

**REQUEST FOR PROPOSAL  
MIDDLETOWN BOARD OF EDUCATION**

Sealed proposals, addressed to the Purchasing Agent, Middletown Board of Education, Room 4, 311 Hunting Hill Ave., Middletown, Connecticut 06457 must be mailed and postmarked by **Tuesday May 12, 2020** for the following:

**RFPCAFE 20-02 REVISED**  
**MILK**  
FOR MIDDLETOWN PUBLIC SCHOOLS

Middletown Public Schools (MPS) is seeking to contract for **MILK** for the School Meal Programs throughout the district. This Request for Proposals (RFP) covers the requirements of the Middletown Public Schools listed in the specifications for a period of two years from **August 20,2020 to August 19,2022**.

Proposal documents may be obtained by an email request to the Purchasing Agent at puorro@mpsct.org. Additionally, all questions concerning this proposal should be directed to the Purchasing Agent at the above mentioned email address.

**Proposal Documents may be downloaded directly from**

**[https://www.middletownschoools.org/departments/business\\_office/official\\_bid\\_invitations](https://www.middletownschoools.org/departments/business_office/official_bid_invitations).**

The Middletown Board of Education reserves the right to waive any defect in any proposal and reserves the right to reject any or all proposals or any part thereof. Proposals, amendments to or withdrawals of proposals received after the time set for the receipt of proposals will not be considered.

All proposals are subject to and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the Middletown Board of Education.

Date: **4/28/2020**

Middletown, Connecticut

\_\_\_\_\_  
Christopher Puorro  
Purchasing Agent

## TABLE OF CONTENTS

	Pages
General Instruction and Conditions of RFP	3-7
USDA Clauses and Forms	8-15
General Terms and Conditions of MPS	16-17
Non-Collusive Statement	18
Affirmative Action	19
Equal Employment Opportunity	20
Statement of Qualifications	21-22
Proposal Pages	23-26
Respondent Checklist	27
Appendix A Insurance Requirements	28
Product Specifications Sheet	29

**RFPCAFE20-02 REVISED MILK**  
FOR MIDDLETOWN PUBLIC SCHOOLS  
GENERAL INSTRUCTIONS AND CONDITIONS

Sealed proposals, subject to the general instructions, conditions and specifications as provided, must be mailed to the Purchasing Agent of the Board of Education of Middletown Public Schools (Middletown Public Schools from here on after will be referred to as MPS) at 311 Hunting Hill Road Middletown, CT 06457. Sealed Proposals will be accepted if the proposal is postmarked by the date of May 12, 2020 or earlier. Proposals will not be opened until at least the date of May 19, 2020 in order to give sufficient time for all proposals to be delivered by the Postal Service.

1. **PROPOSALS:**

Proposals are to be submitted on the attached proposal forms. They must be submitted in a sealed envelope. In addition to the sealed hard copy; an electronic copy of the proposal will need to be emailed by the proposal due date and time to **puorrocc@mpsct.org**. An electronic copy of the product specification pages **MUST** be obtained, completed and submitted with your electronic proposal copy; these specification pages can be obtained via an email request to **puorrocc@mpsct.org** or they may be downloaded directly by visiting [https://www.middletownschoools.org/departments/business\\_office/official\\_bid\\_invitations](https://www.middletownschoools.org/departments/business_office/official_bid_invitations)

The sealed envelope must have the Proposer's name and address in the upper left-hand corner and labeled as follows:

- "PROPOSAL DOCUMENT".
- **RFPCAFE20-02 REVISED MILK FOR MPS**

Proposals must be made out and signed in the corporate or other, name of Proposer, and must be fully and properly executed by an authorized person.

Proposals postmarked later than the date specified will not be considered.

Amendments to or withdrawal of proposals received later than the date set for the RFP submission will not be considered.

All spaces must be filled in with figures or words or your proposal may be automatically rejected.

2. **PRICE:**

We are requesting PRICES on all items for the period of **August 20, 2020 to August 19, 2022**. Price is FIXED for one year. Vendor will have an opportunity to refresh pricing at an approximate time of **April 2021**.

