

REQUEST FOR PROPOSAL

Posted May 11, 2017

Manchester School District School Food and Nutrition Services Ice Cream 2017-2018

Due:

Thursday, June 1, 2017

No later than 12:00 Noon

Deliver to:

Director of Food and Nutrition Services

Manchester School District

195 McGregor St, Suite 201

Manchester, NH 03102

603-624-6300

Website:

www.mansd.org

I. PURPOSE

The Manchester School District Food Service Department is currently seeking proposals for **Ice Cream** for the 2017-2018 school year as described on the attached proposal forms.

II. INSTRUCTIONS TO PROPOSERS

A. All Proposals must be submitted to:

Jim Connors
Manchester School District
195 McGregor St, Suite 201
Manchester, NH 03102

- B. Questions or comments regarding this proposal shall be directed in writing to Jim Connors via mail at the above address, or via e-mail at jconnors@mansd.org and received **no later than Thursday, May 18, 2017**. All questions including the School District's responses will be posted on the School District website for all prospective bidders. All questions and responses pertaining to the RFP and/or any RFP amendments will be posted to the School District's website at www.mansd.org by **Tuesday, May 23, 2017**. It is the proposer's responsibility to check the website prior to the submittal deadline to ensure they have the most up to date information pertaining to the RFP.
- C. All proposals must be submitted in a sealed envelope and clearly marked in the lower left hand corner "**RFP – Ice Cream**". The outside of the sealed envelope should also include the vendor's name. All proposals must be received **no later than 12:00 Noon on Thursday, June 1, 2017** at the address listed above.
- D. The District is not responsible for RFPs not properly marked as directed above.
- E. Proposers must identify the name, address, phone number, and email address of the contact person to respond to questions related to the quote.
- F. One (1) original and one (1) copy of the proposal must be submitted.
- G. **No** late, telephone, fax or e-mail submissions or modifications to proposals will be accepted.
- H. A proposal may be withdrawn and resubmitted if done prior to the above deadline. Such request for withdrawal shall be in writing.
- I. RFPs that are incomplete, not properly endorsed or signed or otherwise contrary to these instructions may be rejected by the District. The RFP must be filled out completely and accurately.
- J. Proposals must be complete and include all forms listed in the "**Contents of Proposal**" section.
- K. Costs incurred for the preparation of a proposal in response to the RFP shall be the sole responsibility of the vendor submitting the proposal.

III. TERM

- A. Prices are to be firm for the period of September 1, 2017 through August 31, 2018 inclusive. Price escalations based on the elimination of manufacturer's allowances will not be honored.
- B. Vendor will not charge delivery fees or fuel charges on any deliveries.

IV. REQUIRMENTS OF COMPANY

- A. Guarantee of delivery of products to the Manchester School District's 4 Middle schools, 4 High Schools, Central Commissary, and 12 elementary schools as needed.
- B. Guarantee that the products supplied will be free of all defects and that replacement for unsatisfactory products will be made at the bidder's own expense.
- C. Products will be delivered in appropriate vehicles consistent with Manchester Health Department requirements and industry standards.
- D. Vendor will provide an account representative to service the account and address any concerns in a timely manner.
- E. If vendor subcontracts delivery duties or sells routes to a third party, vendor will provide written proof that the third party is in compliance with the provisions of section VI of the "General Bidder Certification and Disclosures" form.
- F. Vendor will notify the School District of any change in third party delivery agent or route sale prior to any such change.
- G. Vendor will provide each school with the necessary refrigeration equipment for the storage of it's company's products.
- H. Vendor will provide delivery calendar, ordering instructions, and the necessary training in the use of any ordering system prior to **September 1, 2017**.
- I. Vendor is expected to pass on all rebate and coupon information to the Manchester School District.
- J. Vendor will upon receipt of a recall notice from a manufacturer or government agency, notify the School Food Service Director via email. Appropriate credit must be given for recalled products.

