# SPECIFICATIONS FOR

MANCHESTER PUBLIC SCHOOLS
RFP# 017-004 TOILET PAPER, PAPER TOWELS, AND SOAP

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LEGAL NOTICE
REQUEST FOR PROPOSALS
MANCHESTER PUBLIC SCHOOLS
TOWN OF MANCHESTER, CONNECTICUT

Manchester Public Schools will receive sealed proposals in the Office of the Director of Finance and Management, 45 North School Street, Manchester, Connecticut 06042 on the date and time listed below for the following:

RFP #017-004 MANCHESTER PUBLIC SCHOOLS
TOILET PAPER, PAPER TOWELS, AND SOAP

Proposals will be accepted until Friday, May 26, 2017, at 12:00 p.m.

The right is reserved to reject any and all proposals. Specifications and forms are available on our website www.mpspride.org.

Manchester Public Schools is an equal opportunity employer and requires affirmative action policy for all of its proposers and vendors as a condition of doing business with the school district, as per Federal Order 11246.

Karen L. Clancy
Director of
Finance and Management
Manchester Public Schools
INSTRUCTIONS TO PROPOSERS

1. The proposal and any addenda will be issued on the Manchester Public Schools’ website at [www.mpspride.org/proposal](http://www.mpspride.org/proposal). It shall be the responsibility of the proposer to download this information. Manchester Public Schools (MPS) will not mail a separate hard copy of addendum to proposers. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents. No addendum shall be issued less than 2 calendar days before the due date unless it is to change the due date.

2. The attached proposal is signed by the proposer with full knowledge of an agreement with the general specifications, conditions and requirements of this proposal.

3. Submit two (2) originals of the proposal in an envelope marked with the proposer’s name and address on the upper left hand corner. Proposals shall be made out in the exact form as described under Content and Organization of Proposal of enclosed Invitation to Proposal, on proposer’s letterhead and shall be signed by an officer of the company or corporation. **Proposals are to be plainly marked in the lower left hand corner with proposal number, name of proposal, opening date and time.**

4. Proposals sent by mail or hand delivered should be addressed to the Director of Finance and Management, Manchester Public Schools, 45 North School Street, Manchester, CT 06042.

5. Proposals received later than the date and time specified will not be considered. Amendments to or withdrawals of proposals received later than the date and time set for proposal opening will not be considered.

6. All proposals shall be opened publicly and read aloud. Proposers may be present at the opening of proposals. All proposals shall be tabulated and copies of said tabulation shall be made available to proposers upon their request.

7. All deliveries of commodities shall comply with all applicable laws of the Federal Government and/or the State of Connecticut. Purchases made by MPS are exempt from the payment of Federal Excise Taxes and the State of Connecticut Sales Tax and such taxes must not be included in the proposal prices. **All prices are FOB to Manchester, CT.**

8. MPS reserves the right to reject any and all proposals, to waive technical defects and to make such awards including accepting a proposal, although not the low proposal, as it is deemed to be in the best interest of MPS.

9. MPS may withhold acceptance of work and payment when it is determined that said work or materials do not meet the specified requirements. Payment will not be made until work is to MPS official and/or authorized agent’s satisfaction, and all work is certified.

10. MPS may make such investigation as deemed necessary to determine the ability of the proposer to discharge a contract. The proposer shall furnish MPS with all such information and data as may be required for this purpose. MPS reserves the right to reject any proposal if the proposer fails to satisfactorily convince MPS that he/she is properly qualified by experience and/or does not have the facilities to carry out the worked called for herein. Conditional proposals will not be accepted.
11. Specifications cannot be modified by anyone other than the assigned agent for MPS.

12. Successful proposer shall, after being awarded the contract, and before doing any work, furnish Certificates of Insurance, including Automobile Property Damage Liability, Public Liability and Workers Compensation Insurance in the amounts shown in INSURANCE REQUIREMENTS. The proposer shall carry insurance under which Manchester Public Schools and the Town of Manchester, CT, shall be named as an additional insured for the duration of this work. All Liability Insurance required herein shall be Comprehensive, General and Automobile Bodily Injury and Property Damage Policy or Policies. Certificate of Proposer Liability shall be filed with MPS before work is started and contain a ten (10) day written notice of cancellation clause.

