



**MILWAUKEE
PUBLIC SCHOOLS**

**Office of Finance
Department of Procurement & Risk
Management**

5225 W. Vliet Street, Milwaukee, WI 53208
(414) 475-8880 • mps.milwaukee.k12.wi.us
Fax (414) 475-8387

REQUEST FOR BID: RFB 5772 for Tray Wrapping Film and Heat Seal Fiber Trays and Polyester Film for Oliver Heat Seal Machine and Tray Accumulator, Blanket Contract

Bids will be accepted no later than 2:00 PM (Central Time) on Friday, April 05, 2019.

This RFB consists of 24 pages, exclusive of any attachments, exhibits or schedules.

1.0 TERMS AND CONDITIONS

The individual signing in § 8.0 of this document hereby agrees, on behalf of the Bidder, to furnish items described in § 4.2 at the unit prices quoted, subject to the Milwaukee Public Schools (“MPS”) Terms and Conditions for Bids dated April 14, 2014, found at <http://mps.milwaukee.k12.wi.us/en/District/Vendors-Contractors/Vendors/Terms-Conditions.htm>, which are hereby incorporated by reference. The following general terms and conditions also apply to this RFB:

1. All bids must be received and time-stamped in the Department of Procurement and Risk Management (Office of Finance), Room 160 no later than 2:00 PM (Central Time) on the date indicated above. Bids that are electronically submitted will be considered time-stamped by the received date and time in the MPS email system.
2. Each item must have the unit price and the extended line total.
3. Bids on alternate or substitute items “as equal” will be considered if full descriptive literature is included and bidder complies with the requirements set forth in the RFB.
4. All items bid must be F.O.B. to the MPS location receiving the goods, with freight paid by the bidder.
5. Bids must be submitted as follows:
 - A. If electronically, to: mpsbids@milwaukee.k12.wi.us.
 - i. The subject line of bidder’s submission email must contain the following: “Bid response”; RFB 5772; date due; and bidder’s name. Failure to include this information is cause for rejection of a bid.
 - ii. Any attachments to electronic submissions must be in Microsoft Word, Adobe PDF, or ZIP file formats and under 10MB in size.
 - iii. If you do not receive an auto-generated email that your bid was received, you must take immediate action. MPS will not accept responsibility for any network or power outages that may occur during the electronic transmission of bids.
 - B. If by regular first-class U.S. Mail or private delivery service, to: Milwaukee Public Schools, Procurement and Risk Management, 5225 West Vliet Street, Room 160, Milwaukee, Wisconsin 53208.
 - i. Bid must be included inside a sealed envelope labeled with: “Bid response”; RFB 5772; date due; and bidder’s name. Failure to include this information is cause for rejection of a bid.
6. All bids must be signed in § 8.0 of this document or they will be deemed non-responsive and rejected.

In the event of a conflict between any terms contained in this RFB and the Terms and Conditions for Bids dated April 14, 2014, the terms and conditions of this RFB will govern.

2.0 CONTRACT COMPLIANCE SERVICES (CCS) REQUIREMENTS

2.1 Summary

In educating the children and youth of Milwaukee, MPS is also a primary purchaser of goods and services in the Milwaukee marketplace. MPS believes it is obligated to display, in its own operations, the values of excellence, diversity and economic responsibility that it strives to teach its students. To that end, many MPS contracts require the use of HUB firms and the engagement of contractors in Student Employment and/or Student Career Education activities.

HUB participation must be “commercially useful”; *i.e.*, the goods or services to be provided by the HUB firm are a direct function of the scope of services described in this RFB and resulting contract. The HUB participation requirement may be met by respondent in several ways:

- (1) By identifying your firm as a certified HUB contractor that intends to perform a minimum of the required HUB participation for this RFB;
- (2) By engaging in a joint venture with a certified HUB firm;
- (3) By subcontracting with one or multiple certified HUB firm(s); or
- (4) By making second-tier purchases from one or multiple certified HUB firm(s).

Respondents are free to meet HUB participation requirements with any certified HUB vendor as long as proof of HUB certification is provided. Respondents may also contact MPS’s Office of Contract Compliance Services for a list of MPS-registered HUB firms. **NO CREDIT FOR PARTICIPATION WILL BE GRANTED UNTIL MPS-RECOGNIZED HUB FIRM CERTIFICATION DOCUMENTATION IS RECEIVED.**

The Student Engagement program seeks to maximize contractor involvement in career education and employment opportunities for students. Student Engagement has two separate components: (1) career education activities that directly involve MPS students; and (2) paid student employment hours that provide one or more MPS students with an actual, meaningful employment experience. To meet student employment hours, the contractor-employed students must be MPS students, registered through MPS’s Office of Contract Compliance Services. Once hired by contractor, students will be paid, at a minimum, the current Living Wage Rate as identified by the City of Milwaukee Ordinance 310-13. Under no circumstances will students work under conditions that would be considered a hazardous work environment.

