



Request for Proposal Catering Services

Proposal Release Date: November 29, 2016

Proposal Due Date: December 13, 2016

Enclosed is a Request for Proposal (RFP) for Catering Services. The proposed Agreement calls for an initial contract through August 31, 2017. The responsive Proposal will comply with all federal, state and local regulations and all other terms and conditions of this RFP. Information regarding the services to be provided, information which must be submitted as part of the Proposal, and related details are included in the accompanying RFP.

All interested parties must submit Proposals by Tuesday, December 13, 2016, by 12:00 Noon. No late submittals will be accepted. The Rhodes School Board of Directors reserves the right to accept or reject any or all Proposals, to waive any irregularities, and to accept the Proposal that is in the best interest of the school. The school shall be held harmless for any failure to solicit proposals from potential firms. The award for Catering Services will be considered by the Board at its JANUARY 2017 meeting.

Companies are to submit four (4) originals of their response to the RFP. Proposals shall be delivered in sealed envelopes clearly marked as indicated below.

**The Rhodes School
Attn: Finance Department
12822 Robert E Lee Rd.
Houston, Texas, 77044
Attn: "Catering Proposal"**

All communications by the Company concerning this RFP, including requests for additional information or clarification, prior to preparing its Proposal, must be directed to the Finance Department, via phone at (281) 458-4334 or via email at purchasing@rhodesschool.org. Any explanation of or questions regarding the RFP or its related documents must be requested in writing by 4:00 p.m., December 5, 2016.

**The Rhodes School
REQUEST FOR PROPOSAL**

Title: Finance Department

Phone #: (281)458-4334

Issue Date: November 29, 2016

E-mail: purchasing@rhodesschool.org

RETURN PROPOSAL NO LATER THAN: Tuesday, December 13, 2016, by 12:00 Noon

RETURN PROPOSALS AND ADDENDA TO:

**The Rhodes School
Attn: Finance Department
12822 Robert E Lee Rd.
Houston, Texas, 77044
Attn: "Catering Proposal"**

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda thereto.

SIGNATURE REQUIRED

Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State Zip		
Phone #:	Fax #:	E-Mail Address

The Rhodes School
12822 Robert E Lee, Houston, Texas, 77044

Catering Services
Request for Proposal (RFP)

IMPORTANT DATES

ISSUE DATE:.....November 29, 2016

QUESTIONS DUE TO Finance:.....December 5, 2016, by 4:00 p.m.

DEADLINE DATE and TIME:December 13, 2016, no later than 12:00 NOON

Proposals received after the deadline may not be accepted and may be returned to the vendor unopened.

INTRODUCTION AND GENERAL INFORMATION

The Rhodes School (hereinafter referred to as “the school”) is seeking bids from qualified vendors to provide catering services, as specified herein, through August 31, 2017 with the option to extend the contract up to 2 years.

Although the school has made an attempt to provide accurate and up-to-date information, The school does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

OVERVIEW OF DISTRICT

The Rhodes School encompasses 20 square miles in Harris County. The school has 4 campuses, with a student population of over approximately 11,080. Approximately 80-700 of these students eat breakfast and lunch. The school has had consistent student numbers, with at least 20% growth for each of the last several years.

CATERING SERVICES REQUIRED

To provide Breakfast and lunch based on the NSLP

DAYS OPERATED

The school is typically in session for 173 days (August through May). A school year is typically the third Monday in August through the first Friday in June. Summer school begins shortly after the regular school year and runs 20-25 days.

INSTRUCTIONS TO BIDDERS/BID CONDITIONS

Please be advised that in connection with the submission of any proposal to provide catered breakfast and lunch for the students of The Rhodes School, the following shall apply:

1. The Board of Education of The Rhodes School reserves the right to reject any or all proposals submitted. The school shall be held harmless for any failure to solicit proposals from any potential bidders. Subject to the foregoing, a contract resulting from this request for bids shall be awarded to the bidder submitting the lowest and best proposal for The Rhodes School. The school will evaluate the bids submitted and make an award to the bidder whose bid is most advantageous to the school, taking into account all relevant factors, including but not limited to: bid prices, bidder's experience and reliability, expertise of bidder's personnel, method of operation and age and condition of buses.