13. The Proposer shall provide all administration, labor, materials, tools and equipment necessary to undertake and complete the work in a prompt and efficient manner. Equipment and tools owned by MPS shall not be available to the Proposer.

14. The work included in these specifications covers all labor, material equipment, and services required to complete what is listed in the Request for Proposal.

15. All work must be scheduled during normal MPS working hours.

16. The proposer shall be required to submit the AFFIRMATIVE ACTION STATEMENT with their completed proposal package. The successful proposer shall comply in all respects with the Equal Employment Opportunity Act. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations will be sufficient reason for revocation or cancellation of this contract.

17. The proposer shall be required to complete the PROPOSER INDEMNIFICATION with their completed proposal package.

18. The proposer shall be required to complete the NON-COLLUSIVE PROPOSAL STATEMENT with their completed proposal package.

19. There shall be no smoking or other use of tobacco products in any school building nor on school ground at any time. Proper attire is to be worn at all times. Proposer’s personnel shall use extreme caution while driving motor vehicles on school property.

20. The proposer shall not sublet, sell, transfer, assign or otherwise dispose of contract or any portion thereof or of his right, title or interest therein, or of his obligations thereunder, without consent of MPS.

21. **Hold Harmless:** The proposer/insured shall indemnify and hold harmless MPS and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney’s fees of counsel selected by MPS, arising out of or resulting from the performance of the work and/or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the proposer/insured, any subproposer, anyone
directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.
CONTENT AND ORGANIZATION OF PROPOSAL

The Request for Proposal (RFP) is intended to provide interested Proposers with information concerning the conditions and requirements for submitting proposals. Proposers must examine all information and materials contained in this RFP. **Failure to do so will be at the Proposer’s risk.** In response to the RFP, Proposers shall adhere to the established format. By doing so, comparable objective data will be provided for Manchester Public Schools’ (MPS) review and analysis. The proposal shall contain the following sections, in order and format described.

A. **Submittal Letter**
   A letter of transmittal addressed to Mrs. Karen L. Clancy, Director of Finance and Management, which includes a statement by the Proposer accepting all terms, conditions and requirements contained in the RFP. The letter should also include a brief discussion of the Proposer’s background, experience and ability to perform this contract in accordance with the scope of services. Also to be included is a listing of four (4) municipal or private sector references for whom recent (3 years or less) similar services were provided.

B. **Price Proposal**
   Vendors shall submit a price proposal which indicates their full cost to provide the scope of services outlined. All costs associated with the performance of these services must be clearly delineated.

C. **Exceptions**
   Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. MPS may accept proposals which take exception to any requirements of the RFP. Any exception must be clearly delineated and cannot materially affect the substance of this RFP.

EVALUATION CRITERIA AND SELECTION

Proposals will be reviewed and evaluated based upon the following factors:

   A. Experience with project of this nature
   B. References
   C. Compatibility of Product
   D. Competitiveness of Price Proposal

MPS shall select that responsible and responsive Proposer whose proposal is determined by MPS to be best suited and most advantageous, and provides the greatest overall benefit to MPS on the basis of the criteria and/or factors of evaluation listed. MPS expressly reserves the right to negotiate with the selected Proposer prior to an award of any contract pursuant to the RFP.
INSURANCE REQUIREMENTS

A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage of Insurance Services Office (ISO) policies, forms and endorsements.

B. If the Proposer/Insured has self-insured retentions or deductibles under any of the following minimum required coverage, the Proposer/Insured must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the Proposer/Insured’s sole responsibility.

C. Commercial General Liability: The Proposer/Insured will maintain commercial general liability insurance covering all operations by or on behalf of the Proposer/Insured on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

- Minimum Limits: $1,000,000 each occurrence
- $2,000,000 each occurrence if blasting is required
- $2,000,000 general aggregate with dedicated limits per Project site
- $2,000,000 products and completed operations aggregate
- $1,000,000 personal and advertising injury.