Career Education activities include, but are not limited to, the following:

- (1) Classroom presentations at MPS project sites or various contractor career-specific activities.
- (2) Full classroom or small group tours of office environments. If a contractor is going to provide this type of activity, all required permission slips/arrangements must be made with the school by following normal field trip procedures.
- (3) Classroom skill development project activities in conjunction with teacher lesson plans such as math, science, reading, writing, etc.
- (4) Other CCS-approved contractor provided options.

Student Employment participation includes, but is not limited to, the following options:

- (1) Employment placement within prime contractor’s establishment.
- (2) Student summer employment placement.
- (3) Student after-school and weekend placement, where appropriate.

- (4) Alternative placement. (An alternative placement arrangement is an available option for contractors with documented age restrictions or capacity and location limitations.)
- (5) Other CCS-approved provided options.

Further additional information relating to HUB participation requirement and the Student Engagement requirement can be found at <http://mps.milwaukee.k12.wi.us/en/District/About-MPS/School-Board/Contract-Compliance-Services.htm>. For any other questions related to MPS's HUB program, contact MPS's Office of Contract Compliance Services via email at 505@milwaukee.k12.wi.us.

2.2 Requirements

The HUB participation requirement for the contract to be awarded pursuant to this RFB is:

0% per 12-month term.

The Student Engagement requirement for the contract to be awarded pursuant to this RFB is:

0 hours of Student Employment per 12-month term; and 0 hours of Career Education per 12-month term.

These requirements are based on the projected budget for these services as a whole. Given that multiple contracts may be awarded for the services requested in this RFB, the assigned requirements are subject to change based on actual projected spend for each contract.

CCS requirements will not be enforced unless the spend on a resulting contract exceeds \$50,000 in each one-year-term of the Contract.

A bidder's status as a 501(c)(3) tax-exempt nonprofit organization does not excuse it from fulfilling these requirements. Failing to meet the assigned CCS Requirements may result in financial sanctions.

2.3 Forms

Bidder must complete and return those forms checked below with its bid or it will fail as to that minimum proposal requirement. The required forms are attached to this RFB. Fillable versions of these same forms can also be found at <http://mps.milwaukee.k12.wi.us/en/District/About-MPS/School-Board/Contract-Compliance-Services/Forms--Schedules.htm>. The fillable version of the forms must be printed, signed and attached to bids.

- Appendix A - HUB Utilization Plan (If box is checked, current certification document, with NAICS code, must be submitted with RFP response.)
 - Appendix B - Prime Vendor Information Sheet
 - Schedule H1-B - Student Career Awareness/Education Plan/Commitment
 - Schedule H1-A - Student Employment Commitment
- OR** Either Schedule H1-A or Schedule H1-C must be returned.
- Schedule H1-C - Alternative Placement Request Student Employment

Even if there are no HUB or Student Engagement requirements identified in § 2.2, bidders must still fill out "Appendix B - Prime Vendor Information Sheet". The information is solicited solely for reporting purposes

to the Board of School Directors.

MPS's CCS Manager will be the sole judge of the suitability and completeness of the returned forms and assign a "Pass"/ "Fail" determination accordingly. Bids determined to have "Failed" will be rejected.

2.4 Award

Within 20 business days after a bidder receives MPS Board approval of its contract, it must submit copies of all executed HUB firm subcontracts and all supporting and associated HUB documentation to CCS. Falsification of any information related to a subcontract, including, but not limited to, subcontractor's name or actual work to be performed by HUB firms, is prohibited. No HUB firm substitutions or scope of work reductions shall occur without the expressed written consent of MPS's Manager of Contract Compliance Services or his/her designated staff.

Failure to meet CCS requirements may result in financial sanctions up to, or exceeding, 70% of the value of the awarding contract and will be assessed against contractor invoices. Sanction dollars will be released on subsequent invoices as compliance documentation is provided.