3. **TAXES:**

The City of Middletown is exempt from the payment of all excise taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut, such taxes should not be included in the proposal price. Exemption Certificates will be furnished, upon request, to the successful proposer.

4. **AWARD:**

The Purchasing Agent reserves the right to make an award on the proposal with the recommendation from the Superintendent of Schools or his designated representative following proposal evaluations, that best meets the specifications and is deemed to be in the best interest of the Middletown Board of Education.

The Middletown Board of Education reserves the right to make an alternate award if the current vendor cannot meet delivery, quantity or quality requirements.

5. DELIVERY OR LOCATION: As Per Specifications.

6. GUARANTEE OR OTHER:

Contractor is required to maintain a Certificate of Insurance with types and limits indicated in the Insurance requirements section of this proposal (Appendix A).

## **SPECIAL INSTRUCTIONS**

1. This proposal is for **August 20, 2020 to August 19, 2022**. Ninety (90) days prior to the expiration of the resulting agreement, the parties may by mutual agreement, extend them for additional terms.
2. Awards will be based on price (60%), and ingredient/nutritional content (40%). Awards will also be made based on scoring percentages (as listed above) and aggregated total.
3. The Middletown Public Schools reserves the right to make an alternate award if the current vendor cannot meet delivery, quantity or quality requirements.
4. Quantities are estimates only and are based on past usage. No quantities are guaranteed.
5. We require that suppliers certify the percentage of U.S. content in products supplied to us. By signing this solicitation your company makes the assurance that the items offered with the proposed pricing on this solicitation are grown and processed domestically, or contain at a minimum of 51% domestically grown products in accordance to 7 CFR210.21(d). Non-domestic food products may be considered provided that the costs of a US product, when available, are significantly higher.
6. Proposers are expected to propose on all items, as well as CLEARLY show their Product Code Number for each item, and to fill out both case price and unit or pound price, if applicable.
7. Minimum shipment requirements could affect your ability to be awarded any items.
8. Items you wish to offer as a substitute must be clearly written on the line below the MPS requested item. All information must be provided including manufacturer, description, manufacturer's product code, size, item pack and distributor's product code. NO substitution will be considered without nutritionals and ingredient list which are due at submission time. Samples of items may be required after proposal analysis. If samples are not received within ten (10) days of the written request, MPS reserves the right to award that item to another proposer.
9. Items may not be substituted at delivery without prior approval from the Food Service. Items substituted without prior approval will be returned. This includes not only change in manufacturer but any change in the package size.
10. Label, nutritional and ingredient information on all products must be made available within fifteen (15) days of the award.

11. There will be NO substitution on the Commodity items. Proposals on those items will be rejected if substitutions are made.
12. Fuel surcharges will NOT be allowed.
13. Three (3) references should be provided from schools in Connecticut of similar size.
14. MPS is currently receiving most items on Tuesday. MPS may consider deliveries on other days, subject to operational needs and incentives offered.
15. MPS estimates that they will serve **2,544 lunches and 1,537 breakfasts daily in the 2019-2020 school year.**

**MINIMUM SPECIFICATIONS FOR RFPCAFE20-02 REVISED MILK  
FOR THE MIDDLETOWN PUBLIC SCHOOLS**

**INTENT:** It is the intention of these specifications to cover all labor, material, tools, fuel, equipment and other appliances or services required to complete work herein specified and/or described in the accompanying agenda.

**DELIVERIES AND COOLER REQUIREMENTS BY SITE LOCATIONS:**

School Name	Address	Delivery days	Number of milk coolers required	Cooler Required by Capacity
BIELEFIELD SCHOOL	70 Maynard Street	Twice per week	1 1	16 crate 8 crate
FARM HILL SCHOOL	390 Ridge Road	Twice per week	1	12 crate
LAWRENCE SCHOOL	Kaplan Drive	Twice per week	1	12 crate
MACDONOUGH SCHOOL	66 Spring Street	Twice per week	1	12 crate
VAN BUREN MOODY SCHOOL	300 Country Club Road	Twice per week	1	8 crate
WILBERT SNOW SCHOOL	299 Wadsworth Street	Twice per week	1	16 crate
SPENCER SCHOOL	207 Westfield Street	Twice per week	1	16 crate
WESLEY SCHOOL	Wesleyan Hills Road	Twice per week	1	8 crate
KEIGWIN MIDDLE SCHOOL	99 Spruce Street	Twice per week	1	12 crate
WOODROW WILSON MIDDLE SCHOOL	370 Hunting Hill Avenue	Twice per week	2	8 crate
MIDDLETOWN HIGH SCHOOL	200 LaRosa Lane	Twice per week	4	8 crate