D. Automobile Liability: The Proposer/Insured will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

- Minimum Limits: $1,000,000 combined single limit each accident

E. Worker’s Compensation: The proposer/insured will maintain workers’ compensation and employer’s liability insurance.

- Minimum Limits: Worker’s compensation: statutory limit
- Employer’s Liability: $1,000,000 bodily injury or each accident
- $1,000,000 bodily injury by disease for each employee
- $1,000,000 bodily injury disease aggregate

F. Umbrella/Excess Liability: The proposer/insured will maintain umbrella/excess liability insurance on an occurrence basis of the underlying commercial general liability, auto liability and workers’ compensation insurance. The coverage shall be at least as broad as each of the underlying policies. The amounts of insurance required may be satisfied by purchased coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limit specified for general liability, auto liability and workers’ compensation when added to the limit specified in this section.

- Minimum Limits: $5,000,000 combined single limit and aggregate limit.
CONTRACTOR INFORMATION

The bidder is a/an (individual) (partnership) (corporation). Names and titles of other offices or partners are:

(for corporation, give State of incorporation and affix corporate seal)

I understand that full payment will be made by Manchester Public Schools after completion of the project and acceptance by Manchester Public Schools’ representative.

_______________________________________  ______________________
Signature                                      Date

_______________________________________
Name (Printed)
REFERENCE SHEET – REQUEST FOR PROPOSAL

1. NAME OF BUSINESS
   CONTACT PERSON
   ADDRESS
   PHONE (   )

2. NAME OF BUSINESS
   CONTACT PERSON
   ADDRESS
   PHONE (   )

3. NAME OF BUSINESS
   CONTACT PERSON
   ADDRESS
   PHONE (   )

4. NAME OF BUSINESS
   CONTACT PERSON
   ADDRESS
   PHONE (   )
TO: All Vendors

FROM: Karen L. Clancy,
Director of
Finance and Management

SUBJECT: Affirmative Action

Manchester Public Schools is an Equal Opportunity Employer, and will not transact business with firms which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

In order to have your firm listed on our acceptable vendor’s list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy to:

Karen L. Clancy
Director of
Finance and Management

STATEMENT OF POLICY

It is the employment policy of ____________________________________________ that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of the various Equal Opportunity and Civil Rights Statutes noted above.

Date ____________________________ Signed (Name/Title of Company Officer) ____________________________

Telephone ____________________________ Street Address ____________________________

Fax ____________________________ City/State/Zip Code ____________________________
CONTRACTOR INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, defend, indemnify and hold harmless the School District and its respective officers, employees and agents from any and all loss, liability, damage, penalty, expense or fee, including attorneys’ fees, or other costs or obligations arising from or relating to (i) the Contractor’s breach of this Contract; (ii) any negligence or willful misconduct of the Contractor and its officers, employees, and agents; or (iii) any other action or event arising out of or in any way connected with this Contract. The Contractor agrees that the School District shall have the right to participate in the defense of any such claim through counsel of its choosing. This indemnity shall not be affected by other portions of this Contract.

The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse MPS for damage to property of MPS caused by the Contractor, or its employees, agents, subcontractors or delivery persons, or by faulty, defective or unsuitable material or equipment used by him/her or them.

STATE OF CONNECTICUT:

COUNTY OF: ___________________________  Signed ___________________________
Proposer

By ___________________________
Name

__________________________
Street

__________________________
City/State/Zip Code

__________________________
Date

Subscribed and Sworn to before me on this

______ day of _________________________ 20____

_______________________________________
Notary Public
MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042

NON-COLLUSIVE STATEMENT

TO:     All Vendors

FROM:   Karen L. Clancy
        Director of
        Finance and Management

SUBJECT: Non-Collusive Statement

The undersigned vendor, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

1. The bid has been arrived at by the vendor independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition, and;

2. The contents of the bid have not been communicated by the vendor or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned vendor further certifies that this statement is executed for the purposes of inducing Manchester Public Schools to consider the vendor and make an award in accordance therewith.

