## Request for Proposals: Regional Farm to Food Bank Supplier The Food Depot

### Purpose

The purpose of this agreement is for The Food Depot (TFD) on behalf of the New Mexico Association of Food Banks (NMAFB) and in cooperation with the New Mexico Department of Agriculture (NMDA) and New Mexico Farmers' Marketing Association (NMFMA) to purchase food from local farmers, ranchers and other producers to distribute to food banks and their agencies in New Mexico as part of the New Mexico Governor's Food Initiative. These local farmers, ranchers and other producers will act as Regional Farm to Food Bank (RFFB) Suppliers.

TFD, NMDA, and NMFMA have a common objective to fulfill the terms of their Local Food Purchase Assistance Cooperative Agreement (LFPA) in compliance with the terms set forth by the United States Department of Agriculture's Agricultural Marketing Services (AMS). By using a values-based procurement model, this Regional Farm to Food Bank cooperative partnership will pay local farmers, ranchers, and other producers fair market prices for locally produced, minimally processed, nutritious foods to underserved communities; thus, bolstering food and agricultural supply chain resiliency and providing nutritional assistance to food insecure New Mexicans.

Values-based-procurement is procurement guided by local values that are agreed upon by the RFFB cooperative partners. This includes making purchases that support socially disadvantaged supplier ownership, local production/processing, sustainable production practices, small producers, and other community support activities. Values-based procurement moves away from purchasing decisions being made solely on selecting the lowest price and towards decision-making based on a combination of other important priorities.

The LFPA program supports the production of local foods by producers of all backgrounds with an emphasis on socially disadvantaged producers. The United States Department of Agriculture defines "local foods" as foods produced within the state or within 400 miles of a distribution destination and socially disadvantaged producers as those belonging to groups that have been subject to racial, ethnic and gender prejudice. <u>Click here for USDA</u> <u>"socially disadvantaged" definition.</u>

The purpose of this RFP is to seek multiple proposals to allow for the effective utilization of funding and statewide allocation of local food purchases in a values-based procurement model. Purchases from this agreement can continue through the estimated end of the program - June 30, 2025.

TFD requests fixed price quotations with a price adjustment clause.

# Objective

To leverage LFPA funds to support local food producers, food systems and underserved communities in line with the USDA AMS terms and the New Mexico Governor's Food Initiative goals.

## **Expected Accomplishments and Deliverables**

Food products delivered to food banks and/or other food agencies to be distributed in underserved communities.

These food products must meet the cooperative agreement standards as follows: locally produced, food-safe, nutritionally sound, culturally appropriate and desired by recipients.

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Pricing must reflect fair market rates for the products provided.

Completion of the Regional Farm to Food Bank application, and other reporting as required by the cooperative agreement partners and their AMS cooperative agreement terms.

## **Scope of Work**

- A. The RFFB Supplier will be responsible to the RFFB cooperative agreement partners.
- B. The RFFB Supplier will ensure that food deliverables are commensurate with the pricing and are delivered in a timely fashion and in accordance with the needs of the receiver.

## **Deliverable Proposal**

The following deliverable food products are provided and an estimated price per specified unit. Other deliverables include, but are not limited to, the following:

- 1. Product specifications: 12,000 lbs. of frozen NM ground beef, not to exceed 20% fat content. Product to be vacuum packaged without the use of metal or plastic clips. All packages shall weigh 1.0 lbs. or 2.0 lbs., with 12 or 24 packages to a case for a total of 24 lbs.
- 2. Product delivery: contractor is responsible for delivery of product to **Roadrunner Food Bank 5840 Office Blvd. NE Albuquerque, NM 87109**. Delivery dates, times and frequency are negotiable. The contractor will be responsible for ensuring products are frozen on arrival of delivery. The finding of any product showing evidence of deterioration due to mishandling, thawing and refreezing, or freezer burn will not be accepted. Additionally, the product must be in its original packaging with the USDA FSIS inspection stamp on the packaging from the USDA FSIS inspected processor.

The cost of delivery shall be provided as a separate line item on all quotes and invoices.

- 3. Product labeling must include the following: safe handling instructions, pack date, FSIS establishment number, USDA FSIS inspection stamp, code number that shall indicate traceability to production lot and date, and fat declaration.
- 4. Timely completion of necessary application and reporting required by the RFFB cooperative partners and AMS.
- 5. Maintain Approved Supplier Program membership and food safe conditions at all points in the supply process.
- 6. Conduct all activities in compliance with applicable nondiscrimination provisions and local, state and federal laws and regulations.
- 7. Pricing in line with market rates as put forth in the proposal.

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8. Submit invoices for individual purchases with all the required information.

### Specifications

Mandatory Specifications

- 1. Respondent must agree to perform the scope of work identified in the RFP, which is in accordance with the agreement between TFD, NMDA, NMFMA, and AMS.
- 2. Respondent must be an Approved Supplier or be able to qualify to become an Approved Supplier with the NMFMA before the first sale.
- 3. Respondent must agree to comply with USDA rules including requests for information, and the possibility of a scheduled site visit during normal business hours, if deemed necessary.

## **Proposal Evaluation Criteria**

#### **Values-Based Procurement**

- (1) To submit the required values-based procurement information, suppliers must complete the RFFB application.
- (2) If your business aggregates products, then TFD, NMFMA or NMDA may request verification documentation of socially disadvantaged producers that would directly benefit from the agreement.
- (3) Considerations other than price will be central to determining which proposals are or are not accepted. This includes making purchases that support socially disadvantaged supplier ownership, local production/processing, sustainable production practices, small producers, and other community support activities.

#### Capability

- (1) Capability to produce, store and deliver food products meeting RFFB cooperative agreement standards and specifications.
- (2) Capability to provide accurate and timely reporting and invoicing to facilitate compliance.

#### **Company Overview / Experience and Ability to Provide Services**

(1) Key personnel demonstrating qualifications, skills, and/or experience in:

- (a) Quoting, invoicing and reporting
- (b) Approved-Supplier-Program-compliant food safety protocols
- (c) Growing, raising, aggregating, co-packing, packaging and/or processing the deliverable food products.
- (d) Delivering and/or coordinating the delivery of the food products to either food banks or food pantries in New Mexico.

(2) Demonstrated ability to successfully provide the deliverable food products to food banks and/or agencies in New Mexico.

(3) Management structure and policy allowing timely response to communications and requests for information from the RFFB cooperative partners.

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#### References

No references are needed if an Approved Supplier.

If not currently an Approved Supplier, two (2) references are needed from purchasers of the deliverable food products from the respondent. Each reference shall include:

- (a) Name and address of entity
- (b) Name and telephone number of contact person
- (c) List of deliverable food products provided, description of delivery process, and date range of purchasing activity.

## **Pricing and Quotes**

Proposals should include: 1) a clear pricing proposal for each of the deliverable food items 2) a range of estimated increases throughout the life of this agreement 3) estimated per delivery costs to the location 4) a range of estimated price increases for delivery costs.

Price adjustments are acceptable in this agreement only if they are shown to reflect cost changes and/or changes in fair market pricing. When adjusting price, TFD requires two weeks' notice prior to any sale of the product for which the price is being adjusted. All price adjustments must include an explanation/justification and are subject to renegotiation.

Several rural and remote agencies lack cold storage capacity. Those locations may require more frequent deliveries of products requiring cold storage. As such, proposals must clearly separate the price of their products from the price of deliveries so that the proposal may be accurately assessed by TFD.

Before each delivery, producer agrees to manufacture a quote of sale generated through proprietary software, an email, or text that includes the following:

- 1. In the title, clearly states whether the information provided is a "quote" or "sales estimate,"
- 2. Name of the vendor clearly visible.
- 3. A clear unit of measurement for the item being quoted (e.g. lbs. or packages or bushels)
- 4. A price per unit
- 5. Number of units being quoted
- 6. Estimated delivery cost to the destination including miles traveled and total cost
- 7. Total price
- 8. Date (if an email or text, the date it is sent will be automatically captured).

**Communication:** Request for Proposal packets with required information must be electronically submitted to localfoods@thefooddepot.org by Saturday, June 3rd at 11:59pm.