**DELIVERIES:**

Prices shall include complete cost of inside delivery and all deliveries shall comply in every respect with all applicable laws of the Federal Government and or the State of Connecticut. These items will be used by a municipality and should be free from all local, state and federal excise taxes.

The Contractor shall accept and deliver any emergency order on short notice.

Should any agency in the Middletown School System have a requirement for these food products during the term of the contract, the Contractor shall be required to furnish and deliver grocery products specified herein.

**DELIVERY CRITERIA:**

Deliveries shall be made and off loaded to the designated receiving area of individual schools (inside) between the hours of **6:30AM and 1:30PM** as negotiated with the Food Service Director of Middletown Public Schools. All deliveries must be off-loaded by 1:30 pm. Only Food Services or Facilities Personnel may accept and sign for product. Other personnel are not permitted to sign for product and payment for product may not be made should this occur or an unsigned invoice is received.

Any product delivered in an **UNACCEPTABLE** condition (dented can or box, ripped or open container, etc.) **MUST** be picked up when the next delivery is made to that school district, since items received in this condition could result in contaminated food.

Middletown Public Schools will not accept any deliveries on snow days.

**QUALITY:**

We require that suppliers certify the percentage of U.S. content in products supplied to us. By signing this solicitation your company makes the assurance that the items offered with the proposed pricing on this solicitation are grown and processed domestically, or contain at a minimum of 51% domestically grown products in accordance to 7 CFR210.21(d). The District/State agency/Territory participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

Foreign food products may be considered provided that the costs of a US product, when available, are significantly higher. These foreign items must be listed clearly on a **separate** line item.

**ORDERS:**

All orders will be placed directly with awardees by telephone, FAX, computer devices or sales appointments at locations, by the Food Service Director or Kitchen Managers. Emergency deliveries will be delivered within a reasonable period of time.

**INVOICES AND STATEMENTS:**

Invoices for the purchases of food items made by schools are paid for by the Food Service Department of the Middletown Public Schools. In order to facilitate the handling of these invoices, all vendors must adhere to the following instructions:

- a. Name of school must be listed on each invoice.
- b. All items on delivery tickets must be billed according to proposal/quote.
- c. All vendors must issue delivery tickets and credit memos in duplicate and both copies must be signed by the individual school cafeteria manager/staff.

- d. All vendors shall forward monthly statements for each school directly to Middletown Public School by the fifth working day of the month following purchase.
- e. All delivery tickets supporting monthly statements must be exact in agreement with the copy of delivery tickets left with manager. If, for any reason, it is necessary to make a change on the delivery ticket (an additional charge or credit), a credit or debit memo shall be issued.
- f. All cancellations or merchandise returns must be recorded by the driver on both copies of delivery tickets or pick-up tickets. Credit slips must be sent with invoices when products are being picked up.
- g. All bills will be paid within thirty (30) days of date of invoice.

**CLEANLINESS:**

The grocery products of the Contractor shall be subject to inspection at all times, and if production, storage or transportation methods and/or sanitary conditions are found to be unsatisfactory and/or products failing in requirements in the opinion of the Food Service Director, the contract will be subject to cancellation.

The MPS retains the right to immediately obtain any item from another Contractor if deliveries are deemed unsanitary, delivered late on a consistent basis or the product(s) do not meet specifications.

**COMPLAINTS/DISPUTES:**

The Contractor shall be required to have representatives available at reasonable times to investigate Middletown Public Schools complaints and advise on use of Contractor's items and/or commodities. The name, address, and phone number of such representative shall be listed on the proposals. In the event of any dispute concerning Groceries and Commodities, the Superintendent of Schools, or his designated representative's judgment shall be final.

