

WEST HARTFORD PUBLIC SCHOOLS
NUTRITION SERVICES 50 SOUTH MAIN STREET WEST HARTFORD, CT 06107

April 5, 2019

Dear Vendor,

Attached please find our Produce bid for the 2019 - 2020 school year. This bid should be completed using prices for **May 13, 2019**. Remit bids to lisa_farah@whps.org, Or mail to the above address by June 3, 2019.

We will request price updates from you on these items on a weekly basis. We require delivery once a week, preferably Monday, but final delivery day is negotiable. Enclosed is a copy of "What You Should Know About the Nutrition Services Purchasing Department". If you have any questions please call me at (860) 561-6679.

Thank you for your interest in West Hartford School Nutrition Services and we look forward to doing business with you this upcoming school year.

Sincerely,

Lisa Hallenbeck-Farah
Administrative Assistant

NUTRITION SERVICES DEPARTMENT
SCHOOL YEAR 2019 - 2020

WHAT YOU SHOULD KNOW ABOUT THE NUTRITION SERVICES PURCHASING DEPARTMENT

1. The Nutrition Services Purchasing Department for the West Hartford School Lunch Program is located at:

50 South Main Street
West Hartford, CT 06107
(860) 561-6679
FAX: 561-6921

The person to contact within this department for the 2019 - 2020 school year is Lisa Farrah, Administrative Assistant.

2. Invoices should reflect correct bid prices.
3. All product information, pricing, bidding and ordering must be done only with the Nutrition Services Purchasing Department. Vendor contracts are the responsibility of the Nutrition Services Department. If a meeting with other departmental units within the Department of Nutrition Services or personnel is desired, our office will make the arrangements. Please call us first.
4. Our purchasing is done on a competitive basis with reputable vendors. Please indicate on your bid if you give a cash discount on monthly invoices.
5. The policy of the West Hartford Board of Education prohibits employees from accepting gratuities in the form of entertainment, gifts or otherwise. It is our policy that wherever possible, these "gifts" or discounts be reflected in our food costs.
6. Send complete shipment of all orders. If items are not available for shipment, this department must be notified immediately and in advance of delivery date.
7. The Nutrition Services Purchasing Department must be notified immediately if delivery days are to be rescheduled.
8. We are requesting our delivery date to be Monday each week, but final delivery day is negotiable. All deliveries must be completed by 1:00 p.m. The delivery person is expected to put the food away in the appropriate location per the School Manager's needs. If deliveries are not completed by 1:00 p.m., Nutrition Services reserves the right to reject any or all of the order.

9. Food deliveries are expected to be made to the proper school as agreed upon when the order was placed. All deliveries must be inspected and signed for by a Nutrition Services employee.
10. Errors in delivery are the responsibility of the vendor. These must be picked up and credited within a reasonable period of time.
11. Perishable foods must be packaged and delivered at proper temperatures that meet all federal and state requirements for food safety and quality.
12. **Section 104(d) of the William F. Goodling Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under NSLP and SBP.**
13. West Hartford Nutrition Services has a right to inspect trucks at any time during the school year.

WEST HARTFORD SCHOOL NUTRITION SERVICES PROPOSAL FORM
PRODUCE

Having read the produce bid specifications prepared by the West Hartford School Nutrition Services for the 2019 - 2020 school year, we propose to furnish the prices as attached.

Cash discount on monthly bills
(If Payment is made no later than the 15th of the following month _____).

Minimum delivery per school (if any) _____.

Please complete this page and return it to:

West Hartford Nutrition Services
Attention: Lisa Farrah
50 South Main Street
West Hartford, CT 06107

Signed: _____

Printed Name: _____

Company: _____

Phone #: _____ Email: _____

Date _____

Indemnification Agreement

The bidder is aware of and agrees that, if awarded the Contract, he is bound by the following indemnification language:

1.1. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford and the West Hartford Board of Education, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments or any name or nature for:

1.1.1. Bodily injury, sickness, disease, or death; and/or

1.1.2. Damage to or destruction of property, real or personal; and/or

1.1.3. Financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including officers, employees, agents, subcontractors or servants of the Town, the Board of Education, or the Contractor, or by the public, which is cause or alleged to have been caused in whole or in part by the act (s) or omission(s) of the Contractor, its officers, employees, agents, or subcontractors, in the performance of the Contract or from the inaccuracy of any representation or warranty of the Contractor contained in the Contract Documents.

1.2. To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify, and hold harmless the Town of West Hartford and West Hartford Board of Education, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any loss, claim, cost penalty, fine or damage that may arise out of the employees or subcontractors to comply with any laws or regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.

1.3 This indemnity shall not be affected by other portions of the Contract relating to insurance requirements.

INSURANCE EXHIBIT

The Contractor shall procure insurance coverage against claims that may arise from, or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The Contractor shall keep all the required insurance in force continuously pursuant to their responsibility described in this contract, including any and all extensions. The Contractor shall pay all costs, premiums, and audit charges earned and payable under the required insurance.

