

SPECIFICATIONS FOR
MANCHESTER AND GLASTONBURY PUBLIC SCHOOLS
RFP# 017-008 MILK PRODUCTS

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LEGAL NOTICE

**REQUEST FOR PROPOSALS
MANCHESTER & GLASTONBURY PUBLIC SCHOOLS
MILK PRODUCTS
RFP# 017-008**

Manchester and Glastonbury Public Schools will receive sealed proposals in the Office of the Director of Finance and Management, Manchester Public Schools, 45 North School Street, Manchester, Connecticut 06042 for MILK PRODUCTS for Manchester and Glastonbury Public Schools' Food and Nutrition Services Departments until **2:00 p.m. on Wednesday, June 14, 2017**. Proposals may be hand delivered to the above address or directed by U.S. Mail to said office at Manchester Public Schools, 45 North School Street, Manchester, CT 06042.

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 contractors 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/bid. It shall be the responsibility of the proposer to download this information. Manchester and Glastonbury Public Schools (MGPS) 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 and agreement with the general specifications, conditions and requirements of this RFP.
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 RFP, 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 U.S. 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 MGPS 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 and Glastonbury, Connecticut.
8. MGPS 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 MGPS.
9. MGPS 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 MGPS official and/or authorized agent's satisfaction, and all work is certified.
10. MGPS may make such investigation as deemed necessary to determine the ability of the proposer to discharge his contract. The proposer shall furnish MGPS with all such information and data as may be required for this purpose. MGPS reserves the right to reject any proposal if the proposer fails to satisfactorily convince MGPS that he/she is properly qualified by experience and/or does not have the facilities to carry out the work called for herein. Conditional proposals will not be accepted.

11. Specifications cannot be modified by anyone other than the assigned agent for MGPS.
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 APPENDIX A. The contractor shall carry insurance under which Manchester Public Schools and the Town of Manchester, CT, shall be named as 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 Contractor Liability shall be filed with MPS before work is started and contain a ten (10) day written notice of cancellation clause.
13. All work must be scheduled during normal MGPS working hours.
14. The proposer shall be required to submit the AFFIRMATIVE ACTION STATEMENT, APPENDIX B, 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.
15. The proposer shall be required to submit the completed PROPOSER INDEMNIFICATION, APPENDIX C, with their proposal package.
16. The proposer shall be required to submit the completed NON-COLLUSIVE PROPOSAL STATEMENT, APPENDIX D, with their proposal package.
17. There shall be no smoking or other use of tobacco products in any school building nor on school grounds 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.
18. 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 MGPS.
19. **Hold Harmless:** The contractor/insured shall indemnify and hold harmless MGPS 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 MGPS, 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 contractor/insured, any subcontractor, 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.
20. **Contract Form:** If awarded, the contract shall take the form of an award letter or a confirming purchase order issued by Manchester Public Schools. All terms, conditions, instructions, addenda and appendices of this bid shall be incorporated in that letter or purchase order whether specifically referenced in the letter or purchase order or not.

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 and Glastonbury Public Schools' (MGPS) 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, as well as 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 municipal or private sector references for whom recent (3 years or less) similar services were provided.

B. Price Proposal

Proposer 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. MGPS 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. Competitiveness of Price Proposal

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

APPENDIX AINSURANCE 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 Contractor/Insured has self-insured retentions or deductibles under any of the following minimum required coverage, the Contractor/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 Contractor/Insured's sole responsibility.
- C. **Commercial General Liability:** The Contractor/Insured will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor/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.

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor/insured or insured from the Fire Marshal.

- D. **Automobile Liability:** The Contractor/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 contractor/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 contractor/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.

APPENDIX B

**MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042**

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:

Patricia F. Brooks
Assistant Superintendent
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

APPENDIX C

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 his employees, agents, subcontractors or delivery persons, or by faulty, defective or unsuitable material or equipment used by him or them.

