

# REQUEST FOR PROPOSAL

TBD

## THE REGIONAL EDUCATION SERVICE CENTER (RESC) ALLIANCE FOOD TRUST: PAPER & SUPPLIES

Capitol Region Education Council

111 Charter Oak Avenue

Hartford, CT 06106

RELEASE DATE: June 15, 2026

DEADLINE FOR QUESTIONS: July 3, 2026

RESPONSE DEADLINE: July 9, 2026, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/crec>

# Capitol Region Education Council

## REQUEST FOR PROPOSAL

### The Regional Education Service Center (RESC) Alliance Food Trust: Paper & Supplies

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## 1. General Information

### Invitation To Bid

Pursuant to the terms and conditions of this Request for Proposals (RFP), the Capitol Region Education Council ("CREC") is pleased to announce bids will be accepted from vendors for The Regional Education Service Center (RESC) Alliance Food Trust: Paper & Supplies. Bids will be received electronically until Thursday, July 9, 2026 at 10:00 am at which time no further proposals will be considered. All bids will be accepted electronically via our bidding platform. All expenses for making bids shall be borne by the bidder.

The Capitol Region Education Council is an Equal Opportunity Employer. The procurement pursuant to the solicitation shall be conducted in accordance with the uniform administrative requirements, cost principals, and audit requirements for the U.S. Department of Health and Human Services set forth in 45 C.F.R. Part 75.

Please direct any and all questions concerning this RFP to the Question and Answer feature of [CREC's e-Procurement Portal](#) or Danah Serrano-Baez, Manager of Operations at [dserranobaez@crec.org](mailto:dserranobaez@crec.org)

Sealed bids may be submitted electronically. CREC is pleased to make this opportunity available and looks forward to receiving your proposal. CREC is an Equal Opportunity Employer.

### 1.1. [Summary](#)

The Regional Education Service Center (RESC) Alliance Food Trust ("RAFT") is requesting proposals for Paper & Supplies.

The Regional Education Service Center Alliance Food Trust is a public purchasing consortium within the meaning of Conn. Gen. Stat. § 7-148v(b). Its members consist of school districts identified in the Specifications. RAFT reserves the right to add or remove member districts. The Capitol Region Education Council is acting as administrative agent for the RESC Alliance Food Trust. The successful proposer will contract directly with, and separately invoice, each individual member school district.

### 1.2. [Background](#)

There is no expressed or implied obligation for CREC to reimburse firms for any expenses incurred in preparing proposals in response to this request.

During the evaluation process, CREC reserves the right, where it may serve CREC's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of CREC, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

CREC reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between CREC and the firm selected.

It is anticipated the selection of a vendor will be completed by July 2026. Following the notification of the selected firm, an engagement letter will be executed between both parties within 30 days of approval.

**The Capitol Region Education Council (CREC) is the first and largest of Connecticut's six Regional Educational Service Centers (RESCs). It serves thirty five member public school districts of north central Connecticut. CREC was established in 1966 as a grassroots effort of local school districts under the provisions of the Connecticut General Statute (C.G.S.), Section 10-66 a.-n. The Connecticut State Department of Education is CREC's regulatory State agency.**

Publicly elected board of education members appointed by each member school district served by CREC as CREC Council directors govern CREC. The office term of such appointed Council directors cannot exceed four years. The Council appoints an executive director to serve as the executive agent of CREC. Pursuant to C.G.S. 10-66c, CREC, as a regional educational service center, is a body corporate and politic and, as such, is a public educational authority acting on behalf of the State of Connecticut. The Internal Revenue Service has determined CREC to be an organization described in Section 170 (c) (1) of the Code. CREC's mission is to improve the quality of public education through cooperative programs.

CREC is pleased to make this RFP available and looks forward to receiving your Proposals.

CREC is an Equal Opportunity Employer.

### **1.3. [Contact Information](#)**

**Stephen Caley**

Procurement Specialist

147 Charter Oak Ave

Hartford, CT 06106

Email: [scaley@crec.org](mailto:scaley@crec.org)

Phone: [\(860\) 509-3601](tel:(860)509-3601)

**Department:**

Food Services

**Department Head:**

Chris Scopetta

Food Services Coordinator

### **1.4. [Timeline](#)**

<b>Release Project Date</b>	June 15, 2026
<b>Question Submission Deadline</b>	July 3, 2026, 11:55pm
<b>Proposal Submission Deadline</b>	July 9, 2026, 10:00am Virtual (TBA)

## 2. CREC Standard Terms and Conditions of Purchase

If an award is made, the following terms and conditions will be included in the CREC Standard Terms and Conditions of Purchase. These terms and conditions are applicable to the contract and purchase order, which will be executed by and between CREC and the Vendor.

### 2.1. Purchase of Goods and Services

CREC agrees to purchase from Vendor and Vendor agrees to sell to CREC the Goods and/or Services pursuant to the Contract.

### 2.2. Vendor Obligations

- **Time of Performance:** Vendor shall perform the Services and/or deliver the Goods in a timely and diligent manner, and in strict accordance with the Contract Schedule. Time is of the essence under the Contract.
- **Vendor Resources and Personnel:** Subcontractors. Vendor shall provide, at Vendor's expense, the facilities, equipment, materials, services, and other resources necessary to deliver the Goods and/or perform the Services. Vendor is responsible for the acts and omissions of Vendor personnel under or relating to the Contract. All Vendor personnel assigned to perform Services are subject to CREC's approval, in CREC's sole and absolute discretion. Further, CREC shall have the right to require Vendor, at Vendor's expense, to immediately replace any Vendor personnel whose Contract performance, in CREC's sole and absolute discretion, has been unsatisfactory.
- **Compliance:** Vendor shall comply with all applicable laws when performing the Services and/or providing the Goods. Further, Vendor represents and warrants that for each Vendor personnel who directly or indirectly comes into contact with any child in the performance of the Contract, Vendor has either (i) received a satisfactory and appropriate background check; or (ii) confirmed that an applicable government agency has provided its own appropriate clearance and/or background check.

