices provided. The listing may be a summary sample of typical food supplies to the food service industry and a live internet accessible link to a complete product listing, if available. 	40
Total Points:		100
Preference Points	<ul style="list-style-type: none"> • Additional 5 points if applicant is located and operating as a distributor in Washington, DC or is a CBE in DC. 	5

VII. GENERAL TERMS AND CONDITIONS

1. Additions and/or Deletions of Goods or Services: UPO reserves the right to add and/or delete goods or services to any contract entered with the contractor. Should a requirement be deleted, payment to the contractor will be reduced proportionally to the amount of goods or services reduced in accordance with the proposed price. Should additional goods or services be required from the contract, prices for such additions will be negotiated between the contractor and UPO.
2. Termination of Contract: The contract may be terminated by either party at any time upon sixty (60) days written notice from the terminating party. Cancellation of the contract by either party shall in no way relieve the contractor of its responsibility to complete all work in progress at the time of the notice and for which payment has been received by the contractor.
3. Licenses: By submitting a proposal, proposer certifies that it has procured, and shall maintain in full force, all permits and licenses required to conduct its business lawfully and that it shall remain informed of and in compliance with all federal and local laws, ordinances and regulations that affect in any manner contractor's fulfillment of the contract.
4. Anti-Kickback Provision: This contract is subject to the provisions of the Anti-Kickback Enforcement Act of 1986. By agreeing to this binding agreement, the transacting parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of UPO for the purpose of obtaining this or any other agreement, purchase order or contract from UPO and (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act.
5. Non-Collusion/Fraud: By submitting a proposal, proposer warrants and certifies that neither proposer nor its employees or associates has contacted any unauthorized UPO employee, officer or elected official regarding the contents of this solicitation or the solicitation process. Proposer further warrants and certifies that neither proposer nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in response to this solicitation. If at any time it shall be found that proposer or its employees or associates has, in the presenting of its proposal, colluded with any other party or parties for the purpose of preventing or restricting free competitive bidding, its proposal shall be immediately rejected. Any contract awarded prior to the UPO's discovery of proposer's collusion shall be terminated and proposer shall be liable for all of its damages sustained by the UPO as a result of proposer's collusion.
6. Equal Opportunity: The proposer agrees not to discriminate against any employee or applicant for employment on account of any services, or activities made possible by or resulting from this RFP on the grounds of actual or perceived sex, race, color, religion, national origin, age (except minimum age and retirement provision), marital status, disability, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, source of income, place of residence or business, veteran status or any other characteristic protected under federal or District law. Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement by UPO which may result in ineligibility for further UPO contracts. The proposer shall at all times in the proposal and contract process comply with all applicable UPO, DC, and federal anti-discrimination laws, rules, regulations and requirements thereof.
7. Right to Audit: UPO shall have the right to audit all invoices submitted by the proposer. The organization shall have the right to audit all relevant data upon which the contractor's fees are based.
8. Informal Communications: From the date of receipt of this RFP by each proposer until a binding contractual agreement exists with the selected contractor and all other proposers have been notified, or when UPO rejects all proposals, informal communications regarding this procurement shall cease. There shall be no requests from proposers to any Office or Department at UPO except for contact for information, comments, etc., and they shall be emailed.

9. Formal Communications: From the date of receipt of this RFP by each proposer, until a binding contractual agreement exists with the selected contractor, and all other proposers have been notified, or when UPO rejects all proposals, all communications between UPO and the proposers will be formal emails.
10. Costs Incurred: Any costs incurred by proposers in preparing or submitting a proposal or subsequent oral presentation/demonstration shall be the proposer's sole responsibility.
11. Small and Minority Enterprises: Pursuant to Federal Acquisition Regulations and UPO's procurement policy, UPO may offer contracting opportunities to small and minority firms, women's business enterprises and labor surplus area firms to the extent possible.
12. Federal, State and Local Taxes: UPO is exempt from State and federal taxes. Such taxes shall not be included in Proposal prices, but if any taxes are known by the proposer to apply, they shall be shown separately. If not so shown, they shall be considered an expense of the proposer and deemed a part of the Proposal prices.
13. Payments Terms: Preferred invoice payment terms will be 2% 10, net 30 days from date of invoice. In the event there is a discrepancy between the order and the invoice, payment terms shall be effective starting on the date the discrepancy is resolved. Monies due or to become due to the contractor under the contract may be retained by UPO as necessary to satisfy any outstanding claim which UPO may have against the contractor. At any time or times before final payment and three years thereafter, UPO may have the contractor's invoices or vouchers, and statement of cost audited.
14. Indemnification: Contractor shall indemnify, protect, defend and hold harmless UPO, its directors, officers, employees, and representatives from and against any and all claims arising from or connected with: (1) any alleged or actual breach by contractor or (2) any act or omission by contractor and only to the extent such claim arises by negligence or intentional misconduct or as may be allowed under applicable law. Monies due or to become due to the contractor under the contract may be retained by UPO as necessary to satisfy any outstanding claim which UPO may have against the contractor.
15. Insurance: Contractor shall, always, at its own expense, obtain and carry comprehensive liability insurance including errors and omissions coverage, property damage insurance and workers' compensation insurance in adequate amounts. Contractor shall keep such insurance in force for the duration and term of this agreement. All certificates of insurance or evidence of insurance must contain a thirty (30) day written notice of any cancellation, change, or termination of coverage. The insurance required shall be obtained from insurance company(ies) licensed to do business in the District of Columbia and shall be kept in force for 90 days after the last payment under the contract.
 - Workers' Compensation Insurance providing statutory limits for the District of Columbia.
 - Business Automobile Liability Insurance with a minimum of \$1,000,000 per occurrence.
 - Commercial General Liability Insurance coverage with a minimum of \$1,000,000 per occurrence/\$2,000,000 aggregate limit.