3.0 QUESTIONS AND ADDENDA

3.1 Communications/Questions

The only permissible communication regarding this RFB with MPS staff, including any and all questions and requests for clarification, must be directed, in writing via email, to mpsbids@milwaukee.k12.wi.us. The subject line of the email must be labeled "RFB 5772 - Question." Any other communication to, or contact with, a MPS staff member regarding this RFB by bidder will be considered unauthorized and a cause for rejection of a respondent's proposal.

Any such communications must be received by 2:00 PM (Central Time) on Tuesday, March 19, 2019 or will be disregarded.

If a vendor has specific concerns regarding any aspect of the CCS process, including requirements, how requirements may be met or other, questions may be submitted in writing directly to CCS at 505@milwaukee.k12.wi.us. However, the deadline for these questions remains the same. Any questions submitted to CCS must be received no later than 2:00 PM (Central Time) on Tuesday, March 19, 2019.

3.2 Answers/Addendum

Answers to submitted questions, as well as any additional information or clarifications to the RFB, will be provided in the form of addenda posted at <http://mps.milwaukee.k12.wi.us/en/District/Vendors-Contractors/Vendors/Bids-RFPs.htm>. CCS may engage in vendor-specific conversations regarding requirements, but any general information relevant to all vendors generated by these conversations will be published in an addendum.

It is the sole responsibility of bidders to check that site for any addenda that may be issued. Addenda will not be otherwise communicated to prospective bidders and no other response to the emailed questions will be received by the sender.

In the event of any conflict with the RFB, addenda shall govern.

4.0 SCOPE OF REQUEST

4.1 Items Requested

This RFB is for a blanket contract(s) for tray wrapping film (Group A) and heat seal fiber trays and polyester film for Oliver heat seal machine and tray accumulator (Group B). The blanket contract(s) is/are anticipated to commence June 1, 2019 through May 31, 2020 with the possibility of two one-year extensions. MPS will base its renewal decisions on the following performance metrics to be rated by MPS personnel. A contractor must attain a minimum score of 90 points to be eligible for contract renewal; however, 90 points does not guarantee renewal.

Group A – Performance Metrics	Maximum Points
Quality of Products (Cores, Imperfections of Rolls, Static Cling, etc.)	25
Effectiveness of Running Material on Equipment	25
Customer Service/Responsiveness to Problems	20
Efficiency and Accuracy of Deliveries	15
Invoicing and Billing Process Followed	15
Total	100

Group B – Performance Metrics	Maximum Points
Quality of Product	40
Customer Service/Responsiveness to Problems	25
Efficiency and Accuracy of Deliveries	20
Invoicing and Billing Process Followed	15
Total	100

4.2 Bid

The items specified in this RFB will be used for bid evaluation and award purposes only. MPS reserves the right to purchase like-items from the bid awardee.

Orders will be placed by end users for quantities as needed to be delivered to various MPS sites. All delivery costs must be included in the quoted unit price. Quantities listed are merely an estimate for the term of the blanket contract. MPS does not guarantee the amount that will actually be purchased. Bidders must be officially authorized to sell and distribute the items identified below.

In the event the identified products are discontinued during the term of the resulting contract, like products must be available and offered by bidder at the same prices or less. Vendor shall provide samples. MPS reserves the right to test, validate and approve the replacement product and terminate the contract, in its sole discretion, if the product is not equivalent and compatible.

If offering a substitute or alternate other than the model specified, descriptive literature must be included with the bid for bid evaluation purposes. In addition, it is the responsibility of the bidder to indicate specification compliance of the substitute or alternate bid compared to the model specified in the RFB. Failure to include, with the bid, descriptive literature and verify specification compliance for each item shall result in bid rejection. Whether the substitute or alternate is acceptable will be determined at the sole discretion of the Director of Procurement & Risk Management or his/her designee.

Discount offered for payment within designated period: _____ % _____ business days of a properly submitted invoice. (See § 4.4.)

4.2.1 Group A – Tray Wrapping Film

Group A is for a blanket contract for Tray Wrapping Film.

The items specified in this Request for Bid will be used for bid evaluation and award purposes only. MPS reserves the right to purchase like-items from the bid awardee.

Orders will be placed by users for quantities as needed. Quantities listed are merely an estimate for the term of the anticipated Contract. MPS does not guarantee the amount that will be purchased. Bidders must be officially authorized to sell and distribute the items identified below.

Vendors must bid on all four (4) types of tray wrapping film to be eligible for award of Group A.