## USDA Clauses for Non-Profit School Lunch Programs

### 8.1 Civil Rights

- A. The Awarded Vendor shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the USDA issued there under and any additions or amendments thereto. The AWARDED VENDOR shall assure the SFA that it is an equal opportunity employer and does not discriminate on the basis of race, color, creed, gender, physical or mental disability, or any other classification protected by state and federal anti-discrimination statutes. The AWARDED VENDOR shall provide personnel for its obligations under the Contract who have the necessary qualifications.

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR §§ 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

"By accepting this assurance, the program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

- B. The SFA and the Awarded Vendor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR § 60). [Appendix II to § 200 (C)]
- C. The Awarded Vendor and the SFA shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- 8.2 Contract Work Hours and Safety Standards Act: The Awarded Vendor and its employees shall comply with all wage and hours of employment requirements of federal and state laws and regulations, including the Contract Work Hours and Safety Standards Act, Appendix II to § 200 (E). All employees of the Awarded Vendor shall be paid in accordance with the Fair Labor Standards Act, as amended and any other applicable statutes. In addition, the Awarded Vendor will comply with all applicable federal and state employment statutes, including those statutes pertaining to labor relations.



- 3.1** Davis-Bacon Act. In performance of this contract, the Awarded Vendor shall be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) and Copland "Anti-Kickback" Act (40 U.S.C. 3145)
- 3.2** Debarment and Suspension. The Awarded Vendor shall complete and submit to the SFA the Certification Regarding Debarment. The certification must accompany any additional one-year renewals. Debarment, Suspension, Ineligibility and Voluntary Exclusion, 2 CFR § 180 as adopted and modified by USDA regulations at 2 CFR § 417 - The SFA must check the Excluded Parties List System (EPLS), collect a certification, or include a clause in the contract. [Appendix II to CFR § 200 (H)]
- 3.3** Byrd Anti-Lobbying Amendment. Pursuant to section 1352, Title 31, US Code, the AWARDED VENDOR shall complete and submit a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities to the SFA. These certifications must accompany any additional one-year renewals. [Appendix II to CFR § 200 (I)]
- 3.4** Rights to Inventions Made Under a Contract or Agreement. In performance of this contract, the Awarded Vendor shall comply with the requirements of 37 CFR Part 401.

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

SFAs are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at 2 CFR 200.212 by doing any one of the following:

- Checking the Excluded Parties List found at the **System for Award Management [www.SAM.gov](http://www.SAM.gov)**;
- Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own;
- Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant;
- Sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-866-705-5711 or visit their website at <https://eupdate.dnb.com/requestoptions.asp>. There is no charge for a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance...

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 2 CFR 200.212 Suspension and Debarment. The regulations were published as Part III of the December 26, 2013, Federal Register (pages 78590-78691). Copies of the 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.

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Organization Name

PR/ Award Number or Project Name

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

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Signature(s)

Date

## Debarment/Suspension

### Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side 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 out 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 Nonprocurement 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.

## CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contract Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Submitting Official

\_\_\_\_\_  
Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure) Approved by OMB 0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For material change only:</b> year _____ quarter _____  Date of last report: _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Tier _____, if known:  Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip Code: _____ Congressional District, if known: _____		
<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip Code: _____ Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b> Prefix: _____ Last Name: _____ First Name: _____ Middle Initial: _____ Company Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip Code: _____		
<b>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b> Prefix: _____ Last Name: _____ First Name: _____ Middle Initial: _____ Company Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip Code: _____		
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b>	



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



For more information, visit the Connecticut State Department of Education's (CSDE) [School Nutrition Programs](#) webpage or contact the [school nutrition programs](#) staff in the CSDE Bureau of Health/Nutrition, Family Services and Adult Education, 450 Columbus Boulevard, Suite 504, Hartford, CT 06103.

