



**City of Meriden**  
Purchasing Department  
142 East Main St. Room 210  
Meriden, CT 06450

# **RFP 027-04 FOOD SERVICE PAPER GOODS AND DISPOSABLE PRODUCTS**

**Project ID: RFP027-04**

RELEASE DATE: June 18, 2026

RESPONSE DEADLINE: July 16, 2026, 11:00 am

Please refer to the project timeline in this document for all important deadlines.

## Table Of Contents

1. LEGAL NOTICE
2. THE OPPORTUNITY
3. SCOPE OF SERVICES
4. EVALUATION CRITERIA
5. SUBMISSION INSTRUCTIONS AND SELECTION PROCESS
6. TERMS AND CONDITIONS
7. VENDOR SUBMISSION FORMS

## LEGAL NOTICE

### REQUEST FOR PROPOSALS

**The City of Meriden is accepting electronic proposals for:**

**RFP027-04 Food Service Paper Goods & Disposable Products**

<b>RFP Summary</b>	The City of Meriden is soliciting electronic proposals from qualified vendors for <b>food service paper goods and disposable products</b> for Meriden Public Schools.
<b>RFP Issue Date</b>	<p><b>June 18, 2026</b></p> <p>Proposals shall be submitted as electronic responses per specifications obtained via the City eProcurement Portal:  <a href="https://procurement.opengov.com/portal/meridenc">https://procurement.opengov.com/portal/meridenc</a></p>
<b>Proposal Due Date</b>	<p><b>July 16, 2026 at 11:00 a.m. EST</b></p> <p>The City eProcurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties.</p>
<b>Question Submission Deadline</b>	<b>July 1, 2026 at 4:00 p.m. EST</b>
<b>Question Response Deadline</b>	<b>July 8, 2026 at 4:00 p.m. EST</b>
<b>Proposal Submission Process</b>	<p><b>Please submit electronic responses via the City eProcurement Portal:</b> <a href="https://procurement.opengov.com/portal/meridenc">https://procurement.opengov.com/portal/meridenc</a>.</p> <p>By way of the eProcurement Portal, responses will be locked and digitally encrypted until the submission deadline passes. This RFP is also posted on the State of Connecticut Department of Administrative Services website: <a href="https://webprocure.proactiscloud.com">https://webprocure.proactiscloud.com</a>.</p> <p>The City of Meriden is an Affirmative Action/Equal Opportunity Employer. Disadvantaged, minority, small, and women business enterprises are encouraged to respond.</p> <p>The City of Meriden reserves the right to reject any or all proposals and may waive any informality.</p>
<b>RFP Official Contact</b>	<p><b>Rawle Dummett</b>, Purchasing Officer</p> <p>City of Meriden, CT 06450-8022</p> <p>Dated: June 18, 2026</p>

Request For Proposal #RFP027-04

Title: RFP 027-04 Food Service Paper Goods and Disposable Products

## THE OPPORTUNITY

### 1. SUMMARY

Meriden Public Schools seeks proposals from qualified vendors for the supply and distribution of food service paper goods and disposable products. The total value of the contract for the school year 2026-2027 is anticipated to be approximately \$210,000.

### 2. BACKGROUND

#### **Food and Nutrition Services Program Overview**

The goal of the Meriden Public Schools Food and Nutrition Services Program is to ensure healthy meals are served in a safe cafeteria environment. In the 2025-2026 school year, there were 8,200 enrolled students across 13 school sites. All school sites have elected the U.S. Department of Agriculture (USDA) Food and Nutrition Service (FNS) Community Eligibility Provision, which is a non-pricing meal service option that allows Meriden Public Schools to serve breakfast and lunch at no cost to all enrolled students.

To continue uninterrupted service to students, Meriden Public Schools seeks to partner with a vendor that can supply and deliver a variety of Food Service paper goods and disposable products.

Successful performance under this contract will result in dependable access to high-quality products for Meriden Public Schools, enabling uninterrupted meal service. Meriden Public Schools will work collaboratively with the selected vendor to maintain performance outcomes so that all school sites can consistently serve their students.

Presently, there are 14 delivery locations, including the central warehouse. Meriden Public Schools participates in the below CNPs, with daily averages provided from the previous school year.

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<b>Program</b>	<b>Daily average in school year 2024-2025</b>
<b>National School Lunch Program (NSLP)</b>	6,200 lunches
<b>NSLP Afterschool Snack Service</b>	200 snacks
<b>School Breakfast Program</b>	4,300 breakfasts
<b>Child and Adult Care Food Program – At-Risk Afterschool Meals Component</b>	150 suppers
<b>Fresh Fruit and Vegetable Program</b>	3,000 snacks
<b>Summer Food Service Program – 10 weeks</b>	31,038 breakfasts 51,380 lunches

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### 3. AWARD INFORMATION

#### **Contract Length**

This request for proposals is for an agreement starting on **September 1, 2026** and ending on **June 30, 2027**.

#### **Contract Renewal**

Ninety (90) days prior to the expiration of the resulting agreement, the parties may, by mutual agreement, extend it for a one (1) year term, not to exceed five (5) years total. Contract shall be by standard agreement and RFP pricing.

#### **Multiple Awards**

The award will be made in the best interest of Meriden Public Schools. The ability to render satisfactory delivery and service will be considered in the award, as well as price, as outlined in the evaluation criteria. Meriden Public Schools reserves the right to reject any or all proposals received.

Meriden Public Schools seeks a prime vendor. Delivery needs, volume in quantity and minimum delivery requirements will be taken into consideration when determining the award, as outlined in the evaluation criteria. Meriden Public Schools reserves the right to make multiple awards or an alternate award if the awarded vendor cannot meet delivery, quantity, or quality requirements.

### **Product Quantities**

It is understood that any product quantities outlined in the Cost Proposal Workbook are approximate. Any contract shall cover the actual needs of Meriden Public Schools as ordered throughout the term of the contract. All efforts will be made to communicate quantity changes in advance.

### **Pricing**

All prices shall include the complete cost of inside delivery, and all deliveries shall comply in every respect with all applicable laws of the federal government and/or the State of Connecticut. These items will be used by a municipality and should be free from all local, state and federal excise taxes. This RFP contains a Cost Proposal Workbook that includes the product list.

### **Economic Price Adjustments**

The selected vendor may petition for price re-determination, meaning an increase to the fixed prices of the contract, no more than twice per contract year (every six months). Petitions must be submitted at least 60 days prior to the expected price adjustment taking effect. The District may also require a price re-determination, meaning a decrease to the fixed prices of the contract, in connection with a contract renewal if the applicable index decreases over the relevant period.

Requested price re-determinations must be supported by the Producer Price Index (PPI) by Industry: Plastics Product Manufacturing, Series ID PCU32613261, not seasonally adjusted, as published by the U.S. Bureau of Labor Statistics. The applicable PPI data may be accessed through the U.S. Bureau of Labor Statistics website or through the Federal Reserve Bank of St. Louis. If the selected vendor would like to propose an alternative price index, it would be subject to the approval of Meriden Public Schools.

The requested or required adjustment shall not exceed the percentage change reflected in the index over the applicable period. To make a request, the selected vendor must provide documentation showing the index value used at the time of proposal, the current index value used for the renewal request, the percentage change, and the resulting revised pricing. Meriden Public Schools will review the request and determine whether an adjustment is reasonable. Approved adjustments will apply moving forward and be documented in writing. Price increases based on uncontrollable events, tariffs, labor costs, or other vendor-specific cost changes will not be accepted unless reflected in the applicable index. If the pricing requirements cannot be met, the solicitation may be re-posted.

### **Prices Valid for 90 Days**

All prices proposed in the Cost Proposal Workbook will remain valid for 90 days after the proposal due date.

## **4. LENGTH OF CONTRACT**

Ninety (90) days prior to the expiration of the resulting contract, the parties may, by mutual agreement, extend the contract for up to one (1) additional year, not to exceed five (5) years total. Any extension must be in writing, executed by both parties.

## SCOPE OF SERVICES

### 1. SERVICES TO BE PROVIDED

The selected vendor will partner with Meriden Public Schools over the term of the contract resulting from this RFP to procure and deliver food service paper goods and disposable products.

#### **Product Requirements**

##### “Or Equal” Products

When specified “or equal” in the Cost Proposal Workbook, the proposer may offer an article that is certified to be equal in quality, performance, and in other essential characteristics to the RFP standard.

##### Cleanliness

The vendor shall ensure all products are received, stored, handled, transported, and delivered in compliance with applicable federal, state, and local and sanitation requirements.

The products of the selected vendor shall be subject to inspection at any time, and if production, storage, or transportation methods and/or sanitary conditions are found to be unsatisfactory and/or products fail to meet requirements, the contract will be subject to cancellation.

Meriden Public Schools retains the right to immediately obtain any item from another selected vendor if deliveries are deemed unsanitary, products are delivered late on a consistent basis, or the item(s) do not meet specifications.

#### **Orders**

All orders will be placed via the selected vendor’s online portal. The Food and Nutrition Services Director or designated staff may adjust or add to orders electronically, via phone, or through email.

##### Product Additions and Deletions

Meriden Public Schools may add or delete items at any time throughout the contract period. Prices for products added must reflect reduced K-12 pricing or special allowances that are available.

##### Emergency Orders

In rare cases, Meriden Public Schools may place emergency orders. While all efforts will be made to avoid emergency orders, the selected vendor shall accept and deliver any emergency order on short notice.

##### Substitutions

If, during the contract period, the selected vendor cannot supply an item, a substitute product certified to be equal in quality, performance, and other essential characteristics may be offered. Substitutions must be equal to or less than the quoted price for the original product.

The selected vendor must contact Meriden Public Schools prior to substituting items. All substitutions must be approved by Meriden Public Schools with advance notice of the item being substituted.

#### **Deliveries**

##### Delivery Criteria

Meriden Public Schools currently receives paper goods every other week on Monday. The Food and Nutrition Services Director will consider alternative delivery days.

Deliveries shall be made to the receiving area of individual schools (inside) between the hours of 6:00 AM to 1:30 PM, as negotiated with the Food and Nutrition Services Director. Only food service personnel may accept and sign for the products. Other Meriden Public Schools personnel are not authorized to sign for products. Payment for products may not be made if an improperly signed or unsigned invoice is received.

Any product delivered in unacceptable condition (e.g., a damaged or wet container) must be picked up when the next delivery is made to that school district, since items received in this condition could result in contaminated food.

Delivery Locations and Schedule

The selected vendor agrees to deliver products to locations set out in the table below, subject to the terms and conditions of this solicitation.

School Site Name	School Address	Delivery Frequency	Loading Dock / Forklift Availability
<b>John Barry</b>	124 Columbia St	Every other week	N/A
<b>Ben Franklin</b>	426 West Main St	Every other week	N/A
<b>Nathan Hale</b>	277 Atkins St Ext	Every other week	N/A
<b>Hanover</b>	208 Main St	Every other week	N/A
<b>Thomas Hooker</b>	70 Overlook Rd	Every other week	Loading dock
<b>Casimir Pulaski</b>	100 Clearview Ave	Every other week	N/A
<b>Israel Putnam</b>	133 Parker Ave	Every other week	N/A
<b>Roger Sherman</b>	64 N Pearl St	Every other week	Loading dock
<b>Washington Middle</b>	1225 North Broad St	Every other week	N/A
<b>Lincoln Middle</b>	162 Centennial Ave	Every other week	Loading dock
<b>Edison Middle</b>	1355 North Broad St	Every other week	Loading dock
<b>Maloney High</b>	121 Gravel St	Every other week	N/A
<b>Platt High</b>	220 Coe Ave	Every other week	Loading dock
<b>Meriden Warehouse</b>	988 North Colony Rd	Twice a year or as needed	Loading dock and forklift

Delivery Schedule Changes

Meriden Public Schools will not accept any deliveries on snow days or any other days that schools are closed. In the event of a snow day, orders must be delivered no later than two business days after the closure, with preference for the following business day.