_____________________________________________________________
Legal Name of Vendor

________________________________________________________________________
Business Address

________________________________________________________________________
Name and Title of Authorized Signor

_____________________________________________________________
Signature                                      Date

_______________________________________    ___________________________
Telephone                                    Fax                            eMail Address
MANCHESTER PUBLIC SCHOOLS  
45 North School Street  
Manchester, CT 06042

SPECIFICATIONS FOR TOILET PAPER, PAPER TOWELS AND SOAP

The following specifications are for the purchase of toilet paper, paper towels and soap by Manchester Public Schools at outlined below.

The proposer shall insert prices and extensions as required on the Proposal Specifications. All pricing must be net and include all cost of inside delivery at each destination, all pricing commencing with 2017 school year and ending June 30, 2020. The MPS may withhold payment when it is determined that said supplies, materials and equipment do not meet the specific requirements.

Each line item awarded to the proposer shall be for the period commencing with the 2017 school year through June 30, 2020. U.S.D.A. regulations permitting, the MPS reserves the right to renew this contract with the successful proposer (vendor) to cover one (1) additional year (2020-2021 school year). Extension shall be valid upon written consent of both parties prior to the anniversary date of the contract. Such renewal may include cost of living increases only as they relate to the Federal Consumer Price Index.

The delivery of all products will comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut. Delivery dates and times will be established with the Buildings & Grounds Department at MPS for delivery at a central distribution location in Manchester. Delivery will be free of charge.

Inspections will be done prior to the acceptance of all deliveries, only items that meet proposal specifications will be accepted. Only items ordered will be accepted. Quantities in excess will not be accepted. Specifications cannot be modified by anyone other than the assigned agent for the MPS.

A legible and accurate packing slip shall accompany each delivery and shall be signed by a person authorized to receive delivery.

All deliveries must be scheduled during normal MPS school hours, which are Monday through Friday, 8:30-3pm. All items must be delivered in acceptable conditions. They shall be packed and covered in a suitable box and/or wrapping so that the contents will be properly protected.

It is understood that any quantities shown herein are approximate and that any contract shall cover the actual needs of the MPS as ordered during the term of the contract, whether more or less than estimated quantities are shown.

The products of the successful vendor/proposer shall be subject to inspection at all times and if production methods and/or sanitary conditions are found to be unsatisfactory and/or products failing in requirements in the opinion of the purchasing agent, the contract shall be subject to cancellation. Materials/Supplies must meet or exceed health, quality and safety standards established by the CT State Department of Health, CT Consumer Protection Division, the FDA (Food and Drug Administration), the USDA (United States Department of Agriculture), the NSF (National Safety Foundation), UL (Underwriters Laboratory), and OSHA (Occupational Safety and Health Act), whichever is applicable.
MPS may withhold acceptance of or reject any merchandise that is found upon examination not to meet the specification requirements. When rejected, it shall be removed by the vendor within ten (10) days after notification of rejections.

In accordance with the Buy American Provision, the proposer/vendor will be required to provide documentation that all products are manufactured in the United States and that the cost of domestic components must exceed 50% of all the components with the product.

There are 15 locations encompassing Manchester Public Schools, with one school going off line for one year per year over the next three years.

**Product Characteristics:**

Preference will be given to paper products that are chlorine free and certified by the Forest Stewardship Council and Green Seal.

**Present Usage Per Year:**

<table>
<thead>
<tr>
<th>Product</th>
<th>Size</th>
<th># of Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hand foaming soap</td>
<td>6 x 1000ml per case (unit)</td>
<td>185</td>
</tr>
<tr>
<td>2 ply JRT 9”</td>
<td>12/1000’ per case (unit)</td>
<td>740</td>
</tr>
<tr>
<td>White towel</td>
<td>12/1000’ per case (unit)</td>
<td>575</td>
</tr>
<tr>
<td>Scott Coreless Toilet Paper 2 ply</td>
<td>36/1000’ per case (unit)</td>
<td>50</td>
</tr>
</tbody>
</table>

**Dispenser:**

To be installed in a neat and professional fashion by the awarded vendor. The installation will start no earlier than 7/3/17, and finished no later than 8/25/17. The installer will hard fasten to all surfaces; no peel and stick will be acceptable.

All dispensers will be provided free of charge to the MPS with dispensers having a locking device capability. All replacement dispensers and dispenser keys will be free of charge to the MPS, with an expected average replacement of 12-40 per year. All dispensers will meet ADA specifications.

**Types of Dispensers:**

<table>
<thead>
<tr>
<th>Soap</th>
<th>Front Load</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toilet Paper</td>
<td>A: Dual Roll (side by side) (Scott Coreless)</td>
</tr>
<tr>
<td>Toilet Paper</td>
<td>B: Single Roll JRT</td>
</tr>
<tr>
<td>Toilet Paper</td>
<td>C: Dual Roll JRT</td>
</tr>
<tr>
<td>Paper Towel</td>
<td>ADA (non-metal dispenser)</td>
</tr>
</tbody>
</table>

**Brand Substitutions:**

There will be no substitutions of any specified product to this RFP. If this occurs the vendor will void this contract.
Delivery:

The delivery of these products will be drop shipped to one central location free of charge. All orders will be delivered within ten (10) working days of confirmation of order. A two (2) working day notice will be given for delivery date via phone or email as forms of notice. All orders will be 80% completed within the ten (10) working day period (an example: 10 separate deliveries for one product order will be deemed lack of performance). Delays in delivery may result in voiding this contract.

Quality Assurance, Related Support Services and Award Criteria:

Periodically it will be requested by the MPS for usages to be updated.

Other:

1. SDS Materials: Vendor awarded the contract must provide all school locations, the facilities office and the warehouse copies of all Safety Data Sheets in compliance with OSHA’s Hazard Communication Standard, as a service to the district, the vendor will provide SDS.

2. Technical Service Support: Vendor will provide ongoing technical service support regarding products for total life of contract.

3. Prior Performance: Vendor will provide a minimum of three (3) references (name, phone number) for like-size facilities with which the vendor has conducted business and performed similar services as outlined in this RFP. Vendor will provide a list of products provided to references.

4. While cost is a significant factor in determining the award, it is not the only factor and the award will be based upon the lowest responsible vendor. The MPS reserves the sole and unquestionable right to accept other than the lowest priced proposal.

5. Company Representatives – vendor shall include with bid of submission the qualifications of the representative assigned to the MPS. Indicated the relative experience of the assigned representative to trainer who would be used to train district staff.

6. Brand Name: All products submitted must be a recognized national brand. The brand name must appear on the proposal for each item.

7. Dispensers: an inventory of all present soap, toilet paper and paper towels will be supplied upon request. Contact the Buildings & Grounds Department at 860-647-3511.

8. District – The MPS requests to be provide a case sample of the proposed products and dispensers. This is to assure the MPS that the proposed products and dispensers’ quality will satisfy the needs of the MPS. The aforementioned contact person will receive these materials. Provide two (2) samples per product proposed. All products will be returned after contract is awarded.
I/WE, the undersigned, hereby agree to furnish and deliver the requested services at the prices named herein, subject to and in accordance with the Cost Proposal and Specifications, all of which are made a part of this Proposal. I/WE have received the proposal documents and addenda numbered and dated as follows:

Addendum #______ dated __________ Addendum #______ dated __________ Addendum #______ dated __________

Addendum #______ dated __________ Addendum #______ dated __________ Addendum #______ dated __________

Pricing submitted shall reflect net pricing. Any payment for travel time, mileage to and from any jobsite, and/or miscellaneous expenses, will not be allowed.

**PROPOSER INFORMATION**

PROPOSER: ____________________________
(Print Business, Partnership or Corporate Name)

ADDRESS: ____________________________________________
__________________________________________
__________________________________________

SIGNED BY: ____________________________  TITLE: ____________________________
(Authorized Signature)

NAME: ____________________________  DATE: ____________________________
(please print)

TELEPHONE: ____________________________  FAX: ____________________________

FEDERAL TAX IDENTIFICATION NUMBER (FEIN): ____________________________

E-MAIL: ____________________________

**NOTE:** Proposals may not be withdrawn for a period of 90 days after bid opening