



Channel One Regional Food Bank

131 35th St SE
Rochester, MN 55904

REQUEST FOR PROPOSAL (RFP) FOR FOOD SERVICE MANAGEMENT CONTRACT FOR THE EXPANDED MEAL ACCESS FOR MINNESOTA CHILDREN AND ADULTS GRANT

Issued: 11 September 2020

Purpose of RFP: The request for proposals for the operation and management of a food service for Channel One Regional Food Bank. With increased numbers of individuals experiencing food insecurity as a result of the COVID-19 emergency, the funding will supplement existing programs to expand access for individuals to prepared meals that include a variety of nutritious and culturally specific foods.

This program is funded with a grant from the Minnesota Department of Education using funds from the federal Coronavirus Relief Fund (CRF), CFDA 21.019.

Channel One's Commitment to Diversity and Inclusion

We are committed to creating an inclusive culture that welcomes and respects the diversity of people we serve, employees, and volunteers and honors the fundamental values and dignity of all individuals. Through partnerships with local communities and organizations, we will improve nutrition and promote food security for all in our community. Our goal is to ensure that those providing goods and services to Channel One and our communities include local small businesses, minority-owned businesses, and women's business enterprises and product sourcing from emerging farmers, including women, veterans, persons with disabilities, American Indian or Alaska Native, and members of communities of color.

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ATTACHMENTS

ATTACHMENT A: Minnesota Department of Education Grant Application (for reference)

ATTACHMENT B: Proposal Evaluation Worksheet (for reference)

ATTACHMENT C: Cost Proposal Template (for completion and submission)

ATTACHMENT D: Certification Regarding Debarment Form (for completion and submission)

SECTION ONE – BACKGROUND

1.1 PURPOSE OF THE RFP

Channel One Regional Food Bank, referred to as Channel One, is soliciting proposals for the operation and management of a food service to carry out the terms of the Minnesota Department of Education Expanded Meal Access for Minnesota Children and Adults Grant. A proposal may be submitted by a Food Service Management Company, henceforth referred to as the Company, in compliance with the terms and timelines described in this Request for Proposal.

The Company must submit the proposal consistent with requirements documented here, including all attachments provided. Proposals submitted be considered and evaluated by Channel One and its partners for award of the contract. Evaluation criteria are listed.

1.2 RFP SCHEDULE

EVENT	DATE
RFP issued	9/11/2020
Deadline for Submission of Questions and Objections by	9/18/2020 3:00 PM CDT
Solicitation Amendment with Responses to Questions issued approximately (if required)	9/21/2020
Deadline for Receipt of Proposals (Solicitation Closing) by	9/25/2020 3:00 PM CDT
Proposal Evaluation completed by approximately	9/28/2020
Notice of Intent to Award issued approximately	9/28/2020
Contract start approximately	9/28/2020

1.3 DEADLINE FOR QUESTIONS AND OBJECTIONS

Offerors should carefully review the RFP including all attachments. Offerors may ask questions to obtain clarification and request additional information, or object to material in the RFP. Questions and objections should include a reference to the applicable RFP section or subsection. Email is the preferred method of question submission with the RFP number cited in the email subject line.

All questions and objections for the RFP shall be submitted to Anjie Ge, Food Security Project Manager, anjiege@channel-one.org no later than 9/18/2020 at 3PM. All submitted questions will be addressed on our website (www.helpingfeedpeople.org) by 9/21/2020 close of business.

Responses to questions will be distributed as a solicitation amendment unless the question can be answered by referring the offeror to a specific section of the RFP.

1.4 PROPOSAL RECEIPT DEADLINE – LATE PROPOSALS REJECTED

An offeror is responsible for ensuring its proposal is received by Channel One prior to the proposal receipt deadline identified in the RFP schedule. A solicitation amendment will be issued if this deadline is changed.

Proposal submission deadline: Must be received by 9/25/2020 3:00 PM CDT

Proposals for this project will be received at the Channel One office, 131 35th St SE, Rochester, MN 55904 until 3:00 PM on 9/25/20, at which time proposals will be opened, recorded as received, and prepared for review. Review of proposals will occur between 9/25/20 and 9/28/20.

1.5 PROPOSAL OPENING

This is a formal sealed Request for Proposal (RFP) process. Proposals will be secured and held unopened until the proposal receipt deadline. At the specified date and time, each proposal will be opened in a manner to avoid disclosure of the contents to the competing offerors.

1.6 PRE-PROPOSAL CONFERENCE

Channel One will hold a pre-proposal conference to allow for the briefing of potential offers in regard to project requirements and selection criteria. It is recommended that all interested bidders attend the virtual pre-proposal conference. The conference will be conducted virtually and will be recorded and available on our website. The meeting link can be found here: If questions or any other part of this conference results in an amendment/addendum to this RFP, all participants of the conference will be notified and the amendment/addendum will be accessible on our website.

The **Pre-Proposal Conference will be held on 9/18/2020 at 11:00am**. The link to the meeting is <https://global.gotomeeting.com/join/671347381>.

1.7 CONTACT PERSON

For all communication involving the RFP, contact:

Anjie Ge
Food Security Project Manager, Channel One Regional Food Bank
anjiege@channel-one.org
507-424-1716

1.8 BACKGROUND INFORMATION

The mission of the Channel One Regional Food bank is to strengthen food access and build healthy communities. Channel One Regional Food Bank has served the Olmsted County community for 40 years. What started in 1980 as a small food shelf for senior citizens has successfully developed into the largest hunger relief network in Southeast Minnesota. This growth would not have been possible without the support of the community, and this project is no exception.

Our agency is conducting this solicitation because we recognize the widespread impact of the COVID-19 emergency on our communities and aim to increase access to prepared meals to accommodate the growing rate of food insecurity in Olmsted County. This project will provide supplementary support to existing meal programs by creating culturally specific menus and delivery to low-access communities to fill gaps in current service.

Our core values drive our commitment to the community:

1. People experiencing food insecurity are at the center of everything we do.
2. We create an inclusive culture that welcomes and respects the diversity of people we serve, employees and volunteers and honors the fundamental value and dignity of all individuals.
3. We build and foster a culture of continuous improvement and innovation.
4. We work in partnership with local communities and our peers to improve nutrition and promote food security.

1.9 BUDGET

The funds for payment of this contract are already appropriated and identified. The Company is responsible for all costs associated with the preparation, submittal, presentation, and evaluation of any proposal. All prices offered must include the delivery cost, taxes, and any other fees.

SECTION TWO – PROJECT INFORMATION

2.1 PROEJCT DESCRIPTION

Channel One is working with several local organizations to provide a temporary prepared meals program for individuals in Olmsted County. The duration of the project will be approximately 14 weeks until December 30, 2020. Channel One is seeking a contractor to prepare and deliver these meals to 10 pre-identified sites in Olmsted County three times per week at specific times. See ATTACHEMENT A for details about the grant from the Minnesota Department of Education.

2.2 SCOPE OF WORK

Channel One is soliciting proposals for the operation and management of a food service program, including preparation and delivery. The prepared meals must include at least three food components (meat/meat alternative, grains, vegetables, fruits, and fluid milk) per the United States Department of Agriculture child nutrition program definitions. Delivery of meals will occur three times per week at each site, with 2 meals per person at each distribution.

The Company work will include the design of a nutritious and culturally-specific menu; provide staff and transportation for delivery of meals; sourcing of all food and non-food products (including food containers) for the preparation, transportation, and delivery of ready-to-eat meals in 10 pre-identified sites within Olmsted County. The Company must be able to meet the preparation and delivery demands for 2,000 meals per distribution day, three times per week. This includes 2 meals per person at each distribution.

The Company's project plans shall meet all relevant regulations of safe food preparation and handling standards. The Company is responsible for identifying and complying with all state and federal requirements that apply to this contract.

2.3 GENERAL

The selected Company will be required to enter into a contract with Channel One. Submission of proposal shall constitute binding, irrevocable offer for a period of 90 days after the date the proposals are due.

2.4 REQUIREMENTS

A. DELIVERABLES

The Company will be required to provide the following to achieve the objective of this project:

1. A minimum of three culturally appropriate menus approved by Channel One and its partners.
2. The Company should budget for 3 total meetings and the Company's lead team for this project must attend these meetings with Channel One and its partners throughout the planning process (1 meeting) and monthly during implementation to ensure compliance with requirements presented in this RFP (2 meetings).
3. Appropriately portioned meals for adults and children and must contain at least three food components (meat/meat alternative, grains, vegetables, fruits, and fluid milk).
4. All meals must be packed in sealed, reasonably durable disposable food containers and properly labeled with ingredients and allergens. Reheating and storage instructions are required for all meals. The Company must also be willing to include other instructions, as provided by Channel One (such as discarding all refrigerated foods after 7 days of receipt).
5. All meals must be prepared such that no to minimal preparation (e.g. reheating) is required before eating.
6. Because each person will receive two meals per distribution, all meals must be unitized.
7. Company must provide all food and non-food products to safely prepare and deliver meals, including but not limited to:

- a. Equipment to prepare meals;
 - b. Disposable food containers and utensils;
 - c. Acceptable means to maintain hot food and cold food to their desired temperatures;
 - d. Transportation to deliver meals in a timely manner to each location and simultaneously to several locations.
8. The Company must complete and return the Completion Acknowledgement form (provided by Channel One) to record the amount of food prepared and delivered each day, as well as to complete a temperature log to record the temperature of the meals when it departs the Company and upon arrival at each distribution site. Completed form must be returned to Channel One on a bi-weekly basis (specifically outlined in Section 3.3 F.2) and maintained until closeout is complete.

The following list desired qualities of the Company:

1. Existing relationship or willingness to partner with local small businesses, minority-owned businesses, and women's business enterprises for this project;
2. Currently sourcing or motivated to source from local farmers, with priority to emerging farmers;
3. Willingness and ability to transport federal meals prepared and provided by Rochester School District.

B. LOCATION OF WORK/TRAVEL

No on-site work at Channel One is required.

Meals must be prepared in a commercial kitchen of an establishment current on licensing and in compliance with the Minnesota food code and other ordinances, such as zoning and building. Establishment must be located within Rochester, Minnesota.

The Company will be responsible for delivering meals to pre-determined locations in Olmsted County 3 times per week. Locations will be subject to change but will not exceed 10 sites. The exact schedule will be determined by Channel One in collaboration with the Company. The Company must be able to deliver meals in a timely manner to each listed location. Company is required to simultaneously deliver to several locations if deemed necessary to fit the schedule. The locations are as follows:

1. Meadow Park
4th Ave and 14th St Rochester, MN 55904
2. Andover Park Apartments
2016 8 1/2 St SE, Rochester, MN 55904
3. Day Center
115 1st Ave NE, Rochester, MN 55906
4. The Place (Boys and Girls Club and Head Start Families First)
1026 E Center St, Rochester, MN 55904
5. Jeremiah Program
2915 Jeremiah Lane NW, Rochester, MN 55901
6. Byron Public Schools
630 1st Ave NW, Byron, MN 55920
7. Stewartville School District
500 4th St SW, Stewartville, MN 55976
8. Eyota Food Pantry (*once a week)
18 2nd St SE, Eyota, MN 55934
9. Gage East Empowerment Center
920 40th St NW, Rochester, MN 55901

10. To be determined location in Rochester, MN

C. CHANNEL ONE-FURNISHED PROPERTY/SERVICES

Channel One will provide the following personnel to support the project: Anjie Ge, Food Security Project Manager, will support this project and its collaboration among several local organizations.

D. RISK MANAGEMENT

The Company will take appropriate measures to ensure the safety of its employees, the public, and property throughout the duration of the project. If the Company or Channel One identifies any risk, issue, or problem associated with the project, corrective action will be issued in writing. All parties must comply with corrective action within 2 weeks of issuance.

E. PROJECT MANAGEMENT PLAN

The Company will be expected to use appropriate project management to ensure the work is accomplished on time, within budget, and meets quantity and quality standards.

1. The Company will be required to collaborate with Channel One and its partners to agree upon the contract schedule.
2. The Company will be required to coordinate with Channel One to develop a communication plan. Any problems or unforeseen events must be communicated timely to the project manager, and any changes must be agreed upon between the parties and set forth in a written amendment to the contract. Any corrective action will be communicated in writing and the Company is expected to comply to all amendments.

3. Contract Closeout Plan

When the project contract is completed, Channel One and the Company will communicate regarding the contract closeout, such as the transition of any records.

F. CONTRACT TERM, SCHEDULE, AND DELIVERABLES

1. Contract Term

This is a one-time project and there will be no extensions. The length of this project contract will be from the date of award, approximately 9/28/2020, for approximately 14 weeks until completion, on 12/30/2020.

2. Schedule and Deliverables

Channel One has identified the following deliverables which are significant work products or milestones in the project. Channel One requires these deliverables to be addressed in the Contract Schedule, as a minimum. The Company shall develop a schedule for accomplishing the Scope of Work, including these specific deliverables. The final schedule shall be agreed upon between Channel One and the selected Company and incorporated into the contract. The approximate schedule for this contract is as follows:

- a. Contract start: 9/28/2020
- b. "Kick off" meeting/conference call: 9/29/2020 TBD
- c. Company submits proposed menu: 10/2/2020
- d. Company begins project: 10/5/2020
- e. Company submits Completion Acknowledgement Form: 10/19/2020, 11/2/2020, 11/16/2020, 11/30/2020, 12/14/2020, 1/4/2020
- f. Channel One provides Company with comments for corrective action as needed, within 2 days of each form receipt

- g. October progress meeting: 10/22/2020
- h. November progress meeting: 11/19/2020
- i. Contract Closeout Plan: Channel One and Company will settle outstanding action items by 1/6/2021

2.5 EXPERIENCE AND QUALIFICATIONS

Company must have the following minimum qualifications to be considered for contract award: 3 previous projects preparing and distributing a high-volume of meals (or demonstrated ability to meet requirements presented by this RFP).

The Company must have and keep current any professional licenses and permits required by federal, state, and local laws for performance of this contract, including all regulation related to COVID-19. It is recommended that the Company screen all employees for COVID-19 prior to allowing them to enter the firm or perform work-related activities.

SECTION THREE – PROPOSAL INSTRUCTIONS

3.1 PROPOSAL PREPARATION

An offeror must prepare its proposal using the format outlined in this RFP and provide all the requested information and documents before the deadline. Channel One is not responsible for any cost incurred by the Company in responding to this RFP. Any and all parts of the submitted proposal may become part of the contract between Channel One and the selected Company.

3.2 PROPOSAL SUBMISSION INSTRUCTIONS

RFP QUESTIONS

All questions for the RFP shall be submitted to Anjie Ge, Food Security Project Manager, anjiege@channel-one.org no later than 9/18/2020 at 3PM. All submitted questions will be addressed on our website (www.helpingfeedpeople.org) by 9/21/2020 close of business.

EMAILED OR FAXED SUBMISSION

Sealed proposals are required; therefore, proposals cannot be submitted by email or fax. Offerors may email or fax proposals to a third party to place in a sealed envelope and deliver by the deadline for proposal submission.

SUBMIT IN PERSON, BY MAIL OR DELIVERY SERVICE

Offerors may submit sealed proposals in person, by mail, or delivery service. If mail or delivery service is used, the Company is responsible for ensuring the proposal is physically received by the deadline. Clearly address all envelopes or packages as follows:

RFP Title: Request for Proposal (RFP) for Food Service Management Contract for the Expanded Meal Access for Minnesota Children and Adults Grant

ATTN: Virginia Merritt

Channel One Regional Food Bank

131 35th St SE

Rochester, MN 55904

PROPOSER information: [Insert the Company name and address]

Offeror must submit 1 copy of its proposal, including all required documents, in a sealed envelope, with an additional electronic copy (.pdf or .doc format) provided on a USB flash drive.

DEADLINE

Proposals for the Food Service Management Contract for the Expanded Meal Access for Minnesota Children and Adults Grant must be received by 3:00PM on 9/25/2020 at the address below: Channel One Regional Food Bank at 131 35th St SE, Rochester, MN, 55904. Proposal received after the time may or may not be considered at the discretion of Channel One.

The submission of a proposal shall constitute and acknowledgment upon which Channel One may rely that the Company has thoroughly examined and is familiar with this RFP, its attachments, any addendums, and work sites, and has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the services to be provided. The failure or neglect of a Company to do so shall in no way relieve the Company from any obligations with respect to the proposal or the contract Issued as a result of this RFP. No claim for addition compensation will be allowed which is based upon a lack of knowledge of any aspect of the RFP, attachments, addenda's, work sites, statutes, regulations, ordinances, or resolutions.

3.3 PROPOSAL REQUIREMENTS

Prepare the proposal in accordance with following instructions.

Proposal – Format the proposal with the following labeled sections:

- Section 1 – Cover Letter
- Section 2 – Scope of Work Strategy
- Section 3 – Experience and Qualifications
- Section 4 – Cost proposal
- Section 5 – RFP amendments, if available

Completed forms – Attachments C and D

3.4 PROPOSAL NARRATIVE AND CONTENT

SECTION 1 – COVER LETTER

Proposals shall include a cover letter that includes the following:

1. The name and address of the Company as well as its Minnesota Tax ID and DUNS number if applicable. Indicate the main contact people for this proposal with name, title, email address, telephone number, mailing address. If subcontractors are included in the proposal, the above information will be included for all subcontractors.
2. The cover letter must be signed by an individual with authority to bind the offeror. By signing the cover letter, an offeror certifies that it complies with:
 - a. All the requirements, terms, and conditions as set forth in this RFP.
 - b. The requirement that the offeror's proposal accurately describes the goods and services being offered to Channel One, and the proposal will be held firm for the period specified.
 - c. All local, state, and federal laws, rules, code laws, rules, code, regulation, and policies, including those relating to nondiscrimination, accessibility, civil rights, and equal employment.
 - d. The requirement that this proposal be prepared independently without collusion.

SECTION 2 –SCOPE OF WORK STRATEGY

Offeror must review the requirements and deliverables provided in RFP Section 2, Project Information. The Scope of Work Strategy must address each of the tasks.

1. **Strategy for Scope of Work Requirements.** The Company must provide narrative statements to demonstrate their understanding of the scope of work requirements. Explain the proposed strategy to accomplish the scope of work, meet all requirements, and provide the deliverables described in the scope of work within the project schedule. The Company may also propose additional or different tasks to accomplish the objectives of this project. This strategy must present the Company's approach, task breakdown, and personnel working on the project and the hours assigned to each individual to reach project success. If necessary, the Company will also identify and describe the level of Channel One's participation in the project in addition to any other services to be provided by Channel One. The proposal must include confirmation the Company has current applicable licenses related to the completion of this project. The proposal must describe how the Company intends to manage the project to ensure the work is accomplished on time, within budget, and meet quantity and quality standards.
2. **Location of Work.** The proposal must respond to the Location of Work instructions within the RFP Scope of Work. Describe where the food preparation will be performed. To demonstrate ability to deliver meals to 10 sites in Olmsted County, describe transport

equipment (including appliances to maintain temperature in transit) and qualification of all staff involved in transport and delivery.

3. **Channel One Furnished Property and Services.** Provide a detailed breakdown of the Company's expectations for Channel One resources that will be needed for the project, including number of staff, qualifications, roles and responsibilities, and time requirements for the project.
4. **Risk Management.** The Company must describe measures to be taken to ensure the safety of its employees, the public, and property. The proposal must also identify any pertinent issues and potential problems related to the project and describe how those potential issues and problems could be mitigated.
5. **Proposed Schedule and Deliverables.** The proposal must confirm ability to adhere to the Contract Schedule within the RFP Scope of Work.

SECTION 3 –EXPERIENCE AND QUALIFICATIONS

The Company must provide information to demonstrate meeting the Experience and Qualifications Requirement in RFP Section 2, Project Information.

Experience and Qualifications of the Company

Provide a brief history and describe the organization of the Company. Describe the number of years the offeror has provided the type of work requested in this RFP. Describe 3 instances of specific experience of the Company in completing similar projects, in scope and size. Provide a description of these projects, approximate time frame, and contact information for the reference related to these projects. Channel One will contact these references should it have questions regarding the Company's previous experience. Describe previous experiences designing and executing culturally specific menus. If applicable, provide previous and existing partnerships with local small businesses, minority-owned businesses, women's business enterprises, and emerging farmers. If none, the Company must be willing to partner with such businesses and will identify potential partners. Indicate the Company's ability/willingness to work with Rochester Public Schools to deliver federal meals from the National School Lunch Program.

The Company must provide information related to judgements, litigation, or potential financial reversals with submission to this RFP.

Experience and Qualifications of the Project Team

Provide an organizational chart that describes the proposed project team as well as any other project specific qualifications. Provide information for key project team members, including:

1. Description of anticipated work they will perform and approximate estimated hours;
2. Subcontractors. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform. Provide a statement that the offeror will ensure that the subcontractor has or will obtain any required licenses and registrations;
3. Joint Venture. If submitting a proposal as a joint venture, provide narrative statements that describe the roles and responsibilities of each party to the joint vendor.

SECTION 4 – COST PROPOSAL (SEPARATE FROM BODY OF PROPOSAL)

See ATTACHMENT C for the Cost Proposal. Purchase of any equipment is an ineligible expense. Costs must be estimated for the duration of the project and must meet all requirements.

Total Cost. Cost proposals must provide the total proposed cost for completing the requirements set forth by this RFP. Cost proposal also must contain the estimated price per adult- and child-portioned meals.

Itemized Costs. Include a detailed itemization of the cost proposal, including all direct and indirect costs:

- Breakdown of staff participation
 - Hours and rates for staff
- Materials and products costs
 - Types, quantities, cost
- Delivery charges
- Any subcontractor costs
- Overhead
- Etc.

All costs must be stated in U.S. currency.

The Cost Proposal MUST BE SEPARATE FROM THE REST OF THE PROPOSAL (SECTIONS 1-3).

SECTION 5 – RFP AMENDMENTS

If available, provide signed copies of all Solicitation Amendments issued by Channel One that are required to be acknowledged by offerors.

SECTION FOUR – PROTEST, AWARD, AND PROPOSAL EVALUATION

4.1 PROTEST PROCEDURE

Any protest by an interested party regarding this solicitation shall be made in writing to Channel One to the attention of Virginia Merritt. Channel One will review and make determinations of the validity and remedy for the protest.

1. A solicitation phase protest must be submitted 4 working days prior to the proposal due date.
2. A pre-award protest against making an award must be submitted after receipt of proposals or bids but 4 working before award of the contract
3. A protest after award must be submitted within 4 working days from the date of award. The selected Company will be provided with the notice of the protest. When it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to Channel One interest, Channel One shall inform the Company that Channel One will not be responsible if the award is set aside and that the Company proceeds with performance at his/her own risk.

The protest must be specific including the name and contact information of the protestor, a description of the specific project and statement of grounds for protest. Channel One shall respond within 10 working days of the protest. Appeals can be made to the Board of Directors after the Director's response. Such appeals shall be made within 5 working days of notice of the Director's decision. Allowance for reconsideration can be made if data becomes available that was not previously known, or there has been an error of law or regulation.

4.2 AWARD

Channel One will award a contract to the responsible Company whose proposal is determined to be responsive to the requirements of the solicitation and is determined to be most advantageous in consideration the RFP evaluation criteria. Proposals will be evaluated by the Selection Committee, composed of staff of Channel One and its partners. Channel One reserves the right, for any reason to accept or reject any proposal submitted.

4.3 RESPONSIBILITY – SUPPLEMENTARY INVESTIGATION

Channel One reserves the right to contact references, other customers, including state and local government agencies, regarding past experience with the Company. Prior experience of Channel One with any prospective Company may also be taken into consideration during evaluation.

4.4 EVALUATION CRITERIA

Proposals will be evaluated using a 100 point scale. The evaluation committee will award points based on the evaluation criteria and relative weight is as follows:

Quality of Proposal/Technical Criteria. Total Points Possible: 40 points

- Completeness in addressing the requirements of the RFP and Scope of Work.
- Work plan and schedule. Project schedule shows ability to adhere to schedule proposed by Channel One.
- Demonstrated understand of the work required for this project. Recognition of overall concept and objectives.
- Method of approach, challenges, and strategies that will be employed to complete project on time.
- Responsiveness to requirements, terms, and conditions.
- Sufficiency of management mechanisms/techniques to facilitate the management services.

- Describe expectation for Channel One furnished resources, if applicable.
- Demonstrated ability to travel and deliver meals to all sites identified by Channel One.

Experience of Company and Project Team Staff. Total Points Possible: 20 points

- History of and continued compliance with public policy.
- Describe minimum of 3 instances of specific successful completion of similar large-scale meal preparation and delivery by the Company.
- Existing relationship or willingness to partner with local small businesses, minority-owned businesses, and women's business enterprises for this project.
- Currently sourcing or motivated to source from local farmers, with priority to emerging farmers.
- Impact of any subcontractors and their ability to undertake the project.
 - Qualifications and experience of key personnel in the subcontracting company.
- Qualifications and experience of key personnel of Project Team Staff, including past experience.
- Organizational chart and staffing detail provide for quality, detail, logic, and proposed level of effort.
 - Experience of the proposed project team members including education, experience, and working as a team.
 - Work breakdown for roles team members will perform, including estimated work hours.
- Experience and qualifications of key personnel and subcontractors with similar type projects.
 - Previous partnerships between Channel One the Company may also be considered here.
- Professional competence in areas directly related to this RFP.
- Results of communications with references supplied by the vendor.

Cost Proposal Evaluation: Total Points Possible: 40 points

- The Company must have financial and technical resources to successfully complete the requirements of the RFP and the Contract.

4.5 NEGOTIATIONS

Channel One may enter into negotiations with one or more Companies whose proposals received the highest scores and are reasonably susceptible for award. During negotiations, the parties may agree to alter or otherwise change the terms and conditions of the proposed contract, including the price. Negotiation, if held, will be within the scope of the RFP and limited to those items that would not influence the ranking of proposals.

Each offeror will be responsible for all costs it incurs as a result of negotiations, including any travel and per diem expenses. Contract negotiations will be conducted primarily by email, conference calls, or internet-based conference.

Channel One may terminate negotiations, reject a proposal as nonresponsive, and continue or commence negotiations with other offerors reasonably susceptible for award, if the offeror:

- fails to provide necessary information for negotiation in a timely manner,
- fails to negotiate in good faith,
- is unable to successfully negotiate contract terms that are acceptable to Channel One, or
- indicates that it cannot perform the contract within the budgeted funds.

4.6 NOTICE OF INTENT TO AWARD

After proposals have been evaluated and the selected Company selected, notice of intent to award will be promptly issued to all Companies that submitted proposals. Upon issuance of this notice, the procurement file becomes an open record.

The selected Company named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts until the successful Company and Channel One sign the contract.

4.7 CONTRACT APPROVAL

This RFP does not, by itself, obligate Channel One. Channel One's obligation shall commence only when Channel One signs the contract. Channel One shall not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by Channel One.

SECTION FIVE – CONTRACT INFORMATION

5.1 CONTRACT DURATION

The Contract shall be in effect for approximately 14 weeks from the date of contract execution through project completion on 12/30/2020.

5.2 CONTRACT PROVISIONS

A. Contract Type

A firm-fixed price contract will be used. The Company will be required to hold the price firm for the duration of the contract period, except as otherwise provided in the contract. The contract will only provide payments for completed work as outlined in the contract. The Company will be required to submit invoices qualifying their expenses throughout the contract term in order to receive payment. All or any part of this Contract may not be assigned by the Company without prior written consent by Channel One.

B. Payment Procedures

Compensation and payment terms will be set forth in the contract based upon the selected Company's proposal. Channel One will not make any advanced payments before performance by the contractor under this contract.

- Channel One will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and the project director has approved invoice.

C. Inspection & Modification

The Company is responsible for the completion of all work set out in the contract. Any and all work is subject to inspection, evaluation, and approval by Channel One.

The Company will notify Channel One immediately if it finds that the project as designed will exceed or is likely to exceed the funding limitations. Should Channel One determine that corrections or modifications are necessary in order to accomplish its intent, Channel One may direct the contractor to make changes. The Company will not unreasonably withhold changes.

Substantial failure of the Company to perform the contract may cause Channel One to terminate the contract. In this event, Channel One may require the Company to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

D. Contract Changes – Unanticipated Amendments

During the course of the contract entered as a result of this solicitation, the Company may be required to perform additional work due to a legitimate unforeseen circumstance. Such work will be within the general scope of the initial contract. When additional work is required, Channel One shall provide the Company with a written description of the additional work and request the Company to submit a proposal for accomplishing the scope of work. Additional work will not commence until all parties agree in writing.

The Company will provide assistance to Channel One to evaluate any changes to the Contract. The Company will provide an updated cost estimate in light of any changes, however, Channel One will not reimburse for any costs incurred while preparing the cost estimate.

Channel One is not responsible for errors or deficiencies that are the result of mismanagement by the Company. Corrections for these errors or any indirect charges related to the errors will be incurred only by the Company.

5.3 CONTRACTUAL TERMS AND CONDITIONS

The selected Company will sign the Contract and must comply with all terms and conditions. Channel One may deem any failure to object to a contract provision as the offeror's acceptance of that provision. Terms and conditions will not change without prior approval from Channel one.

Part or all of this RFP and offeror's proposal may be incorporated into the attached contract.

It is expressly understood that the Company for purposes of this contract and all persons employed by the Company in the performance of any work or services required or provided in this contract shall not be considered employees of Channel One for any purposes whatsoever, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit, or any and all such claims shall in no way be the obligation or responsibility of Channel One.

A. Indemnification

In consideration of the fact that Channel does not directly hire, train or supervise the Company's employees performing the services required by this Contract, the Company shall be solely responsible for any and all acts performed by its employees in the implementation of this Contract such and without regard for the coverage provided by Channel One's general liability insurance, contractor shall indemnify, hold harmless and defend Channel One, its officers, agents and employees from any and all claims, damages or liability of any kind arising out of any acts, errors or omissions of the Company or its agents or employees in furnishing services of performing work pursuant to this Contract.

B. Insurance

Insurance Certificates and Continuity of Coverage Required. The successful Company must provide a certificate of insurance showing that they have each type of insurance coverage and limits of cancellation, nonrenewal or changes in coverage of limits to all named and additional insured. If the successful Company is self-insured, a Certificate of Self-Insurance must be attached to proposal. The Company must provide evidence of coverage prior to contract approval. Upon receipt of the Notice of Intent to Award, the successful offeror must obtain the required insurance coverage and provide the procurement officer with proof of coverage prior to contract approval. Failure to provide proof of insurance coverage that is in compliance with the following insurance requirements is a material breach and grounds for withdrawal of the award or termination of the contract. All insurance policies must be open to inspection by Channel One and copies of policies must be submitted to Channel One.

Required Insurance. The following insurance coverages are required:

- Workers' Compensation Insurance:

Channel one will require the third-party contractor to provide workers' compensation insurance in accordance with the statutory requirements of the state of Minnesota, including Coverage B, Employer's Liability, at limits not less than:
\$100,000.00 bodily injury by disease per employee;
\$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

- Commercial General Liability Insurance:

All Third Party contractors are required to maintain insurance protecting them from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage, including loss of use which may arise from operations whether the operations are by Channel One or by a subcontractor or by anyone directly or indirectly employed under the contract. All contractors must have minimum Insurance coverage of \$2,000,000.00 per occurrence.

- **Commercial Automobile Liability:**

All Third Party Contractors are required to maintain insurance protecting them from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage including loss or use which may arise from operations under the Contract whether such operations were by Channel One or by a subcontractor or by anyone directly or indirectly employed under the contract.

Minimum Insurance amounts are the same as provided above. In addition, the following coverages should be included:

Owned, Hired, and Non-Owned Automobile Certificate of Insurance will list State of Minnesota as an additional insured.

- **Excess Insurance:**

An Umbrella or Excess Liability Insurance Policy may be used to supplement the Company's policy limits to satisfy the full policy limits required by the Contract.

Rating:

All third-party contractors will obtain insurance policies from an insurance company having an nAM BEST1 rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota.

C. Disposition of Responses

All materials submitted in response to this RFP become property of Channel One.

D. Termination

If the Company is (1) deemed to be bankrupt, (2) makes a general assignment for the benefit of creditors; (3) has a receiver on account of insolvency; (4) is guilty of significant violations of any provisions of the Contract; (5) fails to promptly pay employees or any subcontractors incidental to proper performance of the Contract; or (6) persistently disregards or allows disregard by employees of laws, ordinances, regulations required in this Contract, or the instruction of Channel One, then Channel One may terminate the Contract without further obligation.

Channel One may at any time and for any reason terminate Company's services and work at Channel One's convenience. Upon receipt of such written notice, the Company shall, unless the notice directs otherwise, immediately discontinue all work and orders for materials, facilities and supplies related to the performance of this Contract.

If such termination occurs, the Company shall be entitled to payment only as follows: (1) the actual cost of the work completed to satisfy this Contract; plus, (2) other incurred costs that have been approved by Channel One in writing; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. Any payments made to the Company prior to the date of the termination notice for the project will be deducted from the sum as outlined in subparagraphs 1 through 3. The Company shall not be entitled to any claim or claim of lien against Channel One or any of its partners for any additional compensation or damages in the event of such termination and payment.

E. Non-Discrimination Policy and Equal Employment Opportunity

The Company, including all employees and subcontractors of the Company, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

F. Financials

Channel One may request in writing to see proof of financial stability before or during the duration of the contract. If requested, the Company has 14 days from the date of formal request to present financial information in such a manner that Channel One can reasonably formulate a determination about the financial strength and stability of the organization.

5.4 SCOPE OF WORK

The Scope of Work agreed upon by the parties will be incorporated into the attached contract.

5.5 REGULATORY ASSURANCES

By responding to this RFP, the Company assures Channel one that they will comply with, and be bound by all applicable federal, state, and local laws, rules and ordinances, including but not limited to those included in this RFP. The Company must complete all required reports and other administrative requirements, including timely submission of reports to Channel One within the agreed-upon timelines.

The Company must not be debarred, suspended, or otherwise excluded from or ineligible for participation in federal programs or activities. This will be verified through the System for Award Management before a contract will be signed by Channel One. Attachment D (Certification Regarding Debarment Form) must be completed.

5.6 AUDITS

At reasonable times, Channel One may inspect those areas of the Company's place of business that are related to the performance of a contract. If Channel One makes an inspection, the Company must provide reasonable assistance.

All costs and revenues related to this Contract must be recorded so they are clearly identified, easily traced, and substantially documented. All accounting practices applied, and all records maintained related to this Contract must be in accordance with generally accepted accounting principles. Channel One and the Company must maintain records related to the Contract and are responsible to provide all documents requested by the auditor.