



To: New Haven Board of Education Finance and Operations Committee
From: Thomas Lamb, Chief Operating Officer
Gail Sharry, Executive Director
Michael Gormany, City Budget Director
Date: Friday, June 8, 2023
Re: Fiscal year 2023-24, Award of Contract for NHPS Food Service for Direct Commodity Purchase

Executive Summary: Approval is requested for an award of contract(s) under RFP# 2023-05-1558 for the purchase of Early Childhood Catering for fiscal year 2023-24 for NHPS Food Service.

Table with 7 columns: Vendor Number, Vendor Name, Vendor Address, City, State, Zip, Award Amount not to Exceed, Minority or Women Owned Small Business?, Renewal or Award of Contract/Agreement. Row 1: TBD, Healthy Eating for Kids, 2181 Main St., Bridgeport CT, 06606, \$550,000, Award.

Contract or Agreement #: TBD

Funding Source & Account #: 25215200-55587

Key Questions: (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

- 1. What specific service will the contractor provide:
a. The vendor(s) will provide food products for the NHPS Food Service program.
2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:
a. The vendor was selected via the City of New Haven's procurement portal, Bonfire, through a request for proposal (RFP) process...
3. If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?
a. This is not applicable as this is a new award.



NEW HAVEN PUBLIC SCHOOLS

Gail Sharry, Executive  
Director NHPS Food Service

P: (475) 220-1610

4. If this Contract/Agreement is a Renewal has cost increased? If yes, by how much?
  - a. This is not applicable as this is a new award.
  
5. If this Contractor is New has cost for service increased from previous years? If yes, by how much?
  - a. Vendor(s) are evaluated throughout the school year based on product sensory (food evaluation) delivery expectations, customers service, and other criteria set at the beginning of the school year.
  - b. Food cost has increased from an overall pricing standpoint, especially due to the pandemic.
  - c. The contractor(s) have been used in prior years with no issues.
  
6. Is this a service existing staff could provide? Why or why not?
  - a. Staff could not perform these services as this is an RFP for food products.



# City of New Haven

## Bureau of Purchases

200 Orange Street, Room 301

New Haven, CT 06510

Tel: 203-946-8201 Fax: 203-946-8206

Honorable Justin Elicker  
Mayor

Shawn J. Garris  
Acting Purchasing Agent

The City of New Haven ("City") is accepting sealed  
Request for Proposals (RFP) for the following:

## Request for Proposals

### Project Summary

|   |   |               |                          |  |
|---|---|---------------|--------------------------|--|
| RFP Title:  | NHPS Early Childhood Catering   |               |                          |  |
| RFP #:  | 2023-05-1558  |               |                          |  |
| Projection Description:                           | Unitized and Family Style Breakfast and Lunch kits for NHPS Head Start Programs |               |                          |  |
| Department:                                       | Food Service  |               |                          |  |
| RFP/Advertise Date:                               | May 4, 2023   |               |                          |  |
| Intent to Respond Due Date                        | May 22, 2023  |               |                          |  |
| RFP Due Date:                                     | May 23, 2023  | Closing Time  | 11:00                    | AM   |
| Pre-Proposal Meeting Date:                        | N/A   | Meeting Time: | x                        | x  |
| Pre-Proposal Meeting Location:                    | N/A   |               |                          |  |
| Contract Term:                                    |   | 1             | year                     | 2  |
|   |   |               |                          | Renewals Option(s)<br>(at the sole discretion of the CONH)   |
| Insurance Requirements:                           | Refer to Rider  | <b>410</b>    | (This Rider is attached) |  |
| System for Award Management (Federal Requirement) | YES   | <b>X</b>      | NO                       | If marked yes, to bid and get paid you must already have a Unique Entity ID. See Statement of Qualification Form |
| Local Preference:                                 |   | YES           | x                        | NO   |
| Pricing Sheet:                                    | Respondent Supplied   |               |                          |  |

Responses must be submitted in the form and manner specified in this request.