STATE OF CONNECTICUT:

COUNTY OF: _____

Signed _____
Contractor

By _____
Name

Street

City/State/Zip Code

Date

Subscribed and Sworn to before me on this
_____ day of _____ 20____

Notary Public

APPENDIX D

MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042

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

APPENDIX E
STATE OF CONNECTICUT DEPARTMENT OF EDUCATION

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title(s) of Authorized Representative(s)

Signature(s)

Date

THIS FORM MUST BE RETURNED WITH ALL OTHER PROPOSAL PAPERWORK

APPENDIX E1

INSTRUCTIONS FOR CERTIFICATION

1. **By signing and submitting this form**, the prospective lower tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. **The certification** in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. **The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded"**, as used in this clause, have the meanings set-up in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042

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 ()

PROPOSER INFORMATION

The Proposer 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)

MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042

SPECIFICATIONS FOR MILK PRODUCTS

The following specifications are for the purchase of milk products by Manchester and Glastonbury Public Schools as outlined below.

The proposer shall insert prices and extensions as required on the Proposal Specifications, refer to page #17. 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, 2018. The MGPS may withhold payment when it is determined that said supplies, materials and equipment do not meet the specified requirements.

Each line item awarded to the proposer shall be for the period commencing with the 2017 school year through June 30, 2018. U.S.D.A. regulations permitting, the MGPS reserves the right to renew this contract with the successful proposer (vendor) to cover two (2) additional years (2018-2019, and 2019-2020, school years). 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 proposer must submit nutritional and ingredient information to MGPS for each item awarded. This information must be submitted to MGPS prior to the first delivery. It is the responsibility of the proposer to inform MGPS of any changes in ingredients or nutritional information of the awarded items throughout the school year.

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 each individual school system according to their needs. All items will be delivered to each individual site (approximately 16 for Manchester and 10 for Glastonbury) and not dropped shipped to one central location.

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 MGPS.

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

All deliveries must be scheduled during normal MGPS school hours. 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 MGPS as ordered during the term of the contract, whether more or less than estimated quantities are shown.

The products of the successful vendor/contractor 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.

MGPS 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.

State of Connecticut, Department of Education requires a signed copy of Certification Regarding Debarment. A signed copy will be required for the proposal to be valid, see APPENDIX D and D1.

In accordance with the **Buy American Provision**, the contractor/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.

PACKAGING AND HANDLING:

All foods must be delivered in a sanitary manner. They shall be packed and covered in a suitable box and/or wrapping so that the contents will be properly protected, and wrapped tightly so as to exclude dirt and moisture. Delivery trucks are to be refrigerated, when applicable, to insure perfect conditions of products upon delivery, and maintained in excellent sanitary conditions and shall be subject to unannounced inspections by the schools and/or State or Local Health Department. The Town Health Office will be considered as the final authority for any questionable delivery. Product must be delivered in a condition suitable for serving. Product damaged due to poor handling will not be accepted, and credit for these products shall be issued to the MGPS. Brand and pack size must be as quoted in proposal package.

THIS IS NOT A PRIMARY VENDOR AWARD. VENDOR AWARD WILL BE BASED ON EACH SEPARATE LINE ITEM.

**FOOD AND NUTRITION SERVICES
MANCHESTER AND GLASTONBURY PUBLIC SCHOOLS**

2017-2018 MILK PRODUCTS

PRICING

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

2017-2018 Milk					
Item	Item #	Unit Cost Fluctuating		Price	
		8 oz	10 oz	8 oz	10 oz
Low fat White Milk – 1 % - 8 oz & 10 oz		2,300	900		
Skim Milk – 8 oz & 10 oz		200	100		
Chocolate Low fat Milk – Fat Free 8oz & 10 oz.		13,000	3,500		
Strawberry Low fat Milk – Fat Free 8 oz & 10 oz		1,600	700		
Vanilla Milk- Fat Free – 8 oz & 10 oz					
Low fat White Milk – ½ Gallon – 1%		30			
Flavored Yogurt - 4 ounce		200			
Plain Lowfat Yogurt – quart		100			
<i>Product must be available by unit</i>					
PC Cream Cheese Cups – 1 ounce		100			
Sour Cream – 5#		100			
<i>Product must be available by unit</i>					
Eggs – dozen – large - cartoned					
Percentage Discount allowed if statement paid in full by 15th of each month _____					