Any proposal to be considered by the Board must be filed by December 13, 2016 at 12:00 NOON at
The Rhodes School

Attn: Finance Department

12822 Robert E Lee Rd.

Houston, Texas, 77044

Attn: "Catering Proposal"

1. No bid will be considered if received after the hour and date specified.
2. Bids must be filled out as requested, including all required signatures and pertinent information. No bid shall be subject to correction or amendment for any error or miscalculation. Services must be furnished at the prices submitted. No increase in price will be permitted during the term of the contract and all subsequent option years.
3. In connection with the performance of work under this contract, the bidder agrees to not unlawfully discriminate against or harass any employee or applicant for employment because of race, religion, color, national origin, sex, gender, age or disability, or any other protected status or activity.
4. Bidders are requested to submit a firm price bid through August 31, 2017.
5. If awarded a contract, the contractor shall agree and verify that all its employees are authorized and legally eligible to work in the United States.
6. If awarded a contract, the contractor must agree and provide proof that it:
 1. Has conducted a fingerprint background check on all its employees.
 2. No person will be hired with a felony conviction or a conviction of a crime involving moral turpitude.

GENERAL CONTRACTUAL REQUIREMENTS

GENERAL DESCRIPTION OF SERVICES

PURPOSE:

The purpose of the agreement is to set forth terms and conditions under which (Contractor) agrees to provide lunch and the delivery of food services to **Rhodes School, a Texas Charter School** (hereafter named as "School").

2. SCOPE OF SERVICE:

The contractor agrees to prepare NSLP breakfast and lunch for participating School students. The contractor acknowledges that approximately 80-700 students in School will receive a daily meal and agrees that it has the capacity to provide sufficient food services.

3. SERVICE SCHEDULE:

The contractor agrees to deliver the breakfast and lunch meals in the school's cafeteria at times designated in School's daily schedule, which will be provided to the contractor.

4. FACILITY:

The contractor will prepare the daily meals in a licensed commercial kitchen. The **School** will serve the meals to student's room, School kitchen or food service area. Leftover food should be disposed of daily **by School**.

The contractor is not responsible/liable for any food/beverages held on campus at the end of the school lunch periods.

The contractor will maintain a current City of Houston Health Department permit as well as at least one employee with a valid food service manager's permit from ServSafe or City of Houston Health Department. Any other permits deemed necessary must be maintained by School (E.g. fire, occupancy, health permits).

5. EQUIPMENT AND MAINTENANCE:

School will ensure that adequate pest control is performed routinely in the food service/kitchen area. School will provide refrigeration and warmers as needed for food service. School agrees to maintain all school owned equipment located within the food serving area.

6. CONTRACTOR PERSONNEL:

The contractor shall be solely responsible for selecting, training, employing, supervising all personnel required to provide the daily meals per this agreement. The contractor personnel shall be able to read, write, and communicate effectively with students, school staff, and parents.

The Contractor shall also be solely responsible for the payment of the wages, payroll taxes, and worker's compensation insurance coverage for all personnel employed by company.

The parties acknowledge that the contractor food service personnel are employees of the contractor and are not employees of School. School agrees not to directly employ any of the contractor's food service personnel during this agreement period and for a period of 18 months following the expiration of this food service agreement.

School assumes no responsibility for the loss or damage to the property of the contractor.

7. INSURANCE:

The contractor at its own expense agrees to maintain Insurance Policies according to the following guidelines:

- State of Texas Worker's Compensation Insurance – Statutory Limits
- General Liability - \$1,000,000 (one million) Combined Single Limit per occurrence and in aggregate including: premises/operations; independent contractors; completed operations; for two (2) years following substantial completion; broad form property damage; personal injury liability.
- Automobile Liability – Bodily Injury/Property Damage \$1,000,000 Combined Single Limit per person and in aggregate covering owned, non-owned, and hired vehicles.
- Umbrella Policy - \$5,000,000 Combined Single Limit per occurrence and in aggregate issued on an excess basis.

The contractor will provide copy of insurance to school, upon request

8. TERMINATION:

This Agreement automatically terminates at the conclusion of each academic school year. This Agreement may also be terminated by either party with 30 days prior written notice.

9. NOTICES:

School will submit a copy of the annual school calendar which lists all non-meal service dates upon signing of this agreement. School will notify the contractor's Manager by phone at telephone numbers listed below if there are any changes to this school calendar that effect the menu or food service schedule.

MANAGEMENT PERSONNEL

An experienced contract manager and one or more assistant managers shall be assigned by the contractor to manage the catering operation. Prior to commencement of services to be furnished under the contract, the Superintendent and/or his/her designee shall meet with and interview the manager who will oversee the contract, and the prospective contract manager(s).

The school reserves the right to approve or disapprove candidates. The contractor shall agree that any substitution or change in management during the term of this contract must be equal to or better than the person being replaced as judged by education, qualifications and experience. Substitutions or replacements shall also be approved by the Superintendent and/or his/her designee. The school reserves the right to disapprove management personnel at any time during the life of the contract.

CANCELLATION OF SCHOOL

The contractor shall provide the catering herein specified each school day of the school year, as established by the school. School closing for inclement weather shall be a matter of determination by the school and the contractor shall provide catering in all weather conditions unless directed otherwise by the school. The contractor shall assist the director of administrative services in evaluating road conditions during inclement weather. The contractor will not be paid for days when catering services are not provided. When schools are dismissed early due to inclement weather, the contractor will be paid for actual services rendered that day.

PUBLICITY

All materials issued by, or with the consent of the contractor, which are for distribution to residents of the school, whether passengers or not, and are for the purposes of explaining, performing or advertising the contract, shall be subject to the prior approval of the school.

RELATIONSHIP OF PARTIES

The contractor's relationship to The Rhodes School is that of an independent contractor employed to provide catering services only. Neither the contractor, nor any of its employees, shall be held or deemed in any way to be an agent, employee or official of the school. The contractor shall assume all legal and financial responsibility for payroll taxes, workers' compensation insurance and unemployment taxes.

ASSIGNMENT

The contractor shall not assign subcontract its rights or obligations under this contract to any person, partnership, firm, or corporation without the written consent of the school, which may be granted or withheld at the school's sole discretion. The school may assign its rights and obligations under this Contract to any organization or association, whether or not currently in existence, which is essentially similar to the school in membership and purpose upon written consent of the Contractor.

NON-PERFORMANCE

In the event it becomes apparent to the school that the contractor is not performing in accordance with the contract requirements, the school may immediately notify the contractor's surety of the non-performance. The surety will be required to respond to the school in twenty (20) business days, with a plan to remedy non-performance. All costs associated with providing service to meet the requirements of the contract shall be borne by the surety.

DEFAULT

In the event the contractor should fail to perform as required under this contract or be adjudicated as bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, the Board of Education may, at its option, declare the contractor in default. If there should be such a declaration of default, the Board of Education may assert or enforce any available remedy, including termination. If the contractor is unable, as determined by the school to supply and operate the number of buses required within the specified time limit, the Board of Education shall have the right and power after giving the contractor twenty (20) days notice in writing to obtain (or such shorter period as the school may reasonably determine to be necessary in the event of an emergency) from any available source, such labor and equipment as may be necessary to ensure no interruption of any and all transportation services as defined in this contract. Any damage or expense incurred through such default may be audited and certified by the Board of Education, whose certification thereon shall be conclusive upon the parties hereto; and the cost and expense of such labor and equipment may be deducted from any sums due, or that may become due to the contractor. The school shall make a good faith effort to obtain such replacement services at a fair and competitive cost.

FORCE MAJEURE

The school requires that catering services be provided without interference or disruption of any kind. Therefore, as a condition precedent to the Contract Agreement, the contractor must include in its collective bargaining agreement, if any, a prohibition against any form of work action including, but not limited to, strikes, partial strikes, work stoppages, partial work stoppages, intermittent strikes, sympathy strikes, "blue flu", slowdowns, or any other form of job action or interference or disruptive activity by the employees designed in whole or in part to interfere with any aspect of catering services and/or related activities and a prohibition against a lockout by the contractor (collectively, "work stoppage"). In the event of any work stoppage, the school, at its sole option, may assume control of any or all of the buses, equipment, facilities, and supplies necessary for the continued operation of the system and compensation otherwise payable to the contractor by the school for services or equipment provided to the school shall be reduced proportionately. In addition, contractor will reimburse the School for all expenses, including but not limited to reasonable attorney fees, extended care services or other accommodations that the school determines it must provide to accommodate its students and provide for their safety, incurred as a result of contractor's inability to perform. Work stoppage shall not be considered a Force Majeure Event and the school may, in addition to any other remedies it may have hereunder, terminate the contract.

INTERPRETATIONS

If any date or time mentioned in this contract shall be Sunday or a holiday, the first regular business day thereafter shall be deemed to have been the date or time specified. If either party to this contract shall call for an interpretation of the contract or for a statement of the contract's application with respect to the circumstances of a given situation, occasion, or case, all parties shall attempt to reach agreement on the matter. Any agreement which results in changes or amendments to this instrument shall be reduced to writing, shall be executed by all parties, and, insofar as relevant and material, shall serve as precedent for the determination of subsequent questions and issues arising under this Contract.

DECISIONS AND NOTICE

If in the performance and implementation of this contract, it is necessary that either party make an election or reach a decision affecting the other party, notice shall be given in the form of a written instrument or document served on the other party either by personal service or by certified mail or reputable overnight delivery service at the address provided above. Notices or expressions of approval or disapproval shall also be reduced to writing and shall be similarly served on the other party either by personal service or by certified mail or reputable overnight delivery service at the address provided above. Notices shall be deemed given upon receipt (in the event of personal service or overnight delivery), or upon three (3) days after deposit in the U. S. mail, postage prepaid (in the event of certified mail).

