

PENN MANOR SCHOOL DISTRICT

Request For Proposal

For

**Food Service Program Monitoring
Consultant Services**

Penn Manor School District

Proposals must be submitted by:

Date: May 31, 2016
Time: 3:00 PM
Location: Penn Manor School District
Business Office
2950 Charlestown Road
Lancaster, PA 17603

PENN MANOR SCHOOL DISTRICT

General Information and Conditions

1. Proposals must be presented in a sealed envelope addressed as follows:

Penn Manor School District
2950 Charlestown Road
Lancaster, PA 17603
Food Service Program Monitoring Consulting Services
Attention: Chris Johnston, Business Manager

2. Requests for Proposals will be received until 3:00 pm, May 31, 2016 at the business office located at 2950 Charlestown Road, Lancaster PA 17603.
3. The proposal shall be for program monitoring and consulting only – this is not a proposal for outsourcing food service operations. For questions regarding the specifications contact Chris Johnston, Business Manager at chrisj@pennmanor.net or 717-872-9500 ext. 2237.
4. Proposals must include original copy of the RFP with each page initialed by the contractor. All proposals must be submitted on and in accordance with the forms included in this document.
5. A proposal shall include the legal name of the proposer and a statement whether the proposer is a sole proprietor, a partnership, a corporation or other legal entity, and shall be signed by the person or persons legally authorized to bind the proposer to a contract. All required signatures shall be handwritten in ink with the full name of the person executing same. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature. A proposal by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature pages of each Form of Proposal. A proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the proposer.
6. Proposals will provide, along with the completed proposal package, evidence demonstrating an ability to provide the requested services, including, a list of at least three (3) school districts which substantiate the proposer's capacity and qualifications.
7. All information received in response to this RFP shall become the property of the District. The District will treat such information in a confidential manner.
8. All proposals received after the time stated in the Notice to Proposers will not be considered. The proposer assumes the risk of any delay in the mail or by means of

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personal delivery, the proposer assumes responsibility for having his/her proposal deposited on time at the place specified. **HOWEVER, THE BOARD OF EDUCATION OF THE PENN MANOR SCHOOL DISTRICT RESERVES THE RIGHT TO WAIVE WHAT IS DEEMED TO BE PROPOSAL OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC PROPOSAL, TO REJECT ANY AND ALL PROPOSALS, TO RE-ADVERTISE AND INVITE NEW PROPOSALS, OR TO ACCEPT THE WHOLE OR A PART OF A PROPOSAL FROM MORE THAN ONE PROPOSER AS IN THE BOARDS' JUDGEMENT, IS IN THE BEST INTEREST OF THE SCHOOL DISTRICT.**

9. The proposed contract will commence July 2016 for the 2016-17 school year. This contract may be renewed for two one year extensions.
10. Copies of Professional Licenses held by the proposer as well as a complete business profile/resume must be submitted.
11. Any contract agreed to under this Request for Proposal is subject to termination by either party with thirty (30) days' notice. In the event of termination of the contract, it is the District's responsibility to pay for unpaid services performed and authorized costs incurred.

Request for Proposal

Scope of Services

The Penn Manor School District is requesting proposals for Food Service Program Monitoring Consulting Services. Consultants will be required to spend sufficient time in the District to complete the following:

- Monitor the Food Service Program per the standards and specifications established by the District
- Provide technical assistance and consulting support to the district, to facilitate continued growth and development of the food service program
- Research and recommend facility, equipment and systems improvements which are necessary to meet the changing needs of the food service program and the District.

Cost estimate

Fees for completion of all tasks described in the Scope of Services will be invoiced on a monthly basis.

Additional work not described above that is requested by the District will be invoiced at an hourly rate.

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EVALUATION

The District will evaluate the responses based upon the information supplied by the consultant. Criteria for evaluations will include:

	Category	Weight
1	Qualifications	25
2	References	25
3	Experience	25
4	Cost	25

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Request for Proposals for Food Service Program Monitoring Consulting Services

QUOTATION SHEET

Name of Provider: _____

Contact Name and Title: _____

Address: _____

Telephone #: _____

Website/Email: _____

Cost Estimate –Monthly Fee: _____

Estimated Hours Required - Monthly: _____

Cost Estimate – Hourly Fee: _____

Rate information that would be included in a potential agreement with the District must be submitted for each proposal.

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References

Proposer : _____

EXPERIENCE

School District/Private School	Contact Name	Telephone	Dates of Service
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature

Date

** Use additional pages if necessary

PENN MANOR SCHOOL DISTRICT

AFFIDAVIT
THIS FORM MUST BE SIGNED AND NOTARIZED

_____, being duly sworn, deposes and says, that as an

Owner/operator of : _____:

I hereby further represent to the _____ School District that (check any that apply)

_____ (A) The criminal history check will reveal that the owners/officers of this corporation have no criminal history.

_____ (B) The criminal history check will indicate that any of the owners/officers have been convicted of a crime.

_____ (C) The criminal history check will indicate that any of the owners/officers have a pending criminal charge

_____ (D) The corporation and or officers/owners have had any lawsuits filed against them

_____ (E) The corporation and or officers/owners have any pending lawsuits filed against them

If any of the above (B-C) were checked, I hereby provide the following details explaining my answer. Include at the minimum, the date(s) of conviction(s) and /or charge(s); for what crime(s) you were convicted or charged with; the jurisdiction(s) by which you were convicted or charged.

If any of the above (D-E) were checked, I hereby provide the following details explaining my answer. Include at the minimum, the date(s) the lawsuit(s) was filed; the reason for the lawsuit(s); the jurisdiction(s) where the lawsuit(s) was filed and the outcome(s) of the lawsuit(s).

Pg 7 Proposer's Initials: _____

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I understand that my completion and submission of this Affidavit is just one part of the proposal process. I certify that my statements in this Affidavit and in any explanatory enclosures are, to the best of my knowledge and belief, true and correct, and that any omission and/or misstatement of any material fact(s) may cause the District to: (A) reject the submission of this proposal, (B) revoke any award of contract from the Board of Education; and/or terminate the contract and any fees pending.

Subscribed and sworn to before me

this ____ day of _____, 2016

(Person, Firm, or corporation)

Notary Public

(Authorized Signature)

PENN MANOR SCHOOL DISTRICT

CONFLICT OF INTEREST CERTIFICATION
THIS FORM MUST BE SIGNED AND NOTARIZED

Name of Proposer _____

Business Address _____

Telephone Number _____ Date of Proposal _____

The proposer above mentioned declares and certifies:

- First That the said proposer is of lawful age and the only one interested in this proposal, and that no one other than said proposer has any interest herein.
- Second That this proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
- Third That no member of the Board of Education of the Penn Manor School District nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.
- Fourth That said proposer has carefully examined the instructions, schedules, and specifications prepared under the direction of the board of Education, and will, if successful in this proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this proposal is made.
- Fifth That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes.
- Sixth The following non-collusive proposal certification applies to this proposal.

Subscribed and sworn to before me

this ____ day of _____, 2016

(Person, Firm, or corporation)

Notary Public

(Authorized Signature)

PENN MANOR SCHOOL DISTRICT

NON-COLLUSIVE PROPOSAL CERTIFICATION

THIS FORM MUST BE SIGNED AND NOTARIZED

By Chapter 675 of the Laws of 1966, Section 103-D, Statement of Non-Collusion in proposals and request for proposals to political subdivision of the State: Every proposal made to a political subdivision of the state or any public department, agency or official thereof where competitive proposals are required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the proposer, and affirmed by such proposer as true under the penalties of perjury: Non-collusive proposal certification.

a) By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor, or potential competitor.
- 2) Unless otherwise required by law, the prices which have been quoted on this proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor or potential competitor, and
- 3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

b) Any proposal made by a corporate proposer shall be deemed to have been authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the including therein of the certificate as to non-collusion as the act and deed of the corporation.

Furthermore, that the proposer is legally competent and authorized to submit a proposal; that said proposer has carefully examined the instructions, schedules and specifications and if successful will furnish and deliver, at the prices proposed and within the time stipulated, all the materials, supplies, apparatus, goods, service and labor for which this proposal is made; that in the event of the failure of the undersigned proposer to perform the services contained in the proposal the Board of Education of the South Orangetown CSD will implement the controls as outlined in the performance bond; that the proposer agrees to comply with applicable labor and other laws as detailed in the request for proposal.

Subscribed and sworn to before me

this ____ day of _____, 2016

(Person, Firm, or corporation)

Notary Public

(Authorized Signature)

Commission Expires _____

PENN MANOR SCHOOL DISTRICT

HOLD HARMLESS AGREEMENT
THIS FORM MUST BE SIGNED AND NOTARIZED

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE PROPOSER AGREES TO HOLD HARMLESS AND INDEMNIFY THE PENN MANOR SCHOOL DISTRICT, THEIR BOARD OF EDUCATION, ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY THE PROPOSER, ITS AGENTS, SERVANTS, OR EMPLOYEES, OR ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT.

HOWEVER CAUSED, ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY ACT, DEFAULT, ERROR, OR OMISSION OF THE CONTRACTOR, ITS AGENTS, OR EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

THE ASSUMPTION OR INDEMNITY, LIABILITY, AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY SUCH LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE SCHOOL DISTRICT, THE BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE SCHOOL DISTRICT, THE BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT.

THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND, OR WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES, AND INDIVIDUALS NAMED

ABOVE FROM ANY LIABILITY, COST, OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR.

Subscribed and sworn to before me

this ____ day of _____, 2016 _____
(Person, Firm, or corporation)

Notary Public

(Authorized Signature)