*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.*

*Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.*

*To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:*

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442;
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

*This institution is an equal opportunity provider.*

*The Connecticut State Department of Education is committed to a policy of equal opportunity/affirmative action for all qualified persons. The Connecticut Department of Education does not discriminate in any employment practice, education program, or educational activity on the basis of age, ancestry, color, criminal record (in state employment and licensing), gender identity or expression, genetic information, intellectual disability, learning disability, marital status, mental disability (past or present), national origin, physical disability (including blindness), race, religious creed, retaliation for previously opposed discrimination or coercion, sex (pregnancy or sexual harassment), sexual orientation, veteran status or workplace hazards to reproductive systems, unless there is a bona fide occupational qualification excluding persons in any of the aforementioned protected classes.*

*Inquiries regarding the Connecticut State Department of Education's nondiscrimination policies should be directed to: Levy Gillespie, Equal Employment Opportunity Director/Americans with Disabilities Coordinator (ADA), Connecticut State Department of Education, 450 Columbus Boulevard, Suite 607, Hartford, CT 06103, 860-807-2071, [Levy.gillespie@ct.gov](mailto:Levy.gillespie@ct.gov).*

## GENERAL TERMS AND CONDITIONS

Any prospective respondents must be willing to adhere to the following conditions and must positively state their compliance to them in the proposal document.

1. Acceptance or Rejection by the Middletown Board of Education - The Middletown Board of Education reserves the right to accept and or reject any or all proposals submitted for consideration or to negotiate separately in any manner necessary to serve the best interests of the BOE. Respondents whose proposals are not accepted shall be notified in writing.
2. Ownership of Proposals - All proposals submitted in response to this RFP are to be the sole property of the Middletown Board of Education and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).
3. Ownership of Subsequent Products - Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the Middletown Board of Education unless stated otherwise in the RFP or contract.
4. Timing and Sequence - Timing and sequence of events resulting from this RFP will ultimately be determined by the Middletown Board of Education.
5. Stability of Proposed Prices - Any price offering from interested vendors must be valid for a period of one hundred twenty (120) days from the due date of the proposals.
6. Oral Agreements - Any alleged oral agreement or arrangement made by a consultant with any agency or employee will be superseded by the written agreement.
7. Amending or Canceling Requests - The Middletown Board of Education reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interest of the BOE to do so.
8. Rejection for Default or Misrepresentation - The Middletown Board of Education reserves the right to reject the proposal of the consultant which is in

default of any prior contract of for misrepresentation.

9. BOE's Clerical Errors in Awards - The Middletown Board of Education reserves the right to correct inaccurate awards resulting from its clerical errors.
10. Rejection of Qualified Proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
11. Changes to Proposal - No additions or changes to the original proposal will be allowed after submittal.
12. Collusion - By responding, the consultant implicitly states that the proposal is not made in connection with any competing vendor submitting a separate response to the RFP, and is in all respect fair and without collusion or fraud. It is further implied that the consultant did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the Middletown BOE participated directly or indirectly in the vendor's proposal preparation. The respondent shall be required to complete and submit the Non-Collusive Statement incorporated herein with their proposal.
13. Contract Requirements - A formal contractual arrangement will be entered into with the vendor selected as per the Middletown Board of Education's standard form of Agreement. The contents of the proposal submitted by the successful respondent and the RFP will become part of any contract award.
14. Rights Reserved to the Middletown Board of Education - It is the intent of the BOE to award one (1) contract to the responsible bidder(s) submitting the most qualified proposal to furnish the services complying with these specifications providing that there are sufficient funds available to award this contract.  
  
The Middletown Board of Education reserves the right to award in part, to reject any and all proposals in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the BOE will be served. However, the BOE shall reserve the right to make award(s) based upon whatever is in the best interest of the BOE.  
Partial Bids – Partial Bids will not be accepted.



15. Termination - If Vendor fails to fulfill its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the BOE deems that the Vendor's conduct could have a negative effect on the reputation of the BOE, the BOE shall have the right, in its sole discretion, to terminate this Agreement immediately. The BOE also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the BOE shall have no obligation to pay Vendor for services not performed or goods not received. "

16. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in **writing**, and emailed to the **Purchasing Agent, Board of Education, 311 Hunting Hill Ave, Middletown, Connecticut 06457. These questions shall be emailed to [puorroc@mpsct.org](mailto:puorroc@mpsct.org).**

To receive consideration, such questions shall be submitted in writing. **Deadline for submission of questions is Wednesday May 06, 2020 by Noon (EST).** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Purchasing Agent to determine the equality or suitability of the product or method. In general, the Purchasing Agent will neither approve nor disapprove particular products prior to the opening of the proposal; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Agent will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Agent will post said addenda to the BOE website at [https://www.middletownschoools.org/departments/business\\_office/official\\_bid\\_invitations](https://www.middletownschoools.org/departments/business_office/official_bid_invitations). Non-receipt of said Addenda shall not excuse

compliance with said addenda. It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Agent from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

**It is the responsibility of each bidder to visit our website at [https://www.middletownschoools.org/departments/business\\_office/official\\_bid\\_invitations](https://www.middletownschoools.org/departments/business_office/official_bid_invitations) to view additional information and/or acknowledge any addenda's issued prior to submitting a bid/proposal.**

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

17. Certificates of Insurance - The selected firm shall be required to provide appropriate Certificates of Insurance as indicated in the Attachment "Insurance Requirements".

18. Withdrawal of Proposals - Negligence on the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

19. Assigning, Transferring of Agreement - The successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement of its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the BOE.

20. Cost of Preparing Proposal - The BOE shall not be responsible for any expenses incurred by the organization in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

21. Affirmative Action - Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Commission of Human Rights and Opportunities (CHRO).

**CITY OF MIDDLETOWN CONNECTICUT**

**NON-COLLUSIVE BID STATEMENT**

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder 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 bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

## CHAPTER 26, CONTRACTS

### ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

#### **26-1 Contract Provisions Required**

Every contract made by or on behalf of the Middletown Board of Education for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

#### **26-2 Enforcement Officer**

The Director of Equal Opportunity and Diversity Management, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

#### **26-3 Provisions to be Included**

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Office of Equal Opportunity and Diversity Management Director:

The contractor agrees and warrants that in the performance of this contract he or she will not discriminate or permit discrimination against any person or group of persons on the grounds of age, ancestry, color, genetic information, learning disability, marital status, past or present history of mental disability, intellectual disability, national origin, physical disability, including, but not limited to blindness, race, religious creed, sex, including pregnancy, transgender status, gender identity or expression, sexual orientation, workplace hazards to reproduction systems, political belief, military or veteran status, or criminal record in accordance with §46a-60(a)(1), 46a-80(b), or 46a-81(b) of the Connecticut General Statutes. Unless provisions are controlling or there is a bona fide occupational qualification excluding persons in one of the above protected groups, in any manner is prohibited by the laws of the United States or of the State of Connecticut and the City of Middletown. In addition, the Connecticut Fair Employment Practices Act, Connecticut General Statutes §46a-51 et seq., (CFEPA), not only prohibits discrimination based on actual physical disability, but also applies to discrimination based on perceived physical disability. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

#### **26.4 Notices to be posted on project site.**

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

#### **26.5 Subcontractors and Suppliers**

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

#### **26.6 Effect on other laws**

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

**(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13, 2/4/16)**

STATEMENT OF BIDDERS COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY  
LAWS AND REGULATIONS INCLUDING EXECUTIVE ORDER NO. 3 AND NO. 17

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

To the extent required by law, the Bidder will fully comply on this project with all applicable laws and regulations regarding equal employment opportunities for minorities and women, and Governor's Executive Order No. 3 and No. 17 of the State of Connecticut.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_

(title)

My commission expires \_\_\_\_\_, 20\_\_.

**STATEMENT OF PROPOSER'S QUALIFICATIONS FOR RFPCAFE20-02 REVISED**

This Statement of Proposer's Qualifications is to be submitted by the Proposer at the time of the proposal. All questions must be answered and the data given must be clear and comprehensive. The proposer may submit any additional information he/she desires. It is understood that when the MPS has executed an Agreement, to which these General Conditions are a part, it is in part done upon the reliance of the answers provided herein by the Proposer or the agent of the Proposer.

1. Firm

Name: \_\_\_\_\_

2. Permanent main office

Address: \_\_\_\_\_

3. Type of ownership: Minority Owned \_\_\_\_\_ Yes \_\_\_\_\_ No

4. Year

Established?: \_\_\_\_\_

5. If a corporation, where incorporated: \_\_\_\_\_

6. How many years have you been engaged in business under your present firm name? \_\_\_\_\_

7. Former firm

name?: \_\_\_\_\_

8. Personnel: Total \_\_\_\_\_ Total licensed or certified \_\_\_\_\_

9. Have you ever failed to complete any contract awarded to you? If so, where and why?

\_\_\_\_\_

\_\_\_\_\_

10. Have any of your service contracts ever been terminated? If yes, please state reason:

\_\_\_\_\_

\_\_\_\_\_

11. List at least 3 references that are school districts - for similar work performed within the past Five (5) Years, Including the Name and Location of Municipality/School District and Location; Contact Person and Telephone Number:

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12. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Middletown Public Schools, in verification of the recitals comprising this Statement of Proposer's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 202\_

Name of Proposer: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SUBMIT WITH PROPOSAL**

**AGREEMENT FOR RFPCAFE20-02 REVISED MILK  
FOR THE MIDDLETOWN PUBLIC SCHOOLS**

This AGREEMENT, made as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the  
**Middletown Public Schools, hereinafter called the "CITY" and**  
\_\_\_\_\_ **hereinafter called the "CONTRACTOR"**.

WHEREAS, the City is desirous of engaging a Contractor for Groceries and Commodities; and

WHEREAS, the Contractor is in the business of providing such items/services;

NOW THEREFORE, the parties mutually agree as follows:

- 1) AGREEMENT OF THE PARTIES: The City hereby contracts for, and the Contractor hereby agrees to provide all items for Groceries and Commodities, including delivery, under the direction of the Food Services Director or her designated representative, at the locations specified by the City, as requested.
- 2) SCOPE OF SERVICES: The Contractor shall perform all of those duties and responsibilities as listed in the attached minimum specifications.
- 3) In the event of any dispute concerning Groceries and Commodities, the City of Middletown's judgment shall be final.
- 4) The agreement shall begin upon agreement signing and end August 19, 2022 unless extended or terminated.
- 5) A. The City shall pay the Contractor:

In accordance with the proposal pages.

- 6) AUDITS: At any time during normal business hours, and as often as maybe deemed necessary, the Contractor shall make available for examination of all records with respect to all matters covered by this Agreement and will permit authorized City, State, and/or Federal Officials to audit, inspect, examine and make excerpts or transcripts, from such records and to make audits of all contracts, invoices, payrolls, and other data relating to all matters covered by this Agreement.
- 7) It is understood that under this Agreement, the services of the Contractor shall be as an independent Contractor and not as an employee of the City or MPS, and that persons employed by said Contractor providing services under this Agreement shall be the employees of the Contractor and not of the City or MPS.

- 8) The Contractor shall assume full responsibility for conforming to all requirements for their products and save the City and its Agents harmless from any and all claims that could arise in such operations.
- 9) INSURANCE: The Contractor shall provide and maintain a Certificate of Insurance for the duration of this Agreement naming the City of Middletown or MPS as ADDITIONAL INSURED and with the types and limits stated in the Insurance Requirements section (Appendix B).
- 10) TERMINATION: The City or the Contractor shall have the right without cause to terminate within ninety (90) days following the written notification to the other party to that effect by Certified Mail or personal delivery by agent, and upon the expiration of said ninety (90) day period, this Agreement shall be null and void and all rights established herein shall end and terminate. It shall not be necessary for either party to state a reason for such termination.
- 11) The RFP DOCUMENTS are hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

CONTRACTOR:

\_\_\_\_\_ Date: \_\_\_\_\_

Duly Authorized

CITY OF MIDDLETOWN:

\_\_\_\_\_ Date: \_\_\_\_\_

Dr. Michael Conner, Superintendent of Schools  
Duly Authorized



**PROPOSAL**  
**RFPCAFE20-02 REVISED**  
**MILK**  
MIDDLETOWN PUBLIC SCHOOLS

Due Date: **May 12, 2020**

TO: Christopher Puorro  
Purchasing Agent  
311 Hunting Hill Ave  
Middletown, CT 06457

The undersigned, \_\_\_\_\_, doing business in the City/Town of \_\_\_\_\_, in the State of \_\_\_\_\_, submits herewith, in conformity with the general instructions, conditions and specifications for the following proposal:

**Attached specification excel spreadsheet to be submitted as part of these Proposal pages.**

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**Do you require a minimum drop size?**

\_\_\_\_\_ Yes      \_\_\_\_\_ No (If yes, state the minimum requirement: \_\_\_\_\_)

**Do you offer any incentives?    Yes \_\_\_    No \_\_\_    If so, please explain: \_\_\_\_\_**

**a. What incentive would you offer for online ordering? \_\_\_\_\_**

**b. What incentive would you offer for quick payment?**

**10 days from invoice date** \_\_\_\_\_

**15 days from invoice date** \_\_\_\_\_

**Payment by credit card** \_\_\_\_\_

**c. What incentive would you offer for drop size consolidation? \_\_\_\_\_**

**d. What rebates or other discounts/incentives are available to Middletown Public Schools?**

What is your procedure for substitutions? \_\_\_\_\_

-----  
Receipt of Addenda is Acknowledged:

No.: \_\_\_\_\_ Dated: \_\_\_\_\_

No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

By: \_\_\_\_\_

(Please print or type)

Title

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_ Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

-----  
PLEASE NOTE: All spaces must be filled in with figures or words or your proposal will be automatically rejected.

**RESPONDENT CHECKLIST**

We have submitted all required documents as stated in the following sections and/or proposal document for your review:  
**\*The Bidder understands and agrees that the Respondent Check-List is being provided merely as a general guide and shall not be used to determine whether a bid submittal is deemed complete. The Bidder remains solely responsible for ensuring that all required forms as set forth in the bid document are submitted timely with their bid proposal.\***

- \_\_\_\_\_ USDA Required Forms
  - Certification Regarding Debarment/Suspension (Page 10)
  - Certification Regarding Lobbying (Page 12)
  - Disclosure of Lobbying Activities (Page 13)
- \_\_\_\_\_ Non- Collusive Statement (Page 18)
- \_\_\_\_\_ Equal Employment Opportunity Statement (Page 20)
- \_\_\_\_\_ Statement of Proposers Qualifications (Pages 21-22)
- \_\_\_\_\_ Proposal Pages (Pages 23-26)
- \_\_\_\_\_ Product Specification Sheet (Page 29)
- \_\_\_\_\_ **One (1)** Hard Copy of Full Proposal
- \_\_\_\_\_ **One (1)** Electronic Copy of Full Proposal (Electronic Product Specification Sheets Included)

<b>THE PROPOSAL MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED</b>	
_____	_____
COMPANY NAME	SIGNATURE AND TITLE

**RFPCAFE20-02 REVISED MILK**

**Insurance Requirements**

Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Middletown and the Middletown Board of Education as Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation.

Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the City of Middletown.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Middletown Board of Education prior to contract issuance. Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City.

Middletown Public Schools

RFP-CAFE20-02 REVISED Milk

All bidding vendors should complete columns A, B, C and D **ONLY** on the electronic version of this specification sheet.

A		B	C		D		
Vendor Item Code	Product Description	servings per pack	size	Est Usage per Pack	Bid Price per Pack	Cost per Serving	Aggregate Usage Case Total
	chocolate milk fat free	50	8 oz	5,862			
	equivalent:			5,862			
	1% milk low fat	50	8 oz	4,991			
	equivalent:			4,991			
	Skim milk fat free	50	8 oz	392			
	equivalent:			392			
	Lactaid (free) milk fat free	12	8 oz	384			
	equivalent:			384			
	Half and Half Pints	12	16 oz	12			
	equivalent:			12			
				Totals			
<p>If the product offered does not meet the stated specifications please provide the equivalent products specifications on the line provided below each bid item.</p>							