Item No.	Quantity	Unit	Description	Discounted Unit Price F.O.B	Extended Line Totals
1.	400	RL	<p><u>Polypropylene cold pack overwrap film</u> – 80 gauge, clear, 16 inches wide, repeat length 9.5 inches, 9.5 inch outer diameter, 3 inch inner core diameter, approximately 6000 feet/roll, approximately 29 lbs. per roll, not to exceed 30 lbs. (Estimated 7,579 units per roll at 9.5 inch repeat.)</p> <p>Specify brand and product no. _____</p> <p style="text-align: right;">Price per roll</p> <p>Specify feet/roll _____ ft. Specify weight/roll _____ lbs.</p> <p>Price per pound \$ _____</p>	\$ _____	\$ _____
2.	50	RL	<p><u>Polypropylene cold pack overwrap film</u> – 80 gauge, clear, 18 inches wide, repeat length 9.5 inches, 9.5 inch outer diameter, 3 inch inner core diameter, approximately 5000 feet/roll, approximately 29 lbs. per roll, not to exceed 30 lbs. (Estimated 7,579 units per roll at 9.5 inch repeat).</p> <p>Specify brand and product no. _____</p> <p style="text-align: right;">Price per roll</p>	\$ _____	\$ _____

			<p>Specify feet/roll _____ ft.</p> <p>Specify weight/roll _____ lbs.</p> <p>Price per pound \$ _____.</p>		
3.	400	RL	<p><u>Polyester hot pack overwrap film</u> – 60 gauge, clear, 16 inches wide, repeat length 9.5 inches, 9.5 inch outer diameter, 3 inch inner core diameter, approximately 5000 feet/roll, approximately 29 lbs. per roll, not to exceed 30 lbs. (Estimated 6,315 units per roll at 9.5 inch repeat.)</p> <p>Specify brand and product no. _____</p> <p style="text-align: right;">Price per roll</p> <p>Specify feet/roll _____ ft.</p> <p>Specify weight/roll _____ lbs.</p> <p>Price per pound \$ _____</p>	\$ _____	\$ _____
4.	50	RL	<p><u>Polyester hot pack overwrap film</u> – 60 gauge, clear, 18 inches wide, repeat length 9.5 inches, 9.5 inch outer diameter, 3 inch inner core diameter, approximately 4,500 feet/roll, approximately 29 lbs. per roll, not to exceed 30 lbs. (Estimated 6,315 units per roll at 9.5 inch repeat.)</p> <p>Specify brand and product no. _____</p> <p style="text-align: right;">Price per roll</p> <p>Specify feet/roll _____ ft.</p> <p>Specify weight/roll _____ lbs.</p> <p>Price per pound \$ _____</p>	\$ _____	\$ _____
Extended Line Total of all items in Group A					\$ _____

Samples for Group A

Vendor must submit a **full roll sample of all four overwrap types of film** that they are bidding on to verify specification compliance and functional compatibility as requested by MPS. **The samples must be clearly labeled with manufacturer name and type of film on the box and on the roll.** The samples must be provided at no cost to MPS and will become property of MPS. The samples will be tested on current equipment to verify compatibility and acceptability. The decision as to whether a product that is bid meets the specifications and is compatible and acceptable will be at MPS's sole discretion.

Samples shall be received no later than 12:00 pm on Friday, April 5, 2019 at:

Milwaukee Parkside School
 Attn: Kitchen/Judy & Deb
 Address 2969 S. Howell Avenue
 Milwaukee, Wisconsin 53207

4.2.2 Group B: Heat Seal Fiber Trays and Polyester Heat Sealable Film

Group B is for a blanket contract(s) for nine types of heat seal fiber trays and six types of polyester heat sealable film for an Oliver Speedseal paper tray machine and Oliver tray accumulator.

Vendor will include free lease of Heat Seal Machine with minimum annual volume of 150,000 trays with shipping included.

Vendors must bid on all six (6) heat sealable films and all nine (9) heat seal fiber tray types to be considered for award of Group B.

Item No.	Quantity	Unit	Description	Discounted Unit Price F.O.B	Extended Line Totals
1.	268,000	Tray	<p>Heat seal fiber trays: Oliver #62017 or equal.</p> <p>Specifications: one compartment, nominal outside dimensions: 6.5" L x 5" W x 1.8" D (actual outside dimensions: 6.375" L x 4.875" W x 1.8" D) including ¼" flange around top edge; 21 oz. capacity, fiber thickness: .002-.003; with interior clear liner for liquid barrier consisting of 50 gauge/1/2 mil polyester film; standard tray color: tan; tray base manufactured from sustainable resources using 100% pre-consumer recycled smooth pulp fiber in a chