#### **Alabama State Department of Education**



# Request for Proposal RFP ALSDE 2024-17

# Child Nutrition Programs Culinary Specialist for Farm to School Program Alabama State Department of Education Child Nutrition Programs

Note: FAXED OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED.

Inquiries and response submissions related to this RFP are to be addressed to:

Cindy Gillespie
Office of Operations
Alabama State Department of Education
50 N. Ripley Street, Room P305
Gordon Persons Building
Montgomery, AL 36104
Email: cgillespie@alsde.edu

#### **Deadline:**

Proposals must be received no later than 4:00 p.m. on Monday, October 28, 2024. It is required that each vendor clearly mark the envelope RFP ALSDE 2024-17 in the lower left corner of the envelope (Response packages that are not marked will be rejected).

The proposal package must contain the following:

- 1. **Original proposal <u>plus</u> four copies** with original signatures (The proposal must be signed by an official authorized to legally bind the vendor to the information provided). **One (1) electronic copy** on a USB flash drive in MS Word format.
- 2. Must be currently registered with The Alabama Department of Finance, Division of Procurement as a State Vendor and provide vendor number. http://www.purchasing.alabama.gov
- 3. The vendor must complete the affidavit for business entity/employer/vendor. Verification of enrollment in Everify should be presented on the form found in Appendix A.

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#### **Section 1.00 Administrative Overview**

### 1.1 Purpose and Background

# **Purpose:**

The purpose of the RFP is to solicit competitive, sealed proposals for a culinary specialist for Farm to School for the following United States Department of Agriculture (USDA) Food and Nutrition Services (FNS) programs administered by the Alabama State Department of Education (ALSDE) Child Nutrition Programs (CNP) section: the National School Lunch Program (NSLP).

The objectives of the culinary specialist position are to support local agriculture and promote healthy eating habits by integrating fresh, locally sourced produce into school cafeterias. This position will develop recipes for school meals using local agricultural products, conduct student taste tests, and provide training for foodservice staff with the districts on handling and preparing fresh produce as well as preparing quality food for a large quantity of students using common school kitchen equipment.

NOTE: Respondent may not be employed by any entity that receives education trust funds, and respondent may not be employed by any state entity or local education agency (LEA) to include subcontracting.

### **Background:**

The NSLP provides nutritionally balanced, low-cost, or no-cost lunches to children each school day in public and nonprofit private schools and residential childcare institutions (RCCIs). The NSLP was established under the Richard B. Russell National School Lunch Act, signed into law in 1946.

A successful culinary specialist will ensure that the recipes developed incorporate local unprocessed agricultural products, are creditable in the SBP or NSLP, are easily reproduced by cafeteria frontline staff and managers, and are palatable to students. The culinary specialist will incorporate multiple learning styles in the trainings for frontline staff and managers (auditory, visual, and kinesthetic). The culinary specialist will include all costs related to travel, food, and supplies related to trainings, taste tests, and recipe development.

#### 1.2 **Anticipated Time Table**

October 28, 2024	Proposal Submission Deadline
October 16, 2024	Question Submission Deadline
October 17, 2024	Question Responses Due

#### 1.3 **Proposal Evaluation**

An Evaluation Team will review the proposals and make a recommendation. The criteria listed below will be used to evaluate the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this RFP.

### **Evaluation Criteria:**

Vendor qualifications and experience 35 points

Budget Proposal-Detail of cost structure

including travel, food, and supplies 30 points

Detailed description and delivery of training 35 points

materials, presentations, and/or modules

#### **Best and Final Offers:**

The ALSDE may either accept a vendor's initial proposal by award of a contract or enter into discussions with vendors whose proposals are deemed to be reasonably acceptable consideration for award. After discussions are concluded, a vendor may be allowed to submit a "Best and Final Offer" for consideration in a manner and method prescribed by the ALSDE. By submitting a proposal each vendor accepts and agrees to all conditions and requirements herein.

The ALSDE will make all decisions regarding evaluation of the proposal. The ALSDE reserves the right to judge and determine whether a request is compliant with and has satisfactorily met the requirements of the RFP. The ALSDE reserves the right to waive technical and other defects if, in its judgment, the interest of the ALSDE so requires. Any further information disclosed about the RFP during this process will be provided to all vendors in a manner and method prescribed by the ALSDE.

#### **Rejection of Proposal:**

ALSDE reserves the right to reject any or all proposals which are deemed to be non-responsive, late in submission, or unsatisfactory in any way. ALSDE shall have no obligation to award a contract for work, goods and/or services as a result of this RFP.

Qualified bidders aggrieved in connection with the with the solicitation of a contract may protest to the Chief Procurement Officer. *See generally* State of Alabama Department of Finance Administrative Code Regulations at https://finance.alabama.gov/media/rnii4ga1/administrative-code-355-4-1-01-thru-06.pdf.

### **Confidentiality:**

All information contained in the RFP is considered to be the exclusive property of the ALSDE. Recipients of this RFP are not to disclose any information contained within the RFP unless such information is publicly available. This RFP is provided for the sole purpose of allowing Vendors to respond to these specifications.

#### **Selection Process:**

The ALSDE will select the vendor that provides the most technically sound and cost-effective proposal that best fits the needs of the ALSDE. Final selection of the successful vendor will not be based solely on cost. The vendor product will be evaluated primarily on the scope of the activities linked to associated costs as detailed in the RFP. RFPs will be reviewed to ascertain that minimum requirements have been met. The ALSDE reserves the right to conduct discussions with potential vendors in order to clarify information contained in their proposals, but the ALSDE has no obligation to do so. This may include requesting a presentation of top finalists for final scoring. The vendor will provide notice to the ALSDE any partnership with another firm to provide parts of the solution; however, the vendor must provide management of the partner and is responsible for all project performance. Any subcontractor or partner will be subject to the same vetting process as the vendor, and the vendor is responsible for ensuring that each subcontractor acknowledges and is contractually bound by the staffing plan and other commitments listed in this RFP.

Unless provided by law, nothing in this RFP shall be construed to create any legal obligation on the part of ALSDE or any respondents. ALSDE reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue the RFP in whole or in part, at any stage. In no event shall ALSDE be liable to respondents for any cost or damages incurred in connection with the RFP process, including, but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from ALSDE for any costs, expenses, or fees related to the RFP. All supporting documentation submitted in response to the RFP will become the property of the ALSDE. Respondents may also withdraw their interest in the RFP, in writing, at any point in time, as more information becomes known. If, within the confines of this RFP, the vendor provides intellectual property be it understood that all RFP contents are subject to Open Records Act laws and thus are subsequently in the public domain.

#### Intent to Award

Division of Procurement will send out an intent to award to participating suppliers, defining the protest period. The CPO, Chief Procurement Officer, is the awarding authority and as such is a signatory on the agreement/contract.

#### **Disclaimer Notice:**

The ALSDE shall not be liable for any costs associated with the preparation of proposals or negotiations of a contract incurred by any party.

#### **Availability of Funds:**

It is expressly understood and agreed that the obligations of the ALSDE to proceed is conditioned upon the continued availability of funds that may be expended for these purposes.

#### 1.4 Conditions and Terms

#### **Contract Terms:**

The initial contract resulting from this RFP will be at a 12-month term and may be renewable for four (4) additional years pending written agreement of the vendor & ALSDE, dependent upon required state approvals, availability of funds, performance evaluations of the project, at the full discretion of the ALSDE. The contract will commence pending Legislative Review Committee approval and the Chief Procurement Officer's (CPO) signature.

The vendor shall be fully prepared to commence work after full execution of the contract by parties and the receipt of required governmental approvals.

Proposals should reference each element in the RFP by number on the cover of each copy and be arranged in the same sequence. All fees and costs are to be stated in United States currency. Vendors must reply to each element of the RFP.

### Section 2.00 Scope

#### 2.1 Scope of Vendor's Work and Responsibilities

#### **Job Summary:**

We are seeking a skilled and innovative Culinary Specialist to assist foodservice directors and workers from pre-K through 12th grade in developing nutritious and appealing recipes that utilize locally sourced produce. This position, funded by the USDA Food and Nutrition Service (FNS) through the Farm to School program, aims to enhance the nutritional quality of meals provided to students while supporting local agriculture.

# **Key Responsibilities:**

#### 1. Recipe Development:

- o Collaborate with foodservice directors and staff across pre-K to 12th grade to create innovative, age-appropriate recipes featuring locally sourced produce.
- o Ensure all recipes comply with USDA meal pattern guidelines for school meals.
- Develop recipes that are easy to prepare in bulk, cost-effective, and appealing to a diverse student population.

### 2. Training and Education:

- Conduct training sessions for foodservice workers on the preparation and cooking of the developed recipes.
- Educate staff on the benefits of using locally sourced produce and best practices for handling and storing it.
- o Provide ongoing support and mentorship to foodservice staff to ensure the successful implementation of new recipes.

### 3. Menu Planning:

- o Assist in creating seasonal menus that incorporate a variety of local produce.
- Work with foodservice directors to plan menus that are appealing to children and adolescents and encourage healthy eating habits.

#### 4. Collaboration with Local Producers:

- Establish and maintain relationships with local farmers and producers to source fresh, seasonal produce.
- o Coordinate with suppliers to ensure consistent delivery of high-quality produce.

# 5. Monitoring and Evaluation:

- o Develop tools and methods to evaluate the effectiveness and acceptance of new recipes.
- o Collect feedback from foodservice staff and students to continuously improve recipes and menus.
- o Report on the program's progress and outcomes to stakeholders and funders.

#### **Qualifications:**

- Associate's or Bachelor's degree in Culinary Arts, Nutrition, Food Science, or a related field.
- Proven experience as a chef, culinary specialist, or in a similar role, preferably in a school setting.
- Strong knowledge of USDA meal pattern guidelines and food safety standards.
- Experience in recipe development and menu planning, with a focus on using fresh, locally sourced ingredients.
- Excellent communication and training skills, with the ability to engage and motivate foodservice staff.
- Strong organizational skills and the ability to manage multiple tasks and projects simultaneously.
- Passion for promoting healthy eating habits and supporting local agriculture.

### **Preferred Qualifications:**

- Experience working with USDA-funded programs or similar initiatives.
- Familiarity with Farm to School programs and objectives.
- Bilingual skills (e.g., Spanish) are a plus.

#### **Deliverables:**

• Create recipes with Alabama school districts featuring Alabama's Harvest of the Month items (<u>CNP Harvest of the Month – Alabama Agriculture & Industries – Farm to School</u>). Develop at least 2 recipes per local item per month (24 recipes per year) using each of Alabama's Harvest of the Month Items to create USDA Standardized Recipes for 50-100 servings. Recipes should be creditable in school nutrition programs. Recipes and instructions should be simplistic and easily replicated by CNP frontline staff and managers. Instructions should feature common kitchen equipment.

- Develop a taste test survey and conduct taste tests with at least two districts per each recipe (48 taste tests per year) and ensure recipe reproducibility and student acceptability. On-site taste tests are preferred; however, we will accept virtual.
- Write recipes in conjunction with ALSDE CNP staff to ensure credibility within the School Breakfast Program/National School Lunch Program and that nutritional standards are met
- Work with ALSDE CNP Staff and CopperWing for publishing recipe cards and a recipe book
- Administer approximately 16 hands-on culinary trainings during June and July of each year featuring created curriculum. During the school year, work with local districts as needed to provide trainings during staff training days.

**Expectations of Culinary Training Format:** 

- Collaborate with ALSDE CNP staff and school districts to schedule dates and locations of trainings
- Include session sign-in sheets to record accurate attendance and/or documentation of virtual attendance
- Using the recipes developed, develop a one-day hands-on culinary training course utilizing Alabama Harvest of the Month recipes for an audience of school nutrition frontline staff and managers. Participants will break off into small groups to practice creating these recipes. The following should be incorporated into the curricula:
  - o Food safety & handwashing
  - Knife skills
  - o Recipe reading and scaling recipes
  - Food quality production & hot/cold holding
  - o Large quantity production of at least 50 or 100 servings or more
  - O Common kitchen equipment instructions (for example: ovens, warmers, kettle, oven range, blender, mixer, sectionizer, food processor, etc.)
  - Alabama Harvest of the Month Items & corresponding recipes
  - o Herbs & spices and how to pair these with Alabama grown items
- Provide participant evaluations to be collected and evaluated by the vendor(s) for each session and submitted to ALSDE CNP.
- Provide completion of training certificates to be distributed to each participant at the end of each training session.
- Provide all supplies and food needed for the training sessions.

### 2.2 Scope of Alabama State Department of Education's Work and Responsibilities

- ALSDE CNP will work closely with the vendor to facilitate operations, that enhance existing programs without interruption to applicant services.
- Coordinate locations and dates with awarded vendor.

#### **Section 3.00 General Requirements**

#### 3.1 Requirements of Proposal

The vendor must provide the following mandatory information. Failure to provide this information may be cause for the proposal to be rejected. Qualifications, experience, and cost will be evaluated for contract award. The proposal may be submitted under the same cover with Vendor Requirements and Cost Proposal in two distinct sections. E-verify information is required to be submitted for all employees to include contractors of the vendors if necessary and applicable.

#### Part I

#### **Signed Cover Letter:**

The cover letter shall serve as the first page of the vendor's proposal. The vendor shall complete the cover letter and attach it to the proposal in response to the RFP. The cover letter must be signed by an official authorized to legally bind the vendor. It will state that the vendor is a legal entity that will meet the specifications. The cover letter must accompany the submitted proposal. The letter accompanying the proposal must have original signatures and must include contact numbers and e-mail addresses for the authorized official signing the letters.

#### Part II

#### **Vendor Qualification and Experience:**

Vendor shall provide satisfactory evidence and experience of the vendor's capability to coordinate the types of activities and to provide the services described in the RFP in a timely manner. Special attention should be given to the discussion of qualifications and experience in child nutrition and as a Chef. The discussion shall include a description of the vendor's background and relevant experience as related to the required activities in the RFP.

NOTE: Respondent may not be employed by any entity that receives education trust funds, and respondent may not be employed by any state entity or local education agency (LEA) to include subcontracting.

#### Part III

Vendor shall provide a detailed plan describing how the services will be performed to meet the requirements of the RFP. The description shall encompass the requirements of this RFP. The response must be prepared and organized in a clear and concise manner that is easily understandable.

#### **Vendor Organization:**

Describe your organizational structure and explain how your organization qualifies to be responsive to the requirements of this RFP.

#### **References:**

The vendor shall provide a minimum of three (3) references that can support and validate training and/or projects and outcomes, including names or persons who may be contacted, position of person, addresses, and phone numbers where similar training and/or projects to that described in this RFP have been conducted.

#### **Executive Summary:**

An executive summary is required. This summary will condense and highlight the contents of the vendor's proposal.

# Part IV Cost Proposal:

Vendor shall include the fee structure and pricing for the training sessions/program if applicable or requested. The vendor shall submit a cost proposal in addition to other required information.

#### **Subcontractor Disclosure:**

If the execution of work to be performed requires the hiring of Subcontractors, <u>you must clearly state this in the bid proposal and provide qualification for such individuals.</u> Sub-Contractors must be identified and the services they will provide or work they will perform must be clearly defined. The ALSDE will not refuse a proposal based upon use of a Sub-Contractor; however, the ALSDE reserves the right to refuse the Sub-contractor you have selected. Contractor and associated personnel shall remain solely responsible for the performance of all work, including work that may be sub-contracted.

Describe your rationale for utilizing Subcontractors including relevant past experience partnering with stated Subcontractor(s). Documents for E-verification of subcontractors are the sole responsibility of the contractor and must be available upon request to ensure compliance.

#### **Section 4.00 General Terms and Conditions**

### 4.1 Governance

This RFP and its terms shall be governed and construed according to the laws of the State of Alabama. Any dispute arising out of this RFP shall be brought in the State of Alabama, with venue in Montgomery County, Alabama. Vendors agree to comply with all applicable federal and state laws and regulations.

# 4.2 Immigration

The proposal must contain a statement that the firm is aware of and in compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act; a statement that the vendor is enrolled in the E-Verify as required by Section 31-13-9 (b), Code of Alabama 1975, as amended:

### BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

#### **COMPLIANCE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (31-13-1 et seq, Code of Alabama, 1975 as amended by Act 2012-491) regulates illegal immigration in the State of Alabama. All contracts with the State or political subdivision thereof must fully comply with each provision as provided by law.

A proposal must include a statement that the vendor has knowledge of this law and is in compliance. Before a contract is signed, the vendor awarded the contract must submit a Certificate of Compliance using the form at Appendix A. E-Verify enrollment can be accomplished at the website of the United States Department of Homeland Security at <a href="http://www.uscis.gov">http://www.uscis.gov</a>.

See Section 10 for additional language required by Section 10(k) of the Act to be included in the contract.

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#### 4.3 Conflict of Interest

The vendor attests that no employee, officer, or agent of the vendor shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest may be involved. A conflict would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in the organization selected for an award. The officers, employees, and agents of the vendor, if selected as the career planning system vendor, shall neither award nor offer gratuities, favors, nor anything of monetary value from vendors or subcontractors.

### 4.4 **Discrimination**

#### **Alabama Non-Discrimination Statement:**

No person shall be denied employment, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity on the basis of disability, gender, race, religion, national origin, color, age, genetic information, or any other category protected under the law. Ref: Sec. 1983, Civil Rights Act, 42 U.S.C.; Title VI and VII, Civil Rights Act of 1964; Rehabilitation Act of 1973, Sec. 504; Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008; Equal Pay Act of 1963; Title IX of the Education Amendment of 1972; Title II of the Genetic Information Nondiscrimination Act of 2008. Title IX Coordinator, P.O. Box 302101, Montgomery, Alabama 36130-2101 or call (334) 694-4717.

# **APPENDIX "A"**

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Coı	unty of)	
	RTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as ended by ACT 2012-491)	
DA	TE:	
RE	Contract/Grant/Incentive (describe by number or subject):	
	by and between	
	(Contractor/Grantee) and	
_	(State Agency, Department or Public Entity	
The	e undersigned hereby certifies to the State of Alabama as follows:	
1.	The undersigned holds the position of with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."	
2.	Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.	
	<u>BUSINESS ENTITY</u> . Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.	
	a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.	
	b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.	
	EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.	
	_ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.	
	_ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.	
3.	As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;	
4.	The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.	
Cer	tified this day of 20	
	Name of Contractor/Grantee/Recipient	
	Ву:	
	lts	
The	e above Certification was signed in my presence by the person whose name appears above, on	
	sday of20	
	WITNESS:	
	Printed Name of Witness	