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance:

The insurance required shall be written for not less than the scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. It is agreed that the scope and limits of insurance coverage specified in this exhibit are minimum requirements and shall in no way limit or exclude the Town from additional limits and coverage provided under the Contractor's policies.

1) **Commercial General Liability:**

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations. Contractor shall continue to provide products/completed operations coverage for two (2) years after completion of the work.

2) **Automobile Liability and Physical Damage Coverage:**

\$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

3) **Umbrella Liability:**

\$1,000,000 per occurrence following form.

4) **Workers' Compensation:**

Coverage A / Workers' Compensation: statutory limits as required by the Labor Code of the State of Connecticut.
Coverage B / Employer's Liability: limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee. If the Contractor decides not to procure workers' compensation in accordance with Connecticut law, the Contractor agrees to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor agrees to hold the Town of West Hartford, the West Hartford Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by the Contractor or Contractor's employees during the course of the performance of this contract, however caused.

5) **Personal Property:**

"All risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) brought, used or stored on Town property for the duration of the contract. The deductible shall not to exceed \$1,000. The Town shall not be responsible to the Contractor for any injury or damage caused to the Contractor's property, however caused. All property of the Contractor and its agents shall be brought or maintained on the Town property at the sole risk of the Contractor. To the extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Contractor, its agents, representatives, employees and/or subcontractors.

B. Additional Insured Endorsement:

All liability policies (with the exception of Worker's Compensation) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions as an Additional Insured with respect to liability arising out of or in connection with the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town.

C. Acceptability of Insurers:

Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise deemed acceptable by the Town's Risk Manager.

D. Subcontractors:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

E. Waiver of Subrogation:

Contractor shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the Town. When the Contractor is self-insured, it is agreed that in no event shall the Contractor have any right of recovery against the Town.

F. Claims-Made Form:

If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor shall maintain coverage for the duration of the contract and for the two (2) years following the completion of the contract. Evidence of such coverage shall be provided to the Town thirty (30) days prior to each policy expiration.

G. Aggregate Limits:

If a general aggregate is used, the general aggregate limit shall apply separately to the project or shall be twice the occurrence limit. All aggregate limits must be declared to the Town. It is agreed that the Contractor shall notify the Town with reasonable promptness with information concerning the erosion of limits due to claims paid under the general aggregate during the contract term. If the aggregate limit is eroded, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The Contractor shall pay the premium.

H. Deductibles and Self-Insured Retentions:

Contractor must declare any deductibles or self-insured retentions to the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

I. Notice of Cancellation or Nonrenewal:

For other than non-payment of premium, each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Town. Ten (10) days prior written notice shall be given for non-payment of premium

J. Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1) **Liability Coverages**

- a) The Contractor's insurance coverage shall be primary insurance with respect to the Town. Any insurance or self-insurance maintained by the Town shall be excess of the Contractor's insurance and shall not contribute with it.
- b) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought.
- c) Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town.

K. Verification of Coverage:

The Contractor shall provide the Town with certificates of insurance, declaration pages, policy endorsements or provisions confirming compliance with this exhibit before work commences. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at anytime.

All insurance documents required by this exhibit should be mailed to: Town of West Hartford, Risk Management Division, 50 South Main Street, West Hartford, Connecticut 06107.

L. Failure to Purchase or Maintain Insurance:

If the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required by this exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation, properly attributable thereto.

Initials/ Contractor

Date

Initials/ Town of West Hartford

Date

West Hartford Public Schools

Aiken Elementary School
212 King Philip Drive 06117

Braeburn Elementary School
45 Braeburn Road 06107

Bristow Middle School
34 Highland Street 06119

Bugbee Elementary School
1943 Asylum Avenue 06117

Charter Oak Elementary School
425 Oakwood Avenue 06110

Conard High School
110 Beechwood Road 06107

Duffy Elementary School
95 Westminster Drive 06107

Hall High School
975 North Main Street 06117

King Philip Middle School
100 King Philip Drive 06117

Morley Elementary School
77 Bretton Road 06119

Norfeltd Elementary School
35 Barksdale Road 06117

Sedgwick Middle School
128 Sedgwick Road 06107

Smith Elementary School
64 Saint James Street 06119

Webster Hill Elementary School
125 Webster Hill Blvd. 06107

Whiting Lane Elementary School
47 Whiting Lane 06119

Wolcott Elementary School
71 Wolcott Road 06110

Adopted by Board of Education
on March 20, 2018



Mr. Tom Moore
Superintendent

TOTAL DAYS: 182
First semester - 91
Second semester - 91

School Calendar - 2019-2020

First Semester 91 Days						Important Dates		Second Semester 91 Days																																																												
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Legend: <ul style="list-style-type: none"> ○ Teacher In-service Days (no school for students) { } First Day of School □ Holiday/Vacation * End of Quarter ◇ Snow Make-up Days, if needed 																																																																				

The last day of school is scheduled for June 11.
All snow or emergency days will be made up after this date in order to provide 182 instructional days.

School calendars are posted on the West Hartford Public Schools website at www.whps.org