**NHPS Food Service division is soliciting bids for Head Start Breakfast and Lunch.**

The New Haven Board of Education Food and Nutrition Department is soliciting Request for Proposals (RFP) for unitized and family style meals. The successful respondent(s) shall furnish meals as ordered by Food Service during the period of July 1, 2023 to June 30, 2024. Meals shall be served five (5) days a week, unless closed due to weather, school closings, early closings, holidays, or other reason to close building.

In soliciting request for proposals, it is the intent is to establish a vendor (or vendors) with the primary objective to improve services, expedite deliveries, streamline paperwork, reduce administrative costs and contain food costs.

To achieve these goals, it will also be necessary to maintain continuity of supply for its food service needs as changing brands could potentially introduce unnecessary hardships on our student customers thereby jeopardizing the integrity of our programs. Therefore, the successful respondent must be both capable and willing to deliver.

The City of New Haven reserves the right to award request for proposals to a prime vendor or multiple vendors or any variation deemed to be in the best interest of the City of New Haven Food Service

**CONTRACT PERIOD**

This is a one-year contract. The contract will begin July 1, 2023 and will continue through June 30, 2024. At the sole discretion of the New Haven Public Schools, Food and Nutrition Department, any award under this request for proposal can renewed for two (2) additional one-year periods.

- I. 1<sup>st</sup> Option to renew period July 1, 2024 to June 30, 2025
- II. 2<sup>ND</sup> Option to renew period July 1, 2025 to June 30, 2026

**UNIT PRICING:**

The New Haven Public Schools recognizes the effects COVID has had on food pricing and supply chain shortages. All pricing for items shall be firm fixed price for the duration of the contract unless there is a materially dramatic and reasonable unanticipated change in the market.

Such request for proposal shall contain costs for each product contained in bid specifications and a maximum percentage markup to cover freight of products and include a fee that covers their warehousing, financing, delivery, sales costs, fuel, and any charges for NHPS

The New Haven Board of Education, Food and Nutrition Department may entertain a request for a price change (increase or decrease) upon a written request submitted together with details of reasoning and accompanied by supporting documentation to substantiate the request. If the New Haven Board of Education, Food and Nutrition Department agrees to a price change.

If the parties cannot agree on the amount of the change that is in dispute, the price may then be negotiated with the New Haven Board of Education, Food and Nutrition Department with input from the Purchasing Agent. Respondents will be monitored and evaluated to the level of satisfaction during their performance and quality.

## **MEAL ORDERS:**

Food Service will order meals daily at 1:15 PM or a mutually agreed upon time. The orders will include breakdown totals for each center, classroom and type of meal.

Food Service reserves the right to increase or decrease the number of meals ordered with a forty-eight-hour notice or less.

## **PACKAGING:**

Hot Meal Unit- Packaging suitable for maintaining the integrity of meals in accordance within local health code standards. Container and overlay has an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400° or (204°C) or higher.

Cold Meal Unit or Unnecessary to Heat - Container and overlay to be plastic or paper and non-toxic and suitable for maintaining the integrity of meals in accordance within local health code standards.

Cartons - Each carton shall be labeled. Label to include:

- a) Processor's name and address (production plant), Item identification and meal type.
- b) Date of production; and
- c) Total quantity of individual units per carton.

Meals shall be delivered with the following nonfood items: condiments, straws for milk, napkins, single service ware, etc. Institution shall insert nonfood items that are necessary for the meal to be eaten.

## **FOOD PREPARATION:**

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

## **FOOD SPECIFICATIONS:**

All meals shall follow the National School Lunch Program Guidelines. See Schedule C for guidelines.

## **DELIVERY REQUIREMENTS:**

Meals shall be delivered daily, unloaded, and placed at the location the designated center/school has chosen. by contractor's personnel.

The contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food, to insure the wholesomeness of food at delivery, in accordance with State and/or local health codes.

NHPS Food Service reserves the right to **add or delete centers with same bid prices.** This shall be done by amendment of Schedule A. Deletion or addition of Centers will be made not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting Centers shall be negotiated

and noted in the modification. The contractor's invoice shall show the cost as a separate item for that Center.

**Delivery Schedule for locations that receive breakfast with Lunch:**

***Elm City Montessori and Montessori on Edgewood Day Care***

**Breakfast: Prior Day of Service, delivered with lunch**

**Lunch: Day of Service, between 10:30am – 11:15am.**

***Booker T. Washington Academy, New Haven & Hamden Location***

**Breakfast: 7:15am, Day of Service, unitized**

**Lunch: Day of Service, between 10:30am – 11:15am.**

***St. Martin De Porres School, New Haven***

**Breakfast: 7:00am, Day of Service, unitized**

**Lunch: Day of Service, between 11:30am – 12:15am.**

***All Saints Catholic Academy, New Haven***

**Breakfast: 8:00am, Day of Service, unitized**

**Lunch: Day of Service, between 11:30am – 12:15am.**

**DELIVERY TICKETS AND INVOICES:**

A minimum of three copies of all Delivery Tickets must be prepared by the contractor: one for the contractor, one for the Center personnel and one for NHPS Food Service. Delivery tickets must be itemized to show the number of meals of each type delivered to each Center. Designees of Food Service at each Center or Home will check adequacy of delivery and meals, before signing the delivery ticket. Invoices shall be accepted by NHPS Food Service only if signed by Food Service's designee at the Center.

1. The contractor shall maintain records supported by delivery tickets, purchase orders and production records for this contract or other evidence for inspection and reference to support payments and claims.
2. The accounting books and records of the contractor pertaining to this contract shall be available, for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State agency, representatives of the U. S. Department of Agriculture, Food Service and the Comptroller General of the United States at any reasonable time and place.
3. The contractor shall submit its invoice, along with an itemized breakdown for each school site to NHPS Food Service bi-weekly, or monthly, as specified. Each invoice shall give a detailed account of the number of meals delivered to each center, by classroom, by week. Payment will be made at the unit price specified in the contract. No payment shall be made, unless the required delivery receipts have been signed by the Center representative of Food Service. (See attached Example)

**PAYMENTS AND INVOICING**

Net terms for invoice payment are normally between 30-60 day depending on the payment schedule for the City/BOE.

The City, through E-Invoicing, **may** accommodate ACH payment options to vendors. Vendors must provide all banking information necessary at the time of award.

### **Electronic Invoicing**

The City of New Haven processes invoices using the information provided on the Purchase Order. The Purchase Order is a legally binding agreement between 3rd party vendors and the City of New Haven.

Please visit the following link for full details;

[https://www.newhavenct.gov/gov/depts/purchasing\\_division/e\\_invoicing\\_policy.htm](https://www.newhavenct.gov/gov/depts/purchasing_division/e_invoicing_policy.htm)

If vendors are not able to meet the requirements of E-Invoicing, Invoices shall be submitted, as provided for herein, with the Contract Number, Work Order Number and location(s) of the school(s) where work was performed clearly identified. Should an invoice not contain the required information as described below, it will be returned unpaid to the Contractor.

Minimum invoice information includes:

1. Complete description of the work performed.
2. Clear summary of labor hours and costs, with extensions.
3. Clear summary of materials used, and costs, with extensions
4. Grand total.
5. In addition, the following must be attached to the invoice:
  - Service Ticket signed on-site by NHBOE representative displaying hours on site (arrival and departure times).
  - All material delivery receipts.
  - Completed Work Order.