Meriden Public Schools will make efforts to communicate any changes to delivery schedules. All non-emergency changes must be agreed upon 14 days in advance.

In school year 2026-2027, Meriden Public Schools will be closed on:

Date	Holiday
<b>Sep. 7, 2026</b>	Labor Day
<b>Oct. 12, 2026</b>	Columbus Day
<b>Nov. 3, 2026</b>	Election Day
<b>Nov. 11, 2026</b>	Veterans Day
<b>Nov. 26-27, 2026</b>	Thanksgiving Holiday

<b>Dec. 24, 2026 - Jan. 1, 2027</b>	Holiday Recess
<b>Jan. 18, 2027</b>	Martin Luther King, Jr. Day
<b>Feb. 15, 2027</b>	Presidents' Day
<b>Feb. 16, 2027</b>	Winter Vacation
<b>Mar. 26, 2027</b>	Good Friday
<b>Apr. 12-16, 2027</b>	Spring Vacation
<b>May 31, 2027</b>	Memorial Day
<b>Jun. 18, 2027</b>	Juneteenth

Summer Food Service Program Delivery Frequency Adjustments

Meriden operates the Summer Food Service Program, which may require deliveries to several but not all schools in the summer of 2027. For those sites operating the program, some may require deliveries every other week or on an as needed basis.

**Invoices and Statements**

Invoices for the purchases of paper goods and disposable products made by schools are paid by Meriden Public Schools Food and Nutrition Services Program. To facilitate the handling of these invoices, all vendors must adhere to the following instructions:

- The name of the school must be listed on each invoice.
- All items on delivery tickets must be billed according to the proposal or quoted price.
- All vendors must issue delivery tickets and credit memos in duplicate, and both copies must be signed by the individual school cafeteria manager/staff. One copy must be left with the cafeteria manager, and one copy will return with the delivery driver to the selected vendor.
- All vendors shall forward monthly statements for each school directly to Meriden Public Schools by the fifth working day of the month following purchase.
- All delivery tickets supporting monthly statements must be exact in agreement with the copy of delivery tickets left with the manager. If, for any reason, it is necessary to make a change to the delivery ticket (an additional charge or credit), a credit or debit memo shall be issued.
- All cancellations or merchandise returns must be recorded by the driver on both copies of delivery tickets and pick-up tickets. Credit slips must be sent with invoices when products are being picked up.

**Payment**

All bills will be paid within 30 days of the date of invoice. If the selected vendor offers prompt payment discounts, all bills will be paid within the agreed-upon time frame.

**Performance Management**

Meriden Public Schools will actively and regularly collaborate with the selected vendor to improve results and adjust delivery service through scheduled meetings as necessary.

**Monthly Product Usage Reports**

A report of items used, including price per item, is required monthly in email form to the School Nutrition Director or designee. The selected vendor must supply a summary by item sold (stating quantity per month) on a year-end basis.

**Resolution of Concerns**

The selected vendor shall be required to have representatives available at reasonable times to discuss and resolve any concerns that may arise during the school year. It is expected that a mutual, open line of communication will be developed to ensure

Request For Proposal #RFP027-04

Title: RFP 027-04 Food Service Paper Goods and Disposable Products

district needs are met. Representatives should advise on the use of the selected vendor's products based on market conditions, forecasting, and inventory levels.

In the event of any dispute concerning paper goods and disposable products, the Superintendent of Schools or his designated representative's judgment shall be final.

## EVALUATION CRITERIA

### 4.1 Minimum Qualifications

#### Certification Regarding Collusion

Proposers must certify the proposal has been submitted without collusion. This form must be notarized.

#### Certification Regarding Debarment and Suspension

Proposers must certify that their organization is not listed on the governmentwide exclusions in the System for Award Management (SAM). This form may be electronically signed.

#### Certification Regarding Lobbying

Proposers must submit a certification regarding lobbying. This form may be electronically signed.

### 4.2 Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Qualifications, Experience and Capacity</b></p> <p>This category of the Technical Proposal will be evaluated based on the proposer’s years of experience, experience with the K-12 segment, team members, and references.</p>	Points Based	15 <i>(15% of Total)</i>
2.	<p><b>Service Delivery Approach</b></p> <p>This category of the Technical Proposal will be evaluated based on the proposer’s electronic capabilities, order placement methods and minimums, substitutions process, special orders process, reporting, deliveries, and the availability of prompt payment discounts.</p>	Points Based	25 <i>(25% of Total)</i>
3.	<p><b>Cost Proposal</b></p> <p>Each Cost Proposal will be evaluated based on products meeting specifications, product pricing, nutritional information, and product quality.</p>	Points Based	45 <i>(45% of Total)</i>

4.	<b>Responsible and Responsive Bidder</b>  Each proposer's submitted documents will be reviewed for completeness. Missing documents, entries, or missing signatures will result in reduced points.	Points Based	15 <i>(15% of Total)</i>
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## **SUBMISSION INSTRUCTIONS AND SELECTION PROCESS**

### **1. Proposal Content**

#### **5.1 Proposal Content**

Proposers need to submit the documents outlined below for consideration. These documents can be downloaded in the "Vendor Submission Forms" section.

#### **Proposal Checklist**

##### **Technical Proposal Workbook**

All sections have been completed:

Proposer General Information

Category 1: Qualifications, Experience, and Capacity

Category 2: Service Delivery Approach

##### **Cost Proposal Workbook**

Pricing and required fields submitted for all or some products:

Category 3: Cost Proposal Workbook

##### **Required Compliance Documents**

Non-Collusive Bid Statement (Must be notarized & sealed or stamped)

Certification Regarding Debarment and Suspension (Electronically signed)

Certification Regarding Lobbying (Electronically signed)

#### **5.2 General Submission Instructions**

##### **Where and How to Submit the Proposal**

The City of Meriden will only be accepting electronic submissions of proposals. Please submit electronic responses using the OpenGov portal. Navigate to the "Vendor Submission Forms" section to download all required documents. Once these documents are complete, upload them in the same section and submit the complete proposal. Responses will be locked and digitally encrypted until the submission deadline passes.

##### **When to Submit the Proposal**

Proposals are due for submission no later than 11:00 a.m. EST, Thursday, July 16, 2026. Proposals received later than the time and date specified will not be considered.

##### **How to Submit Questions**

Questions can be submitted through the OpenGov portal by navigating to the "Question & Answer" section of the RFP page. Please note the deadline for submitting inquiries is July 1, 2026 at 4:00 p.m. EST. All answers to inquiries will be posted on the City eProcurement Portal will be posted no later than July 8, 2026 at 4:00 p.m. EST. Proposers may also click "Follow" on this

document to receive an email notification when answers are posted. It is the responsibility of the proposer to check the website for answers to inquiries.

### **5.3 Technical Proposal Workbook Instructions**

Navigate to the “Vendor Submission Forms” tab and download the Technical Proposal Workbook. This document is a fillable PDF that can be completed using Adobe Acrobat Reader (free) or Adobe Acrobat Pro. Do not fill out the PDF in a web browser preview (such as Chrome, Edge, or Safari), as browser viewers often do not save form entries and you may lose your progress. Save the document to your computer and open it in the Adobe application before proceeding. **Before submitting, use Print Preview or Print to PDF to confirm all responses are visible.** If you require additional space to answer any required section, use the Continuation of Responses section at the end of the Technical Proposal Workbook.

In case of difficulties, proposers may opt to use the Microsoft Word version of the Technical Proposal Workbook, which can be found in the Attachments tab under “Supporting Attachments.”

### **5.4 Cost Proposal Workbook Instructions**

Navigate to the “Vendor Submission Forms” tab and download the Cost Proposal Workbook. This document can be completed in Microsoft Excel.

#### **Proposing on All or Some Products**

Proposers are not expected to propose pricing for all items in the Cost Proposal Workbook; proposers may submit pricing for all or some products. For each item, proposers must clearly show their product code number and fill out both case price and unit price, as applicable.

#### **Submitting “Or Equal” Products**

Equivalent products offered “as equal” to the specified brand/code number listed in the Cost Proposal Workbook will be evaluated based on price, quality, appearance, and performance.

Samples may be required after proposal evaluation, upon request. Samples will be requested in writing by Meriden Public Schools and must be received within 10 business days of the request. Samples submitted shall be clearly labeled with the vendor name, product name and proposal item number so they can be readily identified. The determination of equivalency will be made in the best interest of Meriden Public Schools.

### **5.5 Submission Terms**

#### **Authorization**

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

#### **Amendments**

Amendments to or withdrawal of proposals received later than the date and time set forth in the proposal opening will not be considered.

#### **Examination of Documents**

The City of Meriden and its agents do not have any responsibility for the accuracy, completeness, or sufficiency of any proposal document obtained from any other source other than from the City eProcurement Portal:

<https://procurement.opengov.com/portal/meridenc>. Obtaining documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining documents from any other source may also result in failure to receive any addenda, corrections, or other revisions to the documents that may be issued.

## **5.6 Selection Process, Award, and Protest Procedures**

### **Selection Schedule**

RFP issue date	June 18, 2026
Deadline for questions	July 1, 2026
Proposals due	July 16, 2026
Anticipated contract award	August 19, 2026

### **Selection and Award Process**

A Meriden Public Schools committee will review and evaluate proposals and make a recommendation to the Meriden Board of Education. Meriden Public Schools will base a recommendation for contract/agreement award on the published evaluation criteria.

Meriden Public Schools reserves the right to conduct any test, evaluation, or comparison it deems necessary to complete the evaluation process.

Meriden Public Schools will award the most responsive and responsible proposal(s), with price and other criteria considered as outlined in this RFP. Meriden Public Schools seeks a prime vendor; however, the district reserves the right to make multiple awards.

### **Protest and Appeals Process**

Meriden Public Schools is the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in connection with USDA FNS CNPs. This includes, but is not limited to source evaluation, protests, disputes, claims, or other matters of a contractual nature.

### **Award of Contract**

The Purchasing Officer reserves the right to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms and to waive minor inconsistencies with the RFP. The Purchasing Officer reserves the right to make a selection on the basis of qualifications, experience in providing similar services elsewhere, and the proposal's responsiveness to the RFP requirements.

The contract will not be awarded to any corporation, firm, or individual which/who is in arrears to the City of Meriden or Meriden Public Schools by debt or contract, or who is in default as security or otherwise by any obligation to the City of Meriden or Meriden Public Schools.

The right is reserved to reject any or all proposals, in whole or in part, to award any item, group of items, or total proposal, and to waive informality or technical defects, if it is deemed to be in the best interest of Meriden Public Schools.

## **TERMS AND CONDITIONS**

### **1. City of Meriden Requirements**

#### **Taxes**

The City of Meriden is exempt under Connecticut General Statutes from the payment of the excise taxes imposed by the federal government and the Sales and Use Tax of the State of Connecticut; such taxes should not be included in the proposal price. Upon request, exemption certificates will be furnished to the successful Proposer.

#### **Non-Collusion Statement**

Each proposer submitting a proposal to the City of Meriden for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto the sworn Non-Collusive Statement, to the effect that the proposal has not colluded with any other person, firm, or corporation in the submission of the proposal/qualifications. Please note this form MUST be signed, notarized, and uploaded and is part of the RFP requirements.

#### **Form of Agreement Between City of Meriden and Selected Vendor/Consultant**

The Agreement for the work will be via Purchase Order.

#### **City of Meriden Code of Ethics**

The City of Meriden has adopted a Code of Ethics located in Chapter 21 of the Code of the City of Meriden, sections 21-1 through 21-15, inclusive, which are expressly incorporated herein by reference. The terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City of Meriden as a result of this proposal as if those terms were fully set forth in such contract or agreement.

Proposers are specifically advised that the Code of Ethics prohibits public officers and employees, as well as their immediate families and businesses, with which they are associated from participating in any transaction which is incompatible with the proper discharge of official duties or responsibilities. Proposers are also advised that the Code of Ethics contains provisions with respect to paid contractors and former employees and officials.

**PROPOSERS SHOULD NOTE THAT PROPOSALS, CONTRACTS, AND AGREEMENTS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.**

Copies of the Code of Ethics may be obtained from the office of the City Clerk or may be found online on the City of Meriden's website.

#### **Assignment of Contract**

No contract may be assigned without the written consent of the Purchasing Officer or designee.

#### **Price and Payment**

The City of Meriden is exempt from the payment of the excise taxes imposed by the federal government and the Sales and Use Tax of the State of Connecticut under Connecticut General Statutes; accordingly, such taxes shall not be included in the pricing.

The City of Meriden, unless stated otherwise in the documents or contract, will make payment to the selected vendor not less than 30 days following completion of services.

#### **Insurance**

The selected vendor shall be required to provide a Certificate of Insurance denoting general liability, automobile liability, workers compensation liability, and other coverage required by the City's Risk Manager.

### **Additional Responsibilities**

The selected vendor must have the capability to provide the City of Meriden with expertise in performing other functions, such as, but not limited to, preparation of permit applications, liaison functions and clerical assistance. It is also understood that the selected vendor will be required to complete all direct or indirect responsibilities associated with the assigned task so that the intent and desired goal of the City can be achieved.

## **2. State of Connecticut Requirements**

### **Fair Employment Practices**

The selected vendor shall agree that neither it or its subcontractors, except in the case of a bona fide occupational qualification or need, to refuse to hire or employ or to bar or to discharge from employment any individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment because of the individual's race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran. The aforementioned terms are obtained from Connecticut General Statutes Section 46a-60, *et seq.*, entitled "Discriminatory employment practices prohibited," as amended.

### **Licenses and Certifications**

The selected vendor shall ensure that any appropriate licenses or certifications required by the State of Connecticut are maintained for the duration of the project. The firm must meet all municipal, state and federal affirmative action and equal employment opportunity practices.

## **3. Federal Requirements**

### **From Appendix II to Part 200, Title 2**

#### **Violations/Breaches of Contract Terms**

Meriden Public Schools will enforce administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms and will provide for such sanctions and penalties as appropriate.

#### **Termination for Cause**

Meriden Public Schools may terminate the contract resulting from this RFP, in whole or in part, for cause if the selected vendor materially fails to comply with any term of the contract. Termination for cause will be effected by written notice specifying the basis for termination and the effective date. If Meriden Public Schools permits a cure period, failure to cure within the time specified in the notice may result in termination. Upon termination for cause, Meriden Public Schools will pay only for acceptable goods/services received and accepted through the effective date, and Meriden Public Schools may pursue any other remedies available under the contract or applicable law.

#### **Termination for Convenience**

Meriden Public Schools may terminate the contract resulting from this RFP, in whole or in part, for convenience upon written notice to the selected vendor stating the effective date of termination. Upon termination for convenience, Meriden Public Schools will pay for allowable, properly documented, and reasonable costs incurred and acceptable goods/services provided and accepted through the effective date of termination, in accordance with the contract and applicable federal requirements.

#### **Equal Employment Opportunity**

If the contract resulting from this RFP meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the selected vendor must agree to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

*Davis-Bacon Act*

If the contract resulting from this RFP includes construction work subject to the Davis-Bacon Act, the selected vendor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141–3148) and the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), including applicable U.S. Department of Labor regulations (29 CFR Parts 3 and 5).