The contractor shall provide immediate notice in the event there is any change of insurance or that it has reached the insurance limits due to claims made.

16. RFP Addendum: In the event that it becomes necessary to revise this RFP, in whole or in part, an addendum will be provided on the UPO website <http://www.upo.org/work-with-us/#rfp>.
17. Completed Proposals: A proposer may submit no more than one (1) proposal in response to this RFP. The proposal shall be completed and signed by an individual who is authorized to bind the firm submitting the proposal.
18. Withdrawal of Proposals: At any time prior to the hour and date set for submitting proposals, a proposer may withdraw the proposal. This will not preclude the submission of another proposal prior to the hour and date set for submission. After the scheduled time and date for submitting proposals, no proposer will be permitted to withdraw the proposal unless the award is delayed for a period exceeding 60 days.

19. Receipt and Opening of Proposals: Proposers are responsible to assure their proposal is delivered to UPO by the scheduled date and time. Only those proposals which are received in a timely fashion as set forth in this RFP will receive consideration. Proposals received after the specified date and time are automatically disqualified and will not be considered; late proposal(s) will be dated, marked as received late, and placed unopened in the proposal file. Proposers must pay particular attention to insure the proposal is properly addressed. **UPO is not responsible if the proposal does not reach the destination by the specified date and time.**
20. Contract Award Notification: When the evaluation process of the proposals is completed, the selected proposer will be formally notified by email. Other notifications will not be honored and should not be considered as a valid offer of award.
21. Any agreement resulting from this RFP shall be subject to but not limited to the following certifications:
- a. Certification that it nor its principles are not debarred, suspended, proposed debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participation in this transaction by any Federal department or agency in accordance with 45 CFR Part 76.
 - b. Certification Regarding Lobbying under Title 31, US Code, Section 1352.
22. By submitting a proposal, the proposer represents that:
- The proposer has read and understands the RFP and submits the response in accordance therewith.
 - The proposer possesses the capabilities, equipment, and personnel necessary to provide an efficient and successful service.
 - The proposer has all required licenses and insurance.
23. No claim will be allowed for additional compensation or time for completion based on a lack of knowledge or lack of understanding of any part of the RFP.

Appendix A: Vendor Identification Form

VENDOR IDENTIFICATION (must be completed and returned with proposal)

Company/Individual's Name:			
Doing Business As (DBA):			
Company Federal ID# or Social Security No :			
Address:			
Remit To Address:			
Telephone:			
Fax:			
Email:			
Web address:			
Main Contact Person:			
Person responsible for response (if different):			
Print Name	Title	Authorized Signature	Date

Appendix B: Supplier ACH/Direct Deposit Authorization Form

1. Please Check One:
<input type="checkbox"/> NEW Direct Deposit CHANGE <input type="checkbox"/> Direct Deposit CANCEL Direct <input type="checkbox"/> Deposit

2. Vendor/Payee Information
Name:
Address:
Contact Person's Name (if other than payee):
Telephone Number:
Email Address:

3. Financial Institution Information
Bank Name:
Bank Address:
Name on Bank Account:
Bank Account Number:
Nine-Digit Bank Routing/Transit Number (ABA):
<input type="checkbox"/> Checking <input type="checkbox"/> Savings
Type of Account:

4. Approvals/Authorizations - I certify that the information provided on this form is correct, and I hereby authorize United Planning Organization Office of Accounts Payable to electronically deposit payments to the bank account designated above. It is my responsibility to notify UPO Finance Dept for issues with payment received or deposited, and any changes to bank account information at payments@upo.org or (202) 238-4799. I understand that this authorization will remain in full force and effect until UPO Finance Dept received a written notification requesting a change or cancellation and has had reasonable opportunity to act on it, which should take no longer than seven (7) to ten (10) business days.

Print Name:	Signature:	Date: _____
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Important Information
Please return completed form via email: payments@upo.org

Finance Department Use Only	Date Stamp - Received
Reviewed and Approved By:	<div style="border: 1px solid black; width: 100%; height: 100%;"></div>
Date:	