



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Jane McLucas
Food Service Director
92 Waldron Way, Portland, Maine 04103
TEL: (207) 874-8231

To: All Interested Vendors
From: Jane McLucas, Food Service Director
Date: May 3, 2019
Re: Invitation to Bid for School Lunch Program Paper & Related Kitchen Products, School Lunch Program Cleaning Products, Bread, Rolls, & Bakery Products, School Fluid Milk, and Non-Dairy Beverage Vending

The Portland Public Schools Food Service Department invites your bids for providing, School Lunch Program Paper & Related Kitchen Products, School Lunch Program Cleaning Products, Bread, Rolls, & Bakery Products, School Fluid Milk, and Non-Dairy Beverage Vending, for the School Year 2019-2020.

The Bid Documents are now posted and available to you on our website at:
http://www.portlandschools.org/departments/operations/food_service/vendor_resources/

Bids are due at 10:00 am on Thursday May 23, 2019 at Central Kitchen, 92 Waldron Way, Portland, ME 04103, and will be publically opened staggered thru the day on May 23, 2019. See Contact Section I for specific opening times.

If you have questions regarding this Invitation for Bids, you must submit them in writing by e-mail to Jane McLucas at mclucj@portlandschools.org no later than Friday May 17, 2019 at 2:00pm. Questions regarding this bid will not be accepted after this date. Written responses will be posted on the website listed above.



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Contract Section I – Invitation for Bids

Items: Non-Dairy Beverage Vending
Date Bid Issued: May 3, 2019
Type of Contract: Fixed Cost
Contract Period: July 1, 2019 – June 30, 2020
Option for two (2) one year renewals

Delivery of Bid: Must be received by 10:00 am on Thursday May 23, 2019
By mail or hand to Central Kitchen, 92 Waldron Way, Portland, ME 04103.

- a. Bids must be in double envelopes, both marked “BID”
- b. Conditions are to be in strict accord with Sections I thru VII
- c. Bid Award will be on June 3, 2020

Public Bid Opening: Thursday May 23, 2019 at 10:30 am

To be completed and returned by the bidding company

Name of Company _____
Address _____
Name of Signing Office (Print) _____
Title _____
Company Contact Person _____
Telephone _____

Authorized Signature _____ **Date:** _____

(Signature is Mandatory)



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PORTLAND PUBLIC SCHOOLS FOOD SERVICE SUPPLIES BID FY20
REFERENCE FORM

BIDDER: _____

Bidder must supply references for:

All contracts performed with the past three (3) years of similar size and scope of this contract.

1)

Reference: _____ Contact: _____

Address: _____ Phone: _____

Description and date (s) of supplies or services provided: _____

1)

Reference: _____ Contact: _____

Address: _____ Phone: _____

Description and date (s) of supplies or services provided: _____

1)

Reference: _____ Contact: _____

Address: _____ Phone: _____

Description and date (s) of supplies or services provided: _____



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**CONTRACT CERTIFICATION REQUIREMENTS RELATING TO FEDERAL
DEBARMENT AND SUSPENSION ACTIONS**

Federal debarment and suspension actions have occurred as a result of State and Federal investigations and prosecutions of dairies and related individuals in other states. These actions involved bid rigging on contracts to supply dairy products to school administrative units' participation in the National School Lunch, School Breakfast and School Milk Programs.

A school administrative unit is prohibited from contracting with a debarred or suspended company. This prohibition does not extend to contracts in existence at the time of debarment/suspension or to most contracts under \$25,000. Rather, it applies to new contracts and extensions or renewals of existing contracts of \$25,000 or more and to contracts for audit services regardless of amount. This prohibition does not apply to proposed debarment.

To ensure that a school administrative unit does not enter into a contract with a debarred or suspended company or individual, each school administrative unit must require that each responsive bidder include a certification statement with each contract bid. By signing the certification statement below, the bidder certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal agency.

Date: _____

Signature: _____

Name (print): _____

Position/Title: _____

**IMPORTANT: THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR BID IN ORDER
FOR YOUR BID TO BE ACCEPTED.**



Jane McLucas
Food Service Director
92 Waldron Way, Portland, Maine 04103
TEL: (207) 874-8231

I. General Specifications for Portland Public Schools Food Service Bids FY20

The Portland Public Schools invites bids for furnishing and delivery of “Bread, Rolls, and Bakery Products”, “School Fluid Milk”, “School Lunch Program Paper & Related Kitchen Products”, “School Lunch Program Cleaning Products”, and “Non-Dairy Beverage Vending” at Central Kitchen, 92 Waldron Way, Portland, ME 04103 on Thursday May 23, 2019 until 10:00 am, at which time all bids will be publicly opened.

Portland Public School reserves the right to postpone the date of the opening of bids and post notice of any such postponement on our website at www.portlandschools.org/foodservies.

General Information and Bid Submission Requirements

The bidder is expected to carefully examine the Invitation for Bids documents before submitting a bid. The submission of a bid shall be prima facie evidence that the bidder has made such examination of the document and is familiar with the conditions to be encountered in performing the work, the requirements of the Invitation for Bid documents and the difficulties attendant upon execution of the work. No allowance will be made for any claim that the bid is based on incomplete information as to the nature and character of the work to be performed.

Bids which fail to meet the requirements of this Invitation for Bids or which are incomplete, conditional, or obscure, or which contain additions not called for, erasure, alterations or irregularities of any kind, or in which errors occur, or which contain abnormally high or abnormally low process, may be rejected as informal or improper; provided, however, that Portland Public Schools may, if deemed to be in the public interest, waive any or all informalities as to form.

Delivery of Bid

Bid Documents must be delivered to Central Kitchen, 92 Waldron Way, Portland, ME 04103, by 10:00 am on Thursday May 23, 2019. Bid documents must be placed in double envelopes, sealed and each marked “Food Service BID”.

Bidder is requested to submit two copies plus the original and an electronic copy on a thumb drive.

Bids must include a signed Certification Statement for Federal Debarment and Suspension Actions, Certificate of Non-Collusion,



Bid Signature

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

By the authorized signature on the face of this document, a Vendor certifies that his/her bid is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting a bid for the same product and is in all respects fair and without collusion or fraud.

The Vendor further agrees to abide by all conditions of this bid and certifies that this representative is authorized to sign this bid for the Vendor.

Bid Submission

Bids must be submitted on the bid forms provided. Bidder must complete the bid forms in all respects and submit the signed and dated documents, together with an additional sheets prepared by the bidder as part of the bid in accordance with the instructions in this Invitation for Bids document. Modifications, additions, or changes to the terms and conditions of this IFB may be cause for rejection of a bid.

Bid Acceptance

The contract for “Bread, Rolls, and Bakery Products”, “School Fluid Milk”, “School Lunch Program Paper and Related Kitchen Products”, “School Lunch Program Cleaning Products”, and “Non-Dairy Beverage Vending” will be awarded on June 3, 2019. The time for the award may extend for up to seven additional days by mutual agreement between the Portland Public Schools and the lowest responsive and responsible bidder(s).

Changes and Addenda

If any changes are made to this IFB, an addendum will be added. Addenda will be posted on www.portlandschools.org/foodservices

Questions about the IFB

Questions concerning this IFB must be submitted in writing by email to Jane McLucas at mclucj@portlandschools.org no later than Friday May 17, 2019. Questions regarding this bid will not be accepted after this date. Written responses will be posted on www.portlandschools.org/foodservices

Modification or Withdrawal of Bids, Mistakes and Minor Informalities

A bidder may correct, modify, or withdraw their bid by written notice received by the Portland Public Schools prior to the time and date set for bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled “Modification No. _” to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original IFB.



After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Portland Public Schools or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clear and evident on the face of the bid document, the mistake will be corrected to reflect the intent correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

Right to Cancel/Reject Bids

The Portland Public Schools may cancel this IFB, or reject in whole or in part any and all bids, if it is determined that cancellation or rejection serves the best interests of the food service department.

Unforeseen Office Closure

If, at the time of the scheduled bid opening, 92 Waldron Way, Portland, ME is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, the bid opening will be postponed until the same time the next business day. Bids will be accepted until that date and time.

II. Purchase Description/Scope of Services

General Description

Furnishing and delivery of "Bread, Rolls, and Bakery Products", "School Fluid Milk", "School Lunch Program Paper and Related Kitchen Products", "School Lunch Program Cleaning Products", and "Non-Dairy Beverage Vending" to the district of Portland Public Schools, Portland, ME

Price Submission

All bidders must provide both a unit price and a total (extended) price for each item listed on the Vendor Bid Form. If there is a discrepancy between the unit price and the total price for any item(s) on the bid form, the unit price will prevail. On all items bid, use the unit designated in the "Unit" column of the bid sheets for the unit price. The "Price Extension" is the unit price multiplied by the number in the "Total Quantity" column. Do not use the unit in which the item is packaged if it is different from the designated unit.

Bids must include on the "Vendor Bid Form" manufacturer name and code number that clearly identifies every item the bidder will supply. Once awarded, there are to be no substitutions, the item supplied must be the item specified by the vendor on the bid form. In the event of an error in product number, the product description will override the product number.

Bid prices must include cost of delivery, including fuel charges. Any delivery charge that appears on an invoice for bid items will be deducted before payment is made.



Actual or Estimated Quantities

It is understood and agreed that quantities attached hereto are approximate and that the contract shall cover actual amounts ordered for delivery during the period of the contract, whether more or less than the quantities indicated for the bid price.

Usage Reports

Usage reports must be available to Portland Public Schools Food Service Department in excel format at any time during the contract period.

Performance Standards

All items which are imperfect or of a grade inferior to bid specifications in the opinion of PPSFS will be rejected and must be replaced by acceptable items without expense to the school district. Final decisions concerning the quality of items other than those specifically designated rests with the school district

Samples

Samples may be required on selected items. Bidders will be notified if a sample is required. A determination of acceptability will be made by the food service director, and award will be based on price, taste and proven market acceptability. Each sample must be clearly labeled with the vendor name and item # and should come directly from the distributor on a truck with a delivery drop slip and must be labeled with the distributor they are coming from and the bid item they are for. Where bids are submitted for items other than those specified, samples may be required for evaluation. Acceptability will be based upon which items are deemed to be equal in quality to the specified item. Trade names, where used, are to set type and quality standards required in a product. Vendors may bid on comparable substitutes, but must clearly indicate by manufacturer name and code number the item to be supplied and provide a sample of the alternate item. Bids submitted for items other than those specified will be considered only if there are no acceptable bids of specified items.

Delivery Terms

All prices must be F.O.B. destination, freight prepaid, with no additional costs to purchasing entities, including fuel charges.

Refer to the Delivery Points file attached.

All items must be delivered to the appropriate site inside the building as designated by a school district employee.

Delivery dates and times will be arranged with the Director of Food Services.

Damage to buildings and appurtenant structures caused by delivery trucks must be arranged to be repaired within twenty-four (24) hours after notification by the School Department. See individual category specifications for information on minimum delivery amounts.

School Districts are not required to accept any product that is visibly damaged, dented, squeezed, or torn. The contractor must replace any item received in unacceptable condition at no cost to the ordering facility.



Order and Payment Procedures

Awarded vendor must supply order forms, with online and/or hard copy options, to PPSFS for ordering purposes within 30 days of bid award. Form should include line item numbers, as well as vendor's product code numbers. Vendors must notify the ordering school department/school district, at the time the order is placed, and/or no later than 1:00 PM the day prior to the delivery, of any unavailable products on the order. A substitute product, of the same or superior quality, must be offered at or below the bid price. The school department/school district reserves the right to reject substitutes. If no substitute product of equal and/or superior quality is available and/or acceptable, and the school department/school district must buy the item elsewhere at a higher price, the school department/school district may back charge the vendor the price difference. PPSFS will be invoiced only for those products ordered and delivered. PPSFS will make payment for products within 60 days of date of receipt of products, less credit received for returned products. Purchases made by the school districts are exempt from payment of federal excise taxes and any such taxes must not be included. Federal excise tax exemption certificates, if required, will be furnished by the school district on request. The school districts are further exempt from payment of Federal Transportation tax and state tax.

III. Quality Requirements

Bidders must provide all of the items described in Section II: Purchase Description and comply with all Bid Submission Requirements listed in Section I. All Bidders must be in compliance with HACCP regulations and show documentation to this effect upon request.

IV. References

Bids are sought from vendors who, by prior performance to PPSFS, have established a record of responsibility, responsiveness, quality and delivery. All vendors are asked to submit a list of references with the bid. These references should be from districts with a similar size, and scope to this bid.

Bidders unwilling or unable to provide proof of responsibility, responsiveness, quality and delivery will be deemed to be not acceptable. References will be checked to ensure that the vendor has the experience and the means to fulfill the bid requirements.

Financial References

PPSFS reserves the right to investigate the financial responsibility of the bidders and their ability to supply the district throughout the term of the contract.



V. Rule for Award

Bids will be awarded to suppliers having established a record of responsibility and responsiveness, quality, and delivery. See individual bid specifications for further details on the “Rule for Award” for each category.

VI. Bid Protest Procedure

To be considered by the district, vendors must make protests in writing, supported by sufficient information to enable the protest to be fairly evaluated. This documentation should include (i) the name and contact information of the protester; (ii) identification of the detailed and specific provision(s) of the applicable federal or state law which would be allegedly violated by the procurement; (iii) copies of all exhibits, evidence, or documents supporting the protest; and (iv) a concise description of all remedies or relief requested.

Pre-award protests are based upon the content of the solicitation documents. Any protests to the terms, conditions or specifications set forth in this solicitation must be submitted to the Food Service Director within 5 calendar days after the issuance of the solicitation.

All protests will be considered by the district prior to the solicitation due date, and a written decision will be provided to the protestor. A decision by the district is final, and no further protest or appeal of the terms, conditions, or specifications of any solicitation will be considered by the district

Vendors shall be notified of any award decision by a written or oral notice of the award. This notice shall be transmitted to each vendor at the contact information provided in its bid documentation. Any vendor may protest the award on grounds arising from the evaluation of the proposal or the award decision, but not on grounds specified in the “pre-award protest” category above. Any protest must be submitted to the Food Service Director within 3 calendar days after notice of award. All such protests will be reviewed by the Director of Finance of the Portland Public Schools. Any written decisions will be submitted to the vendor prior to bid award. The decision of the Director of Finance is final, and no other protest or appeal will be considered.

VII. Additional Contract Terms and Conditions

The contract is governed by and shall conform in every respect with all applicable laws of the Federal government and/or the State of Maine and/or the City of Portland. Any legal actions must be brought in federal or state court in Maine.

All awards are subject to appropriation or other availability of funds.

Neither the contract nor any part thereof shall be assigned or sublet without the prior written consent of the Portland Public Schools.



Recalls

The contractor(s) will provide timely (24 hours) notification to all contract participants that have ordered and have received a product that has been recalled. The contractor(s) will issue a credit to the user's account for all recalled products. The contractor will be responsible for picking up and appropriately handling all recalled items.

Conflict of Interest

"Any employee or any official of the school department, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm or corporation, offering bidding for, or in open market seeking to make sales to the school districts shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accordance with State and/or Federal laws."

Indemnity

The successful contractor agrees to assume the defense of, to indemnify, and save the PPS School Board, and their officers, agents, and employees harmless from any and all costs, suits, loss, expense, liability, damages or claims for damage to buildings, improvements, or property of the City or any person and on account of any injury (including death) to any person or persons and for claims relating to labor performed or furnished and equipment used or employed for the work occasioned by the contractor and his employees and from any act, omission or neglect of the contractor and his employees herein. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under this contract.

Buy American

Schools participating in the national School Lunch Program are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic products are those that are produced in the United State and those that are processed in the United States substantially (at least 51%) using agricultural commodities produced in the United States.

Lobbying

If the negotiated contract exceeds \$100,000, distributor certifies that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, etc.

If a distributor has paid, or will pay, any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any federal agency or Congress, Distributor, is required to submit a "Disclosure Form to Report Lobbying" at the time of the executed contract and at the time of any renewals.



Other Federally Required Contractual Provisions

If the contract exceeds \$2,500, Distributor is required to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented.

If the contract exceeds \$10,000, Distributor is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60), If the contract exceeds \$100,000, Distributor will be required to comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Distributor shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329).

Insurance

The contractor shall keep in force at his own expense at all times on each motor vehicle, liability insurance providing coverage for his own liability and the contingent liability of the City of Portland for bodily injury and/or death in the amounts not less than \$500,000 per each person to \$1,000,000 per accident or occurrence, together with property damage liability coverage having a minimum limit of \$100,000. Certificates of such insurance shall be supplied by the contractor prior to the commencement of the contract and renewals of coverage for each year this contract is in force shall be provided prior to the expiration date of each policy.

Binders of renewal coverage will be accepted pending receipt of actual policies when issued.

The contractor at his own expense will provide Worker's Compensation coverage in accordance with all state laws.

Performance Bonds

The successful bidder must provide a Performance Bond with the sureties' payable to the City of Portland. This bond and sureties will be considered satisfactory to the PPSFS Department for ten (10) percent of the total amount of the bid. The performance bond must be of a surety company qualified to do business under the laws of the State of Maine. The successful bidder must also provide a five (5) percent bid guarantee. These obligations are that the Contractor shall faithfully furnish and perform everything required to be furnished and performed under this contract and for all products and materials used in carrying out such contract.

The Performance Bonds shall be sent to the Portland Public Schools Food Service Department, 92 Waldron Way, Portland, ME 04103



Jane McLucas
Food Service Director
92 Waldron Way, Portland, Maine 04103
TEL: (207) 874-8231

Specifications for Non-Dairy Beverage Vending
2019 – 2020 School Year

Bid Prices must remain firm from July 1, 2019 through June 30, 2020. The contract may be extended for one or two additional years (total duration of contract no more than three years) at the sole discretion of the Portland Public Schools. If so, columns for extension years (s) pricing will be included on the Vendor Bid Form.

Bids will be awarded to suppliers having established a record of responsibility and responsiveness, quality, and delivery, and will also be based on the following criteria:

Price: Best low aggregate bid price for all items on the bid in this category, for the 2019-2020 School Year.

-
1. Vendor must provide Vending Machines for all locations, as requested by the Food Service Director
 2. Portland Public Schools will purchase all non-dairy beverage products for vending machines from awarded vendor.
 3. The awarded vendor will fill all vending machines with purchased product by PPSFS.
 4. The awarded vendor will service all machines, and replace machines in a timely manner when needed.
 5. All monies collected in the machines will be collected by a PPSFS staff member, and deposited into PPSFS accounts.
 6. All product sold in the machines must meet the USDA Smart Snack Regulations, the PPS Wellness Policy, and have the approval of the Food Service Director. There is no soda allowed within the Portland Public Schools.
 7. Credit will be given to the district for any product shortages, defective packages, and unsatisfactory products.
 8. A tally of product delivered is to be signed for at each location. All statements and invoices are to be sent to the Food Services Director.
 9. Vendor will supply quarterly, year to date, and annual tracking reports for manufactures rebates, tracking and coupons on the request of the Food Service Director
 10. Products may be subject to a taste test at the request of the Food Service Director.



PORTLAND PUBLIC SCHOOLS

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SCHOOL	PHONE	ADDRESS	TEAM LEADER	
East End Comm	874-8228	195 North St 04101	Dolores (Dee) Hogle hogledo@portlandschools.org	Milk Only
Rowe Elem	874-8205	23 Orono Road 04102	Jessica Puzak puzakj@portlandschools.org	Milk Only
Longfellow Elem	874-8195	432 Stevens Ave 04103	Wendy Boyle boylewe@portlandschools.org	Milk Only
Lyseth Elem	874-8215	175 Auburn St 04103	Kari Milliken millik@portlandschools.org	Milk Only
Ocean Ave Elem	874-8180	150 Ocean Avenue 04103	Justine Gaudet gaudej@portlandschools.org	Milk Only
Presumpscot Elem	874-8220	69 Presumpscot St 04103	Donna Przybyl przybd@portlandschools.org	Milk Only
Reiche Elem	874-8175	166 Brackett St 04102	Pamela (Pam) Moulton moultp@portlandschools.org	Milk Only
Riverton Elem	874-8210	1600 Forest Ave 04103	Jo Ann Sparks sparkjo@portlandschool.org	Milk Only
King Middle	874-8140	92 Deering Ave 04102	Judy Demo demoju@portlandschools.org	Groceries, Milk, Bread & Paper & Cleaning (Grocery Delivery 2xWeek)
Lincoln Middle	874-8145	522 Stevens Ave 04103	Christine (Chrissy) Bowley bowlec@portlandschools.org	Groceries, Milk, Bread & Paper & Cleaning (Grocery Delivery 2xWeek)
Moore Middle	874-8150	171 Auburn Street 04103	Mary Ellen Gillies gillima@portlandschools.org	Groceries, Milk, Bread & Paper & Cleaning (Grocery Delivery 2xWeek)
Portland High	874-8250	284 Cumberland Av 04101	Theresa Stanhope stanht@portlandschools.org	Groceries, Milk, Bread & Paper & Cleaning (Grocery Delivery 1xWeek)
Deering High	874-8260	370 Stevens Ave 04103	Cheryl McLaughlin mclauc@portlandschools.org	Groceries, Milk, Bread & Paper & Cleaning (Grocery Delivery 1xWeek)
Casco Bay High	874-8160	196 Allen Ave 04103	Shannon LeBlanc leblas@portlandschools.org	Milk Only
Central Kitchen Manager	874-8231	92 Waldron Way 04103	Lori Beatham beathl@portlandschools.org	Groceries, Milk, Bread & Paper & Cleaning (Grocery Delivery 3xWeek)
Food Service Manager	874-8231	92 Waldron Way 04103	Nancy McAdam mcadan@portlandschools.org	
Food Services Administrative Offices	874-8231	92 Waldron Way 04103	Dawn Hilton hiltod@portlandschools.org	
Food Service Director	874-8231	92 Waldron Way 04103	Jane McLucas mclucj@portlandschools.org	