PROPOSAL SUBMISSION INFORMATION

SUBMISSION OF PROPOSALS

When submitting a proposal, the contractor shall include four (4) originals of their response. Within two (2) days of the submission deadline the contractor shall submit an electronic copy of the proposal to The Rhodes School, Finance Department, purchasing@rhodesschool.org . To facilitate the evaluation process, the contractor is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein. The proposal should be page numbered. The signed page one (1) from the original RFP and all signed amendments should be placed at the beginning of the proposal. It should also be noted if the contractor's buses have any type of GPS tracking on them. The contractor is cautioned that it is the contractor's sole responsibility to submit information related to the evaluation categories and that the school is under no obligation to solicit such information if it is not included with the proposal. The contractor's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Contractor's Contacts - Contractors and their agents must direct all of their questions or comments regarding the RFP, the evaluation, etc. to The Rhodes School, Finance Department, purchasing@rhodesschool.org .

COMPETITIVE NEGOTIATION OF PROPOSALS

The contractor is advised that under the provisions of this Request for Proposal, the Rhodes School reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- Negotiations may be conducted in person, in writing, or by telephone.
- Negotiations will only be conducted with contractors whose proposals received the highest rankings during the initial evaluation phase as determined by the Rhodes School in its sole discretion. All contractors involved in the negotiation process will be invited to submit a best and final offer.
- Terms, conditions, prices, methodology, or other features of the contractor's proposal may be subject to negotiation and subsequent revision.

As part of the negotiations, the contractor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Rhodes Board of Education determines that a change in such requirements is in the best interest of the school.

EVALUATION AND AWARD PROCESS

After an initial screening process, a question and answer conference or interview may be conducted with the contractor, if deemed necessary by the Rhodes School. In addition, the contractor may be asked to make an oral presentation of their proposal during the conference. EVALUATION OF COST The objective evaluation of cost shall be based upon the total of the prices quoted for each of the routes as stated on the Pricing Page. The evaluation shall include the original contract period plus renewal option periods.

EVALUATION OF OFFEROR'S EXPERIENCE AND RELIABILITY

Experience and reliability of the contractor's organization are considered subjectively in the evaluation process. Therefore, the contractor is advised to submit any information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP. In Exhibit A, the contractor should provide the following information related to previous and current services/contracts performed by the contractor's organization and any proposed subcontractors which are similar to the requirements of this RFP:

- Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted.
- Provide dates of the service/contract with other districts.
- Provide a brief, written description of the specific prior services performed and requirements thereof.

The qualifications of the personnel proposed by the contractor to perform the requirements of this RFP, whether from the contractor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the contractor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel. If personnel are not yet hired, the contractor shall provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired. The contractor shall submit a copy of all licenses and/or certifications for the contractor's organization and all proposed personnel that may be required by state, federal, and/or local law, statute, or regulation in the course of performance of the contractor's profession. If not submitted with the proposal, the Rhodes School reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award. Proposals will be subjectively evaluated based on the contractor's distinctive plan for performing the requirements of the RFP. Therefore, the contractor should present a written narrative that demonstrates the method or manner in which the contractor proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The method by which the proposed method of performance is written is left to the discretion of the contractor. However, the following method is recommended:

**The Rhodes School
12822 Robert E Lee, Houston, Texas, 77044**

**Catering Services
Request for Proposal**

- Identify each specific paragraph and subparagraph of the Contract Requirements by paragraph and page number as an item for discussion. Immediately below these numbers, write a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied. In presenting the method of performance, the contractor should submit or describe the following:

- A copy of current company policies and procedures concerning recruitment, training programs, drug and alcohol testing, driving record and criminal history checks of all drivers and substitute drivers.

- The Rhodes School will require proof of ownership, or financing and deliverability of vehicles along with a list of the current vehicles to be used to fulfill this contract.

- Proof of insurability from an insurance carrier licensed to do business in the school.

- The contractor will provide a copy of policies concerning vehicle maintenance.

The Contractor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of service personnel to management and to support personnel should be clearly illustrated. In addition, the organizational chart should include the names of the personnel and the working titles of each.

EXHIBIT A

PRIOR EXPERIENCE

1. Prior Services Performed for:

District Name:

Address:

Contact Name:

Telephone Number:

Description of Prior Services (include dates):

2. Prior Services Performed for:

District Name: Address:

Contact Name:

Telephone Number:

Description of Prior Services (include dates):

3. Prior Services Performed for:

District Name: Address:

Contact Name:

Telephone Number:

Description of Prior Services (include dates):

FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Contracting entities must affirm the following:

a) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the school;

b) affirms and agrees that any failure by your company to abide by the requirements of item a) above will be considered a material breach of your contract with the school.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)