The preferable method for submitting invoices is email on a weekly or Bi-Weekly basis. Invoice can also be mailed or delivered as well. The contact for invoicing:

### **Email:**

Gail Sharry – Executive Director; [GAIL.CAIRNS.SHARRY@new-haven.k12.ct.us](mailto:GAIL.CAIRNS.SHARRY@new-haven.k12.ct.us)

Michael Gormany – Budget Director; [mgormany@newhavenct.gov](mailto:mgormany@newhavenct.gov)

Jennifer Punzo – Account Clerk; [Jennifer.Punzo@new-haven.k12.ct.us](mailto:Jennifer.Punzo@new-haven.k12.ct.us)

Melanie Gibson – Account Clerk; [melanie.gibson@new-haven.k12.ct.us](mailto:melanie.gibson@new-haven.k12.ct.us)

### **Mail.**

NHPS Central Kitchen  
75 Barnes Avenue  
New Haven CT, 06513  
ATTN: Jennifer Punzo

### **A monthly statement (In Excel Format is Preferable to reconcile in a timely manner) of New Haven Public Schools – Food Service should also be emailed to:**

Gail Sharry – Executive Director; [GAIL.CAIRNS.SHARRY@new-haven.k12.ct.us](mailto:GAIL.CAIRNS.SHARRY@new-haven.k12.ct.us)

Michael Gormany – Budget Director; [mgormany@newhavenct.gov](mailto:mgormany@newhavenct.gov)

Jennifer Punzo – Account Clerk; [Jennifer.Punzo@new-haven.k12.ct.us](mailto:Jennifer.Punzo@new-haven.k12.ct.us)

Melanie Gibson – Account Clerk; [melanie.gibson@new-haven.k12.ct.us](mailto:melanie.gibson@new-haven.k12.ct.us)

**NUMBER OF MEALS AND DELIVERY TIMES:**

The contractor must provide exactly the number of meals ordered. Physical inventory of delivered meals will be made at all Centers before meals are accepted. Damaged or incomplete meals shall not be included, when the number of delivered meals is determined.

**EMERGENCIES:**

In the event of unforeseen emergency circumstances, the contractor shall immediately notify Food Service by telephone or telegram of the following: 1) the impossibility of on-time delivery; 2) the circumstance(s) precluding delivery; and, 3) a statement of whether or not succeeding deliveries will be affected.

**Note:** No payments will be made for deliveries made later than 1 hour after specified meal time.

Emergency circumstances at the center precluding utilization of meals are the concern of Food Service. NHPS Food Service may cancel orders, provided it gives the contractor at least 48 hours’ notice. Adjustments for emergency situations affecting the contractor’s ability to deliver negotiated between the contractor and NHPS Food Service.

**AWARD CRITERIA:**

Proposals that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth below in this solicitation. In addition, the New Haven Board of Education, Food and Nutrition Department may conduct a pre-award audit. The District intends to award to the responsible Proposer whose proposal is most advantageous to the District’s program(s) with price and other factors considered.

| Criteria   | Maximum Points |
|--|----------------|
| Pricing  | 30 Points      |
| Method of Approach and Implementation            | 30 Points      |
| Service and Capabilities (Quality Assurance)     | 20 Points      |
| Responder’s Experience, Expertise, & Reliability | 20 Points      |
|  |                |
|  |                |

The following information, in addition to the requirements, terms and conditions identified throughout this document, will be considered as part of the selection process, **and are not listed in order of relative importance.**

**A. Cost/Value**

- a. All pricing for items shall be firm fixed price
- b. The City reserves the right to visit the vendor to audit the awarded vendor’s books with a reasonable notice. Vendor must respond to the audit request within requested deadline.
- c. The successful respondent will be expected to supply all items as specified on the attached market basket.

**B. Method of Approach and Implementation**

- a. Food and Packaging (Appearance, Quality, Taste and Acceptance)
- b. Utilization of USDA Foods



- c. Geographic preference – use locally grown or raised foods to maximum extent possible (Responder must submit certification of percentage of locally grown or raised foods to be supplied. SFA reserves the right to audit the

**C. Service and Capability**

Quality Assurance Programs and ability to provide breadth and depth of contract list items (i.e., licenses, IPM, HACCP, audits, controls, recalls, product availability, fill rates, requested brands, etc.) **(Submit with response: Label Supplement #1)**

**a. All food products are to be processed and manufactured in the United States: (Buy American)**

(Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n))

Domestic products must be proposed and supplied. Non-domestic products may be proposed and supplied only when domestic products are unavailable.

- b. Ability to partner with and provide data with MWBE. The NHPS Food Service is actively involved in a program of diverse purchasing. A portion of this program is dedicated to enlisting the participation of City contractors to partner with "Minority and Women Owned Businesses" (MWBE's) to provide a growing percentage of the value of the contract without additional cost to the City. The Program will work to create an environment which supports this effort and actively acknowledges and values diversity. An MWBE is a business which is at least fifty-one percent (51%) owned and operated by a woman or a minority. We invite you to be creative in your plan. Your MWBE plan may provide detail, including naming the MWBE's with which you intend to partner, a description of how you will partner with these organizations, the work or product which the MWBE's will supply, and the dollar value of participation (if available) which you anticipate reporting to the City.

**D. Responder's Experience, Expertise, & Reliability (Submit with response: Label Supplement #2)**

- a. Knowledge of USDA, District requirements
- b. Customer Service (responsiveness in communication, proven track record, adept at fixing issues promptly)
- c. Business/Financial Stability Account staff team qualifications, training, and customer service experience with large scale entities
- d. Environmentally Preferable Product (EPP) Efforts

**OTHER SPECIFICATIONS**

NHPS will provide an Allergy list at the beginning of the school year and an updated list as needed. Each Allergy meal is individually packaged and labeled with the child's name and classroom. Food service will work with vendor to prepare a monthly menu cycle in accordance with NSLP regulations.

All food is prepared in bulk but portioned out for each classroom in each school. Disposal (sturdy, non- hazardous) pans should be used for food products

**SCHEDULE A - Possible Centers of Operation - July 1, 2022 – June 30, 2023**

| <b>Name of Center</b>           | <b>Address of Center and Telephone Number – Times are subject to change.</b>  | <b>Authorized School Designee</b> | <b>Authorized School Designee Email</b> | <b>Type of Meal</b>                      | <b>Est. Qty of Meals (avg daily)</b> |
|---------------------------------|---|-----------------------------------|---|--|--------------------------------------|
| Montessori School on Edgewood   | 230 Edgewood Avenue,<br>New Haven, CT 06511<br>Phone 203-772-3210<br>Hours 7:30-5:30<br>Breakfast is at 7:30am<br>Lunch is at 11:00am & 12:30pm |                                   |   | Breakfast<br>Lunch<br><br>PK<br>Students | 58<br>58                             |
| Booker T Washington (Unitized)  | 804 State Street<br>New Haven, CT 06513<br>Phone 203-691-6535<br>Hours 7:30am – 4pm   |                                   |   | Breakfast<br>Lunch<br><br>K-4<br>grades  | 342<br>342                           |
| Booker T Washington (Hamden)    | 804 Circular Ave.<br>Hamden, CT 06513<br>Phone 203-230-0071<br>Hours 7:30am – 4pm   |                                   |   | Breakfast<br>Lunch<br><br>5-8<br>grades  | 73<br>73                             |
| Elm City Montessori             | 495 Blake St<br>New Haven CT 06515<br>Phone 475-220-4100<br>Hours 9am – 4pm   |                                   |   | Breakfast<br>Lunch<br>PK -8<br>grades    | 285<br>285                           |
| All Saints Catholic Academy     | 423 Ferry St, New Haven, CT 06513<br>Phone 203-777-5352<br>Hours 9am – 4pm  |                                   |   | Breakfast<br>Lunch<br>K-8<br>Grades      | 120<br>120                           |
| St. Martin De Porres School     | 208 Columbus Ave, New Haven, CT 06519<br>Phone 203-772-2424<br>Hours 9am – 4pm  |                                   |   | Breakfast<br>Lunch<br>5-8<br>grade       | 70<br>70                             |
| <b>Total Estimated Services</b> |   |                                   |   |  |                                      |