### 2.3. CREC Obligations

CREC will facilitate the Vendor's delivery of the Goods and/or performance of the Services and perform any other Contract tasks required of CREC ("CREC Responsibilities"). Provided that Vendor has given CREC reasonable advance notice of Vendor's nonperformance, Vendor's failure to perform the Contract shall be excused to the extent that Vendor provides CREC with written notice that (1) such nonperformance results solely from CREC's failure to perform any CREC Responsibilities; (2) Vendor is otherwise in full compliance with all of its obligations under the Contract, and (3) a detailed explanation of how CREC's failure prevented Vendor's performance.

### 2.4. Contract Sum and Payment

#### **Invoices & Statements**

Upon delivery of each order, the vendor shall provide an invoice. To facilitate the payment process, the vendor's invoice must comply with the requirements listed below.

- A. The name of the school must be listed on each invoice
- B. All invoices and credit memos must be in accordance with description of the quoted item
- C. Each invoice must have a carbon copy for the receiving agent to sign and keep on file to reconcile monthly statement.
- D. At the conclusion of each month, the awarded vendor will send a monthly statement to each RAFT member for each location that receives deliveries within that billing cycle month. Please refer to the Monthly Billing Statement Sheet to assure statements are sent to correct location and recipient.
- E. All statements must coincide with invoices for the selected billing month to ensure prompt payment.
- F. In the event an item needs to be returned for any reason after the delivery has taken place, the receiving agent will circle the item on the invoice and notify the vendor that the item must be picked up for credit on the next scheduled delivery.
- G. All credit slips should be generated and sent to the receiving agent prior to receiving the monthly invoice.
- H. All monthly statements for each RAFT Member must be mailed to the attention of and correct address within the Monthly Billing Statement Sheet to ensure prompt payment.
- I. All monthly statements must be received by the 5th calendar day proceeding with the delivery period.
- J. All bills will be paid within 45 days of the date of invoice.

## **2.5. Delivery**

Goods shall be delivered to and/or Services shall be performed at the location(s) identified in the Agreement. All Goods shall be subject to CREC's inspection during the ten (10) day period following delivery. Seller assumes all risk of loss to the Goods until they are delivered. Title to the Goods will pass to CREC upon delivery. If Goods are lost or destroyed prior to title passing to CREC and such event causes a delay in the Contract Schedule, CREC may either cancel the entire Contract or the affected part of the Contract (at CREC's option), or require Seller to deliver, at Seller's expense, substitute Goods of equal quantity and quality as soon as commercially practicable.

## **2.6. Ownership of Materials**

Unless otherwise provided in the Agreement, all documents or information prepared or disclosed by Vendor pursuant to the Contract, and all related intellectual property rights, shall remain Vendor's property. Vendor grants CREC a non-exclusive, non-transferable, irrevocable license to such intellectual property rights solely for CREC's use of the Goods or Services. Vendor warrants and represents that it owns all right, title and interest in and to the Goods or Services, or if not the owner, Vendor has full authority to sell the Goods or Services on behalf of such owner. Vendor agrees to indemnify and save CREC harmless from and against any liability or damages, including attorneys' fees, arising out of any alleged infringement or violation of any trademarks, patents, copyrights, trade secrets or other third-

party property rights. Vendor further warrants that the Goods are free from any and all security interests, claims, demands, liens or other encumbrances. Notwithstanding the foregoing, all Goods are the exclusive property of CREC.

## 2.7. Warranty

Vendor warrants to CREC that the Goods shall materially conform to description in the Contract, shall be free from defects in material and workmanship and, to the extent applicable, fit for the particular purpose set forth in the Contract. For a period of twelve (12) months from delivery of the Goods, Vendor shall promptly repair or replace, at its expense, including any installation or transportation costs, any defective or nonconforming Goods. CREC's inspection or acceptance of the Goods shall not relieve Vendor of its warranty obligations. If Vendor fails to perform its repair or replacement obligations, CREC may perform such repair or replacement of the Goods at Vendor's expense.

## 2.8. On-Site Activities

At any time while Vendor is on CREC's property performing Services, Vendor shall comply with all of CREC's policies, regulations or requirements which affect the Services.

## 2.9. Indemnity

To the extent permitted by law, Vendor shall indemnify, defend at its expense, and save CREC harmless, from any liabilities, costs and claims, including for injuries, disease or death to persons, or damage to property, including judgments rendered against, and fines and penalties imposed upon CREC, together with reasonable attorney's fees and all other costs of CREC in any way caused by Vendor, its employees or agents, or in any way attributable to the performance of the Contract.

## 2.10. Force Majeure

Any delay or failure of either party to perform under the Contract shall be excused to the extent caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, change in law or other act of government or any other cause beyond such party's reasonable control.

## 2.11. Term, Termination or Suspension

The term of the Contract shall begin on the Contract Date and shall end on the date of the last delivery of the Goods or final performance of the Services. CREC may, for its convenience, terminate or suspend all or part of the Contract upon written notice to Vendor. Upon termination, Vendor shall immediately stop work on the terminated portion of the Contract and shall submit to CREC an invoice with supporting information setting forth the Contract Sum for the Goods delivered or Services performed prior to the date of termination. CREC shall not be liable to Vendor for Vendor lost profit on the terminated portion of the Contract or Vendor's costs resulting from termination. Vendor may terminate the Contract only if CREC fails to pay Vendor undisputed invoices under the Contract within sixty (60) days of the due date and fails to make such payment within ten (10) business days after CREC receives

written notice from Vendor following such 60 day period; provided, however, Vendor may only terminate if, at the time of non-payment, Vendor was in full compliance with the Contract.

#### 2.12. Limitation of Liability

Vendor's liability to CREC under the contract shall be the sum of (i) for warranty and indemnity obligations, the remedies described in the contract, plus, (ii) for damages Vendor is required to insure against, any recovery available under the insurance coverages, plus (iii) for any additional direct damages to CREC, an amount equal to the greater of the total charges paid by CREC to Vendor under the contract or one million dollars. CREC's aggregate liability to Vendor under the contract shall not exceed under any circumstances whatsoever, that portion of the contract sum that has not yet been paid by CREC under the contract.

#### 2.13. Waiver of Consequential Damages

Except to the extent allowed under the insurance, warranty or indemnity provisions of the contract, neither party shall be liable to the other for any indirect, incidental or consequential damages.

#### 2.14. Confidentiality

Vendor agrees to keep the confidential or proprietary information of CREC that Vendor receives or becomes aware of in connection with the Contract ("Confidential Information") in the strictest confidence and not to disclose any Confidential Information to any party other than as required by law. Upon CREC's request, Vendor will return all documents containing Confidential Information and retain no copies thereof. Vendor agrees that its obligation to protect Confidential Information is ongoing and shall not cease upon completion or termination of the Contract.

#### 2.15. Equal Opportunity

CREC is an equal opportunity employer and purchaser. Vendor agrees that in Vendor's performance of the Contract no employee or applicant for employment or vendor will be discriminated against because of race, color, religious creed, marital status, national origin, ancestry, sex, sexual orientation, age, present or past history of mental disorder, or physical disability including but not limited to blindness, or veteran's status.

#### 2.16. Non-Discrimination and Affirmative Action

- Vendor agrees and warrants that in the performance of the Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental or physical disability, including, but not limited to, blindness, unless it is shown by Vendor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State. Vendor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin,



ancestry, sex, sexual orientation, mental disability or physical disability, including, but not limited to blindness, unless it is shown by Vendor that such disability prevents performance of the Contract.

- Vendor agrees, in all solicitations or advertisements for employees placed by or on behalf of Vendor in connection with the Contract, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the "Commission").
- Vendor agrees to provide each labor union or representative of workers with which Vendor has a collective bargaining agreement or other contract or understanding or each vendor with which Vendor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of Vendor's commitments according to the Connecticut General Statutes (the "Statutes") Section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- Vendor agrees to comply with each provision of Sections 4a-60, 4a-60a, 46a-68f of the Statutes, and with each regulation or relevant order issued by said Commission according to Statutes Sections 46a-56, 46a-68e, and 46a-68f.

Vendor agrees to provide the Commission and CREC with such information requested by them and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of Vendor as related to the provisions of Statutes Sections 4a-56 and 4a-60. If the Contract is deemed a public works contract, Vendor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in performance of the Contract.

#### 2.17. Americans With Disabilities Act Of 1990

Vendor represents and warrants that it is familiar with the terms of the Americans with Disabilities Act of 1990 (43 USCS Sections 12101-12189 and Sections 12201-12213) (Supp. 1993); 47 USCS Sections 225.611 (Supp. 1993) (the "Act") and that Vendor is in compliance with the Act. The Vendor shall hold CREC harmless from any liability imposed upon CREC as a result of any failure of the Vendor to be in compliance with the Act. Vendor agrees to abide by the provisions of Section 504 of the Federal Rehabilitation Act of 1973, as amended, 29 USC Section 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

#### 2.18. Miscellaneous

- Independent Contractors. The parties and their respective personnel are and shall be independent contractors and neither party by virtue of the Contract shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party
- Assignment/Subcontractors. The Vendor may not assign any of its rights, duties, or obligations under the Contract to any person or entity, in whole or in part, and any attempt to do so shall be deemed void and/or a material breach of the Contract. Further, the Vendor shall not

subcontract any of the Services without prior written approval of CREC. Subcontractors, if any, shall be bound by all the terms and conditions of the Contract, and in no event shall the Vendor be relieved of its responsibility for performance of the Contract.

- **Waiver.** No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, and no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy or future exercise thereof
- **Severability.** Whenever possible, each provision of the Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision of the Contract shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Contract, it being the parties' intention that each and every provision of the Contract be enforced to the fullest extent permitted by applicable law.
- **Modification.** The Contract may be modified only by a written agreement signed by all the parties.
- **Governing Law.** The Contract shall be deemed to be made under the laws of the State of Connecticut and for all purposes shall be governed by and construed in accordance with the law thereof.
- **Entire Agreement.** The Contract is the entire agreement of the parties concerning the subject matter hereof, and in executing the Contract no party has relied upon any statements, representations, or agreements, whether oral or in writing, relating to the subject matter hereof, except as is expressly set forth therein.
- **Notices.** Any notice pursuant to the Contract shall be given in writing by (a) personal delivery, (b) reputable national overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) legible confirmed facsimile transmission sent to the intended addressee at the address set forth in the Agreement, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of facsimile transmission, as of the date of the facsimile transmission provided that an original of such facsimile is also sent to the intended addressee by means described in clauses (a), (b) or (c) above. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to the Contract shall be as set forth in the Agreement.
- **Counterparts.** The Agreement may be executed by the parties in separate counterparts, each of which may contain less than all of the parties' signatures, but all of which together shall constitute one and the same instrument.

- Tax Exempt. The parties acknowledge that CREC is exempt from state sales tax under Section 12-412 of the Connecticut General Statutes.
- No Third-Party Beneficiary. Nothing contained in the Contract shall be deemed to confer upon any person or entity any right as a third-party beneficiary of the Contract.

### 3. Electronic Bidding Terms and Conditions

#### 3.1. [New Bid Site](#)

CREC uses an [e-Procurement Portal](#) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid non-compliant. CREC accepts no responsibility for the receipt and/or notification of solicitations through any other company. For all future updates please monitor this website or subscribe to updates within the [e-Procurement Portal](#). No oral, telegraphic, or telephonic submittal will be accepted. IFB's, RFP's, RFQ's and RFI's shall be submitted in electronic format via [e-Procurement Portal](#). All Invitations For Bid (IFB), Requests For Proposals (RFP), Requests For Quotes (RFQ), Requests For Information (RFI) submitted electronically via [e-Procurement Portal](#) shall remain locked until the official date and time of opening as stated in Request. A formal, in-person bid opening will not be held. The public may watch via a zoom link.

#### 3.2. [Public Bid opening](#)

Public bid openings will now be held online. Vendors will be able to attend the public opening virtually. Information on the bid opening, including the date, time, and instructions can be found in the [General Information section](#).

#### 3.3. [Bid Submittal Process](#)

All bids must be submitted electronically via CREC's e-Procurement Portal by the specified deadline. Bids received prior to the closing time will be securely stored on the portal. At the closing time, all bids will be publicly opened and read aloud via a Zoom link provided in advance. No late bids will be accepted.

Bidders must check the portal regularly for addenda to the bid documents, which become part of the bid. Bids may be withdrawn prior to the closing time. CREC reserves the right to reject any or all bids. Bidders will be notified if their bid is rejected.

Questions about the bid documents should be submitted in writing through the portal's question and answer feature to [Procurement Contact Full Name], [Procurement Contact Title] at [Procurement Contact Email]. No oral interpretations will be provided. CREC will post all questions and answers as addenda on the portal.

Bids must be submitted in the prescribed electronic format and include all required information. Prices must be submitted in numerical form. No changes may be made to CREC's documents. The bid must be signed by an authorized representative of the bidder, and the partnership or corporate structure, including ownership information, must be disclosed.

CREC reserves the right to reject any bid that does not comply with these instructions.

#### 3.4. [Exceptions to Specifications](#)

Vendors are directed to make sure that they understand the terms and conditions as specified in this Invitation for Bid. Unless exceptions to any of the terms and conditions, including pricing, are specified as part of the bid response, it will be expected that all terms and conditions expressed herein are acceptable and shall govern resulting contracts. **Any variance from specifications, including product**

**substitutes (as well as replacements for discontinued items) and pricing units (pounds, 50 lb bags vs. 100 lb bags, etc.) must be clearly noted in the vendor's bid response.**

### **3.5. General Requirements to Bidders**

- A. Whenever it is deemed to be in the best interest of the agency, the Capitol Region Education Council reserves the right to reject any or all bids, completely or in part, and to waive technical defects, irregularities, or any informality in any bid when such action is deemed in the best interest of the agency. Their decision is final.
- B. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of CREC, or any other person shall not affect the risks, or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
- C. Each bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site, which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the Bidder of the responsibility of completing the Bid without extra cost to CREC.
- D. The bidder agrees and warrants that in the submission of this sealed bid, they will uphold CREC's commitment to following Connecticut State and Federal law ensuring full compliance. CREC prohibits harassment and discrimination based on race, color, religious creed, age, marital status, military or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI, VII of the Civil Rights Act of 1964, which affirms that no person or group of persons is excluded from participation, denied benefits, or otherwise subjected to discrimination or permits discrimination under any program or activity or any service rendered to the public, on the grounds of race, color, creed, religion, national origin, sex, age or disability. Title IX of the Education Amendments Act of 1973; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1991; and applicable state laws. Unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut. The bidder further agrees to provide the Connecticut Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement may be required by the successful bidder.
- E. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless CREC for all damages assessed against CREC as a result of Bidder's failure to comply with said standards and/or regulations.

- F. The Capitol Region Education Council is exempt from Excise, Transportation, and Sales taxes imposed by the Federal government and/or the State of Connecticut. Such taxes must not be included in proposal prices. Exemption certificates will be provided upon request.
- G. By submitting a proposal, Vendors/Bidders certify that the proposal is made independently and without collusion, agreement, understanding, or planned course of action with any other Vendor/Bidder and that the contents of the proposal shall not be disclosed to anyone other than their employees, agents, or sureties prior to the official opening. Non-Collusion Statement to be filled out.
- H. Vendors shall observe and comply with all Federal, State and local laws, ordinances and regulations. Vendors shall indemnify and save harmless CREC, all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation or negligence whether by the bidder, his employees, his consultant and/or their employees.
- I. Bidders are responsible for checking the CREC/e-Procurement Portal for any addendums and updates to the Bid.

## **4. Instructions: CREC Insurance Requirements**

### Insurance Requirements

Contractors or vendors working for and/or doing business with the Capital Region Education Council (CREC), or using CREC facilities, agree as a condition of acceptance to furnish and perpetually maintain, at their own expense, for the duration of any project, work, contract or use of CREC facilities the required policies of insurance. Insurance must be primary and endorsed to be noncontributory by CREC, must be written in an insurance company A.M. Best rated as "A-VII" or better, and CREC must be endorsed to the policy as an additional insured (except Worker's Compensation and Professional Liability) unless this requirement is specifically waived in writing by CREC. Contractors further agrees that any subcontractor they intend to use on CREC assigned work will be required to submit to the same indemnity and insurance requirements described here, and Contractor shall obtain insurance certificates evidencing such coverage. All subcontractors are subject to the same requirements. It the responsibility of the primary contractor or vendor to obtain acceptable evidence of insurance from subcontractors.

### Indemnification

The contractor/vendor shall save harmless, indemnify, and in the event of claim, notification or suit will immediately defend CREC and any related or subsidiary entities, their officers, employees and volunteers, from and against all loss, costs, damage, expense, claims or demands arising out of or caused or alleged to have been caused in any manner by the performance of work or use of facilities herein provided, including all suits, claims or actions of every kind or description brought against the CREC either individually or jointly with the entity or organization for or on the account of any damage or injury to any person or persons or property, including the entity or organization's employees or their property, caused or occasioned, or alleged to have been caused or occasioned in whole or in part by the entity or organization, including any subcontractor, their employees or agents.

### Certificates of Insurance

Before starting any work, or commencing any use or occupancy of CREC premises, the contractor or vendor shall furnish to CREC a certificate of insurance indicating, specifically, the existence of those coverage's and limits required. CREC must be named on the insurance certificate as "additional insured" for the coverage's afforded, and a copy of the actual policy endorsement that adds CREC as an additional insured must be attached to the certificate (Blanket additional insured endorsements are deemed acceptable). It is also the duty of contractor or vendor to provide renewal or replacement certificates and endorsements to CREC ten (10) days prior to renewal or new placement of any insurance policy which may expire or renew during the term of any project or engagement, and to give CREC thirty (30) days notice of any cancellation or change in the terms of such policy or policies during the periods of coverage. Upon request of CREC, the contractor or vendor shall furnish to CREC for its examination and approval such policies of insurance with all endorsements, or copies thereof, certified by the authorized producer of the insurance company.

The contractor or vendor agrees to forward a signed original of this Insurance Requirement signed by an authorized Officer or Agent for the contractor or vendor to the Comptroller, as an acknowledgment and acceptance to the terms and conditions stated herein and prior to the commencement of any work being performed.

### CREC Insurance Requirements

All contractors and vendors are required to provide proof of the required insurance coverage before entering the premises or commencing any work at any CREC facility. Contractors and vendors must obtain, at their own expense, all the insurance required here from an insurance company A.M. Best rated as "A-VII" or better, and acceptable evidence of such insurance must be properly furnished to, and approved by, CREC.

All subcontractors are subject to the same requirements. It is the responsibility of the primary contractor or vendor to obtain acceptable evidence of insurance from subcontractors.

CREC also requires that they be named as an additional insured on your general liability policy(ies). Your general liability policy must be specifically endorsed with ISO Endorsement CG 20 10 (or equivalent) or ISO Endorsement CG 20 26 (or equivalent), and ISO Endorsement CG 20 37 (or equivalent). Where these forms require a description of locations or projects, enter "All CREC locations or projects". These form numbers must be specifically referenced on the certificate of insurance. If your insurance company uses a different form to provide CREC with additional insured status on your policies, copies of those forms must be provided in advance with the insurance certificate for review and approval by CREC. All coverage must be primary and noncontributory as to CREC.

The amounts of insurance available to CREC as additional insured must be equal to the full policy limits carried by the contractor or vendor, including primary and excess (umbrella) liability policies. Coverage provided under excess or umbrella policies must be at least as broad as that found in required underlying policies.

The proper name for the entity to be named as additional insured is: "Capitol Region Education Council, and/or related or affiliated entities."

Evidence of compliance with these requirements is with the ACCORD form 25, "Certificate of Liability Insurance", plus copies of any required additional insured endorsements. Certificates should be sent to:

Capitol Region Education Council

Attn: Carol Dewey, Comptroller,

111 Charter Oak Ave.

Hartford, CT 06106-1912

Or via email to : [cdewey@crec.org](mailto:cdewey@crec.org)

Current insurance certificates must be furnished to CREC at all times. It is also the duty of contractor or vendor to provide renewal or replacement certificates to CREC ten (10) days prior to renewal or new placement of any insurance policy which may expire or renew during the term of any project or engagement, and to give CREC thirty (30) days notice of any cancellation or change in the terms of such policy or policies during the periods of coverage. Upon request of CREC, the contractor or vendor shall furnish to CREC for its examination and approval such policies of insurance with all endorsements, or copies thereof, certified by the authorized producer of the insurance company.



CREC reserves the right to make commercially reasonable changes to these requirements during the term of any work or project.

#### 4.1. Commercial General Liability

**\$1,000,000 per occurrence minimum**, or sufficient to satisfy required underlying limits for the umbrella policy (see below).

Policy form must be ISO CG 00 01, or *equivalent acceptable to CREC*.

The CGL policy must include coverage for:

- liability from premises and operations.
- liability from products or completed operations.
- liability from actions of independent contractors
- liability assumed by contract.

All coverage provided to CREC under this section must be primary and non-contributory. CREC must be specifically named as “additional insured” on your CGL policy with ISO form CG 20 10 or CG 20 26 and form CG 20 37, or equivalent acceptable to CREC. Any Aggregate limit must apply per job/project. Products/completed operations must be carried for 2 years after completion of job and acceptance by CREC.

#### 4.2. Automobile Liability

Covering owned, hired & non-owned vehicles. **\$1,000,000 per accident minimum**, or sufficient to satisfy required underlying limits for the umbrella policy

#### 4.3. Workers Compensation Employers Liability

WC, Statutory

EL **\$1,000,000 per accident minimum**, or **sufficient** to satisfy required underlying limits for the umbrella policy (see below).

#### 4.4. Umbrella or Excess Liability

Coverage must be excess over underlying policies described above. All coverage provided to CREC under this section must be at least as broad as that found in the underlying policies, and must be primary and non-contributory with any other insurance available to CREC.

#### 4.5. Professional Liability

**\$1,000,000 per occurrence/ \$1,000,000 aggregate**

#### 4.6. Contractors Pollution Liability

**\$1,000,000 per occurrence/ \$1,000,000 aggregate**

## 5. Scope of Work

### 5.1. Scope

#### Nutritional Information

The selected vendor will be required to provide all relevant information to assure that specified items meet the nutritional requirements under the USDA

meal pattern for the following programs: National School Breakfast, Lunch, After School Snack, Seamless Summer Food Service Program, Child Adult Care Food Program (CACFP), Head Start, Early Head Start, Supper Program, Summer Food Service Program and any items that fall within the Connecticut Healthy Food Certification Program.

Nutritional Analysis, CN label and signed product formulation statement, MUST be submitted to the RAFT with all items that appear on this bid at the time of the bid opening and on every item ordered throughout the year. Nutritional Analysis, CN label and signed product formulation statement, MUST be provided at the request of any individual school district.

Documents to support the nutritional information within each program mentioned above must be sent in a digital PDF format.

The Buy American provision requires school food authorities (SFAs) to purchase domestic agricultural commodities and food products for meals served in the SFA's Child Nutrition Programs in compliance with the Buy American Provision specified in the federal regulations for the NSLP (7CFR 210.21) SBP (7CFR220.16)

The Buy American requirement specifies that all SFAs and institutions must purchase domestic commodities or products to the maximum extent practicable. Please see below.

- A "domestic commodity or product" is an agricultural commodity produced in the United States (U.S.) and a food product that is processed in the U.S. substantially using agricultural commodities that are produced in the U.S.
- "Substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

#### HACCP Based Food Safety Program

The selected vendor shall maintain a written HACCP-based Food Safety Program (or equivalent). Delivery trucks shall be refrigerated when applicable, to ensure perfect conditions of

products upon delivery. The successful vendor shall always be subject to inspection. Items must meet or exceed health, quality and safety standards established by the State Department of Health, CT Consumer Protection Division, the FDA (Food and Drug Administration), the USDA (United States Department of Agriculture), the NSF (National Safety Foundation), UL (Underwriters Laboratory) and OSHA (Occupational Safety and Health Act), whichever is applicable. Failure to comply with these requirements may result in the termination of this agreement.

#### Packing, Handling, and Deliveries

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

The delivery of all products will comply in every respect with all applicable laws of the Federal Government and/or State of Connecticut. Delivery dates and times will be established by the school system according to their needs.

Inspections will be done prior to acceptance of all deliveries, only items that meet proposal specifications will be accepted. Only items ordered will be accepted. Quantities in excess will not be accepted. Specifications cannot be modified by anyone other than the assigned agent for the Member District.

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

The products of the successful vendor/contractor shall be subject to inspection

at all times and if production methods and/or sanitary conditions are found to be unsatisfactory and/or products failing in requirements in the opinion of the purchasing agent, the contract shall be subject to cancellation. Materials/Supplies must meet or exceed health, quality and safety standards established by the CT State Department of Health, CT Consumer Protection Division, the FDA (Food and Drug Administration), the USDA (United States Department of Agriculture), the NSF (National Safety Foundation), UL (Underwriters Laboratory), and OSHA (Occupational Safety and Health Act), whichever is applicable.

Member District may withhold acceptance of or reject any goods that are found upon examination not to meet the specification requirements. When rejected, goods shall be removed by the vendor from any existing invoicing within ten (10) days after notification of rejections.

#### Tax Exempt Status

Members of RAFT are exempt from the payment of Federal, State or Local taxes under Section 12-412 of the general statutes of the State of Connecticut. All proposals should not include tax applications.

#### Ordering Procedure

All members of RAFT will have the option to place orders with the selected vendor through an online portal, electronically or by phone. In the event an order needs to be adjusted or cancelled. RAFT members will be able to do this from the same sources mentioned above.

In the event the selected vendor cannot supply an awarded item, the vendor must notify RAFT members prior to the scheduled delivery. A substitution will be allowed to the discretion of RAFT, but only if the substituted item is equivalent in quality, performance and other relevant characteristics and the price is no more than the awarded price.

## 6. Submission of Proposals

### 6.1. Submission of Proposals

- A. A letter of transmittal addressed to the RAFT Executive Board which includes a statement by the proposer accepting all terms and conditions and requirements contained in the Specifications including the form of contract contained therein.
- B. Completed Vendor questionnaire form and reference sheet in form attached.
- C. Completed pricing worksheet (available on the above-referenced website within the RAFT tab) for all commercial products and Further Processed USDA Foods. Proposals must provide pricing for all commercial products and Further Processed USDA Foods.
- D. Appendix Documents: A, B, C, D, E and F
  - 1. Non-Collusive Bid Statement (Must be notarized)
  - 2. Certification Regarding Debarment and Suspension
  - 3. Certification Regarding Lobbying
  - 4. Vendor Indemnification
  - 5. Affirmative Action Statement
  - 6. Form of Contract

### 6.2. Content, Organization and Award Information and Conditions

The Request for Proposal (RFP) is intended to provide interested proposers with information concerning the conditions and requirements for submitting proposals. Proposers must examine all information and materials contained in the RFP. **Failure to do so will be at the proposer's risk.** In response to the RFP, proposers shall adhere to the established format. By doing so, comparable objective data will be provided to RAFT for review and analysis. The proposal shall provide the following sections, in order and format described.

- a. Submittal Letter
- b. Vendor Questionnaire Form & Reference Sheet
- c. Completed price proposal worksheet
- d. Appendix Documents; A, B, C, D, E and F

Proposals submitted in response to this RFP shall constitute a binding offer by the selected vendor (or vendors in the event there are more than one vendor) to enter into contracts with participating school districts in form as included in this Request for Proposal, based on the pricing stated in the proposal. This award will be for the period August 1, 2026, through July 30, 2027. RAFT reserves the right to renew

the award with the successful vendor to cover two additional school years. (2027-2028 and 2028- 2029), provided that extensions shall require the written consent of both parties prior to the July 30, 2027.

RAFT reserves the right to reject any and all proposals, to waive technical defects and make such awards including accepting a proposal, although not the low proposal, as it is deemed best interest of RAFT and the member districts.

Pricing shall cover all cost of goods, labor, services, materials, tools, equipment, fuel costs and all other costs and expenses incurred by proposer of any nature that is required to sell and deliver the goods specified herein in accordance with the terms and conditions of this Request for Proposal.

Awarding vendor(s) MUST honor those items bid on. No substitutes are to be made without prior agreement/notification with RAFT members, or the item(s) will be returned, OR the substituted item will be billed at the original ordered items' bid price, in each case as determined by RAFT and individual member districts in their respective sole discretion.

RAFT and/or member districts reserve the right not to make or award to any proposers.

RAFT reserves the right to request and purchase new products not originally on the bid to initiate taste tests or trials. The awarded vendor shall charge RAFT a cost-plus fixed fee for requested new products.

## **7. Evaluation & Award of Contract**

### **7.1. Evaluation**

Proposals will be evaluated by a team comprised of the CREC RESC Alliance.

The principal selection criteria, as stated in the Evaluation Phases, will be considered during the evaluation process of proposals. Cost will not be the primary factor but will be considered alongside other criteria.

#### **Oral Presentation**

CREC reserves the right to request any or all firms to make oral presentations to the evaluation team. These presentations will provide an opportunity for firms to address questions regarding their proposals. Selection for an oral presentation does not guarantee consideration for the project.

The evaluation team will recommend a firm for approval. It is anticipated that a vendor will be selected by July 2026. Following notification of the vendor selected, it is expected a contract will be executed between both parties within thirty (30) days of approval.

### **7.2. Proposal Acceptance**

Sealed Proposals will be accepted via CREC's e-Procurement portal.

CREC shall have the right, in its sole and absolute discretion, to reject any or all Proposals and, in particular, to reject a Proposal not in compliance with the RFP, or a Proposal which is in any way incomplete or irregular. Further, CREC shall have the right, in its sole and absolute discretion, to waive any informality or irregularity in any Proposal received, to negotiate changes, to offer additional terms, and to accept the Proposal that, in its judgment, will be in the best interest of CREC.

CREC may investigate and research, as it deems necessary, any vendor to determine the ability of the vendor to perform the Services. The vendor shall furnish all information and data for this purpose as CREC may request.

CREC reserves the right to reject any Proposal if the evidence submitted by the vendor, or investigation of the vendor, fails to satisfy CREC that the vendor is properly qualified to perform the Services.

The vendor certifies under penalty of perjury that, to the best of their knowledge and belief, the prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement with any other vendor or competitor and, further, that the prices which have been quoted in the Proposal have not been knowingly disclosed by them, directly or indirectly, to any other vendor or competitor prior to the opening of Proposals by CREC. The submission of a Proposal shall serve as conclusive evidence that the vendor is satisfied as to all requirements outlined in the RFP and to all conditions serving to control the execution of any Contract which may be executed between the parties.

### **7.3. Terms of Engagement**

This Contract is for an initial term of three (3) years with the option for two (2) one-year renewals. A one-year contract is contemplated, subject to the annual review upon the satisfactory negotiation of terms (including a price acceptable to CREC and the selected firm).

#### **7.4. Awarding of Contract**

Awarding of the Contract for the Services by CREC, in its sole and absolute discretion, shall be to various vendors.

CREC may elect to award the contract to a vendor that has not submitted the lowest Proposal if it is judged to be in CREC's best interest. Criteria that could be applied in the determination would include, but not be limited to, evidence of financial responsibility, performance on other contracts, experience, ability to provide future services, references, and utilization of technology.

No Proposal shall be accepted, nor Contract awarded, to any vendor whose performance on any previous contract has been determined to be unsatisfactory by CREC, in its sole and absolute discretion.

All vendors submitting bids will be notified of our decision.

CREC shall not be responsible for any alleged oral instructions or contract interpretations given to vendors.

#### **7.5. Notice of Award**

Until a Contract has been awarded, no vendor can claim any contract rights by virtue of the Proposal alone, or results of the public bid opening. Awarding of the Contract means actual written notice to the vendor that the Contract has been awarded.



## 8. Evaluation Phases

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Vendor Questionnaire Form, References and completed Appendixes</b>  This category will be evaluated based on the responses to the Questionnaire Form, the organization and completion of the proposal and client reference checks. This category will equal up to 20 points (20%).	Points Based	19 <i>(19.2% of Total)</i>
2.	<b>Price Proposal Worksheet</b>  Each price proposal will be evaluated based on satisfaction of item specifications, pricing and overall quality of any equivalent products. This category will equal up to 50 points (50%).	Points Based	50 <i>(50.5% of Total)</i>
3.	<b>Delivery Schedule</b>  This category will be evaluated by how the vendor demonstrates the ability to meet the needs of every RAFT Member's requirement for deliveries at each delivery location. The category will equal up to 30 points (30%)	Points Based	30 <i>(30.3% of Total)</i>

## 9. Vendor Submittals

### 9.1. [Technical Proposal\\*](#)

Please upload your technical proposal here as specified in [Submission of Proposals](#).

#### **DO NOT INCLUDE COST INFORMATION**

\*Response required

### 9.2. [Cost Proposal\\*](#)

\*Response required

### 9.3. [Optional Attachments](#)

### 9.4. [Restrictive Period\\*](#)

A restrictive period under CREC policy is currently in effect for this procurement and will remain in effect until approval of the Contract. Bidders/proposers are prohibited from contact related to this procurement with any CREC employee other than the designated contact listed below.

Purchasing Primary Contact: Danah Serrano-Baez, Manager of Operations (dserranobaez@crec.org)

☐ Please confirm

\*Response required

### 9.5. [Insurance Requirements\\*](#)

By confirming, the bidder confirms that they have reviewed and acknowledge the outlined insurance requirements in [Instructions: CREC Insurance Requirements section](#).

☐ Please confirm

\*Response required

### 9.6. [Affirmative Action](#)

#### 9.6.1. [Affirmative Action Statement\\*](#)

By confirming, the bidder agrees to the following:

1) The bidder agrees and warrants that in the submission of this sealed bid, they will uphold CREC commitment to following Connecticut State and Federal law ensuring full compliance. CREC prohibits harassment and discrimination on the basis of race, color, religious creed, age, marital status, military or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI, VII of the Civil Rights Act of 1964, which affirms that no person or group of persons is excluded from participation, denied benefits, or otherwise subjected to discrimination or permits discrimination under any program or activity or any service rendered to the public, on the grounds of race, color, creed, religion, national origin, sex, age or disability. Title IX of the Education Amendments Act of 1973; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1991; and applicable state laws. Unless it is shown by such bidder that such disability prevents performance of that which must be

done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut.

Affirmative Action Info

The bidder further agrees to provide the Connecticut Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement may be required by the successful bidder.

2) Non-Discrimination and Affirmative Action.

(a) Seller agrees and warrants that in the performance of the Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental or physical disability, including, but not limited to, blindness, unless it is shown by Seller that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State. Seller further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental disability or physical disability, including, but not limited to blindness, unless it is shown by Seller that such disability prevents performance of the Contract.

(b) Seller agrees, in all solicitations or advertisements for employees placed by or on behalf of Seller in connection with the Contract, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the "Commission").

(c) Seller agrees to provide each labor union or representative of workers with which Seller has a collective bargaining agreement or other contract or understanding or each vendor with which Seller has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of Seller's commitments pursuant to the Connecticut General Statutes (the "Statutes") Section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Seller agrees to comply with each provision of Sections 4a-60, 4a-60a, 46a-68f of the Statutes, and with each regulation or relevant order issued by said Commission pursuant to Statutes Sections 46a-56, 46a-68e and 46a-68f.

(e) Seller agrees to provide the Commission and CREC with such information requested by them, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of Seller as relate to the provisions of Statutes Sections 4a-56 and 4a-60. If the Contract is deemed a public works contract, Seller agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in performance of the Contract.

3) Americans With Disabilities Act Of 1990. Seller represents and warrants that it is familiar with the terms of the Americans with Disabilities Act of 1990 (43 USCS Sections 12101-12189 and Sections 12201-12213 (Supp. 1993); 47 USCS Sections 225.611 (Supp. 1993) (the "Act") and that Seller is in compliance with the Act. The Seller shall hold CREC harmless from any liability imposed upon CREC as a result of any

failure of the Seller to be in compliance with the Act. Seller agrees to abide by the provisions of Section 504 of the Federal Rehabilitation Act of 1973, as amended, 29 USC Section 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

The vendor/bidder understands that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered for contract with Capitol Region Education Council. The vendor /bidder also understands that the Affirmative Action statements will become part of any contract, and that breach of such statements will constitute a breach of the contract subject to such remedies as provided by law. I certify that there are no misrepresentations, omissions, or falsifications in the foregoing statements and answers, and that the entries above are true, complete, and correct to the best of my knowledge and belief. If your company does not have a written affirmative action plan, please estimate the number of vacancies during the next 12 months, and indicate the numerical or percentage goals you have set for the employment of minority people and females to make your labor force reflective of the labor market in which you operate.

☐ Yes

☐ No

\*Response required

*9.6.2. Please indicate the name and address of the company official(s) responsible for carrying out the Equal Employment Opportunity/Affirmative Action Program for your company.I.\**

\*Response required