*Contract Work Hours and Safety Standards Act*

Only where applicable, the selected vendor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Under 40 U.S.C. 3702 of the Act, the selected vendor is required to compute the wages of every laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

*Rights to Inventions*

If the contract resulting from this RFP constitutes a "funding agreement" and involves the performance of experimental, developmental, or research work, the selected vendor shall comply with the rights-to-inventions requirements at 37 CFR Part 401 and 35 U.S.C. §§ 200–212, as applicable.

*Clean Air Act*

The selected vendor must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

*Debarment and Suspension*

The selected vendor must certify that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

*Byrd Anti-Lobbying Amendment*

The selected vendor must file the required certification stating that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The selected vendor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federally funded contract.

Procurement of Recovered Materials

The selected vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The selected vendor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services

The selected vendor will be prohibited from obligating or expending funds to procure or obtain covered telecommunications equipment or services; extend or renew a contract to procure or obtain covered telecommunications equipment or services; or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services in accordance with 2 CFR 200.216.

Domestic Preferences for Procurements

The selected vendor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) in accordance with 2 CFR 200.322.

**From 2 CFR Part 200 Subpart E**

Allowable Charges and Documentation

Because the contract resulting from this RFP will be supported by federal funds, amounts paid under the contract from the nonprofit school food service account must be necessary, reasonable, and allocable/allowable and must be adequately documented (per 2 CFR Part 200, Subpart E). The selected vendor shall maintain sufficient documentation to support invoices and charges under this contract and shall provide such documentation upon request for monitoring, audit, or review.

**From 7 CFR 210.23**

Civil Rights

In the performance of the contract resulting from this RFP and in the operation and administration of USDA Child Nutrition Programs, no person shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, disability, or reprisal/retaliation for prior civil rights activity. Meriden Public Schools and the selected vendor shall comply with all applicable federal civil rights laws and USDA civil rights regulations and policies, including USDA nondiscrimination regulations at 7 CFR parts 15, 15a, and 15b, and FNS Instruction 113-1. The selected vendor shall promptly notify Meriden Public Schools of any civil rights complaints received related to performance under this contract and shall cooperate with any civil rights compliance review or investigation by Meriden Public Schools, the State agency, USDA, or other authorized entity.

Record Access and Retention

The selected vendor shall maintain all records related to this contract (including invoices, supporting documentation, and any discounts/rebates/credits) for at least three years after final payment under the contract, or longer if required by applicable

federal or state requirements, and until any audit, claim, or litigation is resolved, if applicable. The selected vendor shall provide access to such records upon request to Meriden Public Schools, the City of Meriden, the Connecticut State Department of Education, USDA, and any authorized federal or state auditors/oversight agencies.

*Program Evaluations*

The selected vendor must cooperate in studies and evaluations conducted by or on behalf of the United States Department of Agriculture related to programs authorized under the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966.

## VENDOR SUBMISSION FORMS

### 1. Technical Proposal Workbook\*

Please download the below documents, complete, and upload.

- [RFP 027-04 Technical Propos...](#)

\*Response required

### 2. Cost Proposal Workbook\*

Please download the below documents, complete, and upload.

- [RFP 027-04 Cost Proposal Wo...](#)

\*Response required

### 3. Non-Collusive Statement/Affidavit\*

Please download the below documents, complete, and upload. **\*\*MUST be Notarized & Sealed or Stamped\*\***

- [Non-Collusive Bid Statement...](#)

\*Response required

### 4. Certification Regarding Debarment and Suspension\*

Please download the below documents, complete, and upload.

- [Certification Regarding Deb...](#)

\*Response required

### 5. Certification Regarding Lobbying\*

Please download the below documents, complete, and upload.

- [Certification Regarding Lob...](#)

\*Response required

Request For Proposal #RFP027-04

Title: RFP 027-04 Food Service Paper Goods and Disposable Products