**UPDATED LIST TO BE PROVIDED AT THE BEGINNING OF SCHOOL YEAR**

**Contract Number** 2023-05-1558  
**Contract Name** Early Childhood Catering  
**Contract Period** July 01, 2023 to June 30, 2024  
**Contractor** Healthy Eating for Kids  
**Award Amount** \$550,000.00

| Category       | Bid Number | Item/Description                          | Item Specification      | Unit Measure | Unit Price | Total Cost    |
|----------------|------------|---|-------------------------|--------------|------------|---------------|
| Unitized Meals | #1-1       | Montessori School on Edgewood-Breakfast   | Unitized Breakfast Meal | EA           | \$ 1.97    | \$ 22,852.00  |
| Unitized Meals | #1-2       | Montessori School on Edgewood-Lunch       | Unitized Lunch Meal     | EA           | \$ 3.93    | \$ 45,588.00  |
| Unitized Meals | #1-3       | Booker T Washington (New Haven)-Breakfast | Unitized Breakfast Meal | EA           | \$ 1.97    | \$ 134,748.00 |
| Unitized Meals | #1-4       | Booker T Washington (New Haven)-Lunch     | Unitized Lunch Meal     | EA           | \$ 3.93    | \$ 268,812.00 |

|                |       |  |                         |    |         |               |
|----------------|-------|--|-------------------------|----|---------|---------------|
| Unitized Meals | #1-5  | Booker T Washington (Hamden)-Breakfast | Unitized Breakfast Meal | EA | \$ 1.97 | \$ 28,762.00  |
| Unitized Meals | #1-6  | Booker T Washington (Hamden)-Lunch     | Unitized Lunch Meal     | EA | \$ 3.93 | \$ 57,378.00  |
| Unitized Meals | #1-7  | Elm City Montessori-Breakfast          | Unitized Breakfast Meal | EA | \$ 1.97 | \$ 94,166.00  |
| Unitized Meals | #1-8  | Elm City Montessori-Lunch              | Unitized Lunch Meal     | EA | \$ 3.93 | \$ 187,854.00 |
| Unitized Meals | #1-9  | All Saints Catholic Academy-Breakfast  | Unitized Breakfast Meal | EA | \$ 1.97 | \$ 29,550.00  |
| Unitized Meals | #1-10 | All Saints Catholic Academy-Lunch      | Unitized Lunch Meal     | EA | \$ 3.93 | \$ 58,950.00  |

|                   |       |   |                         |    |         |               |
|-------------------|-------|---|-------------------------|----|---------|---------------|
| Unitized Meals    | #1-11 | St. Martin De Porres School-Breakfast   | Unitized Breakfast Meal | EA | \$ 1.97 | \$ 28,762.00  |
| Unitized Meals    | #1-12 | St. Martin De Porres School-Lunch       | Unitized Lunch Meal     | EA | \$ 3.93 | \$ 57,378.00  |
| Family Style Meal | #2-1  | Montessori School on Edgewood-Breakfast | Family Style Breakfast  | EA | \$ 1.97 | \$ 22,852.00  |
| Family Style Meal | #2-2  | Montessori School on Edgewood-Lunch     | Family Style Lunch      | EA | \$ 3.93 | \$ 45,588.00  |
| Family Style Meal | #2-7  | Elm City Montessori-Breakfast           | Family Style Breakfast  | EA | \$ 1.97 | \$ 94,166.00  |
| Family Style Meal | #2-8  | Elm City Montessori-Lunch               | Family Style Lunch      | EA | \$ 3.93 | \$ 187,854.00 |