V. CONTENT OF PROPOSALS

Each proposal shall be required to include:

- A. Complete attached "**Bid Forms**":
 - 1. General Bidder Certifications and Disclosures
 - 2. Certificate of Non-Collusion
 - 3. Certificate of Tax Compliance Attestation Clause
 - 4. Certificate of Non-Exclusion

- B. Unit prices and description for each line item. All items must be bid in case pack and size indicated.
- C. Unit prices must include delivery to each of the schools.
- D. Please provide a description of equipment that will be provided for storage and /or merchandising of products
- E. Please provide a proposed list of products, with pricing, that are compliant with the USDA "Smart Snack" regulations.
- F. All products must be peanut and tree nut free.
- G. Please provide any other information regarding your ice cream program that would assist us in our selection process.
- H. Please indicate proposed delivery schedules
- I. Bidders must indicate brands proposed and be prepared to provide a sample if requested.
- J. Vendors will abide by the USDA "Buy American" provision.

VI. SELECTION

Proposals will be evaluated by Food Service Director, Jim Connors and Business Administrator, Karen DeFrancis as well as other members of the District staff as deemed appropriate. The District administration intends to make a recommendation for contract award to the Board of School Committee for consideration at its June 26, 2017 meeting.

All participating vendors will be notified of the results in writing after an official contract award has been made.

Selection criteria will include the item's quality and price, the bidder's ability, capacity and reputation and the overall clarity and responsiveness of the proposal to this RFP.

Proposers are encouraged to provide any additional information about their services, firm, customer service program, management structure, and capabilities as may assist the District in its review.

The Superintendent of Schools may elect to conduct interviews with any or all of the bidders. The final recommendation rests with the Superintendent of Schools as she may deem to be it the best interest of the Manchester School District.

The Manchester School District, at its sole discretion, reserves the right to accept any proposal, in whole or in part, waive minor inconsistencies and/or to negotiate further any terms of the proposal in achieving the best results for the School District.

The Manchester School District reserves the right to waive or disregard any informality, irregularity or deficiency in any proposal received.

The District reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in the Manchester School District's sole judgment best meets the requirements of the project.

The District will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of this vendor.

The Manchester School District reserves the right to split the award between multiple vendors when in the best interest of the District.

The District reserves the right to reject any vendor's RFP submission due to past contractual or performance issues with the District.

The Manchester School District reserves the right to accept or reject any or all proposals and to cancel this RFP in whole or in part upon written or published notice of intent to do so.

The Manchester School District or its designee anticipates entering into a contract with the respondent who submits the proposal judged by the Superintendent of Schools to be most advantageous.

The respondent understands that this RFP does not constitute an offer or a contract with the Manchester School District. A contract shall not be deemed to exist and is not binding until proposals are reviewed, the bidder has been selected, negotiations with the bidder have been completed, and agreement has been executed by parties and approved by the Board of School Committee.

In the event the parties are unable to negotiate final terms, the Superintendent of Schools may determine to accept the offer of the bidder deemed by the Superintendent to be the second most responsive and responsible bidder.

The Manchester School District may reject any or all proposals for any reason, should it be deemed in the best interests of the School District to do so.

The School District also reserves the right to abandon the project or to solicit and re-advertise for other proposals.

The District further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the Manchester School District may request.

The RFP creates no obligation on the part of the District to award a contract or to compensate the proposer for any costs incurred during proposal presentation, response, submission, presentation, or oral interviews (if held). The District reserves the right to award a contract based upon proposals received without further discussions or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.

Proposers must specifically identify any portions of their submittals deemed to contain confidential or proprietary information, or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not necessarily be conclusive, and proposers may be required to justify why the Manchester School District should not, upon written request, disclose such materials.

Each Proposer agrees and guarantees that the service offered conforms to the specifications listed and that the final determination of whether or not it does conform rests solely within the discretion of the Manchester School District.

Upon acceptance of this proposal, the terms, conditions and specifications of this Request for Proposal shall become part of the "contract" as well as any additional documents that may be

issued by the District, or any documents that may be developed in conjunction with the Proposer.

Acceptance of a proposal shall be contingent upon the Proposer executing a written contract in a form acceptable to the District.

The contractor must maintain liability insurance in an amount and in form sufficient for the Board of School Committee.

The Board of School Committee will make the final selection regarding the contract award as recommended by the selection committee and what selection they deem is in the best interest of the Manchester School District.

VII. ASSURANCES

By responding to this RFP, each proposer assures the District that, if selected as a Company, they will comply with all provisions of this RFP and the Company's proposal throughout the term of the contract

COMPANY _____

DATE _____

SIGNATURE _____

PHONE _____

General Bidder Certifications and Disclosures

Firm Name: _____

Business Address: _____

Telephone No.: _____ Date of Proposal: _____

I. Criminal and Civil History. By submission of this proposal, the Proposer hereby certifies under oath that the Proposer, its directors, partners, principal officers and key employees have no criminal convictions or adverse civil judgments.

Yes _____ No _____

If the answer is "no", the Proposer shall disclose under oath the following:

A. The court, date, docket number and description of any and all misdemeanor convictions involving moral turpitude, conviction of a bidding crime and other felony convictions of the bidding Proposer, or the Proposer's directors, partners, principal officers or key employees. The term "key employee" for each statement shall include, but is not limited to, any employee who has an ownership interest in the Proposer and any employee who shall have contact with the schools, including all delivery personnel. A "bidding crime" is defined as any act in violation of state or federal law including, but not limited to, fraud, conspiracy, collusion, perjury or material misrepresentation. The Proposer shall not be required to disclose any conviction which has been annulled by a court.

B. A list of all civil cases, identifying the Court, date and docket number in which a final verdict was rendered against the bidding Proposer or the Proposer's directors, partners, principal officers or key employees on the ground of fraud, misrepresentation, dishonesty, deceit, breach of contract or any other matter involving allegations of failure to perform on a contract.

C. The court, date, docket number and description of any felony convictions whatsoever of the Proposer, as well as the contractor's/vendor's directors, partners, principal officers or key employees. The term "key employee" includes, but is not limited to, any employee who has an ownership interest in the Proposer and any employee that shall have contact with the schools, including all transportation personnel. The Proposer shall not be required to disclose any conviction which has been annulled by a court.

II. Creditor Relationships and Business History. Proposer hereby certifies that it:

A. Has been in business for _____ years.

B. Is current on all undisputed business debts.

C. Has not filed for bankruptcy protection. In the alternative, Proposer filed for bankruptcy protection on _____.

III. Equal Opportunity Employer. Proposer hereby certifies that it is an Equal Opportunity Employer and that it does not engage in any discriminatory hiring or employment practices.

Yes _____ No _____

IV. Safety and Licensure. Proposer certifies that it holds all permits, licenses and certifications, whether federal or state, necessary to provide products and services to the District and meets all applicable safety standards.

Yes _____ No _____

V. Insurances. Proposer holds all the insurances which shall be required by the District.

Yes _____ No _____

VI. Criminal Records and Training. Proposer complies with all criminal records check requirements for its employees and meets all state and federal employee training and licensure requirements. (Note: Registered sex offenders are not allowed on school property under any circumstances.)

Yes _____ No _____

VII. Contract Performance. Proposer certifies that it has never had a contract terminated for nonperformance.

Yes _____ No _____

If the answer is no, please provide a separate detailed written description of the circumstances giving rise to termination, providing the name, address and contact information of the terminating party.

VIII. References. Bidder must provide 3 references (names, addresses, and telephone numbers) evidencing experience with a project of equivalent nature, scope and size.

The District reserves the right, at its sole discretion, to reject any Proposal which fails to contain the above-referenced certifications or disclosures. The District reserves the right, at its sole discretion, to reject any Proposer on the basis of any criminal history, civil litigation credit history or business record which it deems to be adverse to the interests of the District.

Proposer's Name: _____

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____ }

COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ known to me to be the same person(s) described in and who executed the within instrument, who, being by me sworn, did give oath that the above-referenced certifications and disclosures are true to the best of his/her information, knowledge and belief and he/she (or they severally) acknowledged to me that he/she (or they) executed the same or their own volition with the intent that the District rely upon said statements.

Notary Public, State of _____
Commission Expires: _____

If Corporation:

STATE OF _____ }

COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who, being by me sworn, did give oath that the above-referenced certifications and disclosures are true to the best of his/her information, knowledge and belief and further does say that he/she resides at (give address) _____; that he/she is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he/she signed his/her name thereto by like order of their own volition with the intent that the District rely upon said statements.

Notary Public, State of _____
Commission Expires: _____

If Partnership:

STATE OF _____ }

COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who, being by me duly sworn, did give oath that the above-referenced certifications and disclosures are true to the best of his/her information, knowledge and belief and further did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership of their own volition with the intent that the District rely upon said statements.

Notary Public, State of _____

Commission Expires: _____

If LLC:

STATE OF _____ }

COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who, being by me sworn, did give oath that the above-referenced certifications and disclosures are true to the best of his/her information, knowledge and belief and further does say that as the (title) _____ of _____ that he/she has the authority to sign on behalf of said entity pursuant to that entity's Schedule of Authorization-adopted annually by its Board of Directors-and that he/she signed his/her name thereto by like order of their own volition with the intent that the District rely upon said statements.

Notary Public, State of _____

Commission Expires: _____

MANCHESTER SCHOOL DISTRICT
195 McGregor Street
Suite 201
Manchester, NH 03102

Bid Due: Thursday, June 1, 2017 at 12:00 Noon

CERTIFICATE OF NON-COLLUSION

Firm Name: _____

Business Address: _____

Telephone No.: _____ Date of Proposal: _____

I. GENERAL PROPOSAL CERTIFICATION

The Proposer certifies that he or she shall furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this proposal.

II. NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the Proposer certifies that:

- a. Each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and shall not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
 - 3) No attempt has been made or shall be made by the Proposer to induce another person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

- b. A proposal shall not be considered for award nor shall any award be made where (a) - (1), (2), and (3) above have not been complied with, provided, however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a) - (1), (2), and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the Manchester School District determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Proposer has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal shall be deemed to have been authorized by the Board of Directors of the Proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

(Signature)

(Title)

(Typewritten Name)

(Name of Business)

(Address)

(City/State)

(Phone)

(FAX)

(Date) _____

MANCHESTER SCHOOL DISTRICT
195 McGregor Street
Suite 201
Manchester, NH 03102

Bid Due: Thursday, June 1, 2017 at 12:00 Noon

CERTIFICATE OF TAX COMPLIANCE ATTESTATION

ATTESTATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state and federal tax returns and paid all state and federal taxes required under law.

**Signature of Individual or Corporate Name (Mandatory)

By: Corporate Officer (mandatory, if applicable) (Title)

Social Security (voluntary) or Federal Identification Number

(Address)

(City/State)

(Phone)

(FAX)

(Date)

**Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended.

**MANCHESTER SCHOOL DISTRICT
195 McGregor Street
Suite 201
Manchester, NH 03102**

BID DUE: Thursday, June 1, 2017 at 12:00 Noon

CERTIFICATE OF NON-EXCLUSION

The undersigned certifies under penalties of perjury that the Proposer is not included on the Excluded Parties List System (EPLS) and is not debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts and certain subcontracts.

Signature

Title

Typewritten Name

Name of Business

Address

City/State

Phone

Fax

Date

Manchester School District School Addresses

Manchester School	Address
Bakersville School	20 Elm st Manchester
Beech st School	333 Beech st Manchester
Central High School	207 Lowell st Manchester
Gossler Park School	145 Parkside Ave.
Green Acres School	100 Aurore Ave Manchester
Hallsville School	275 Jewett st Manchester
Highland Goffes Falls School	Goffes Falls rd Manchester
Hillside Middle School	112 Reservoir Ave Manchester
Jewett st School	130 South Jewett st Manchester
Mclaughlin Middle School	290 South Mammoth rd Manchester
Memorial High School	South Porter st Manchester
Northwest Elementary School	300 Youville st Manchester
Parkside Middle School	Parkside Ave Manchester
Smyth rd School	245 Bruce st Manchester
Southside Middle School	140 South Jewett st Manchester
Webster School	2519 Elm st Manchester
West High School	9 Notre Dame Ave Manchester
Weston Elementary School	1066 Hanover st Manchester
Wilson st School	401 Wilson st Manchester
MST	530 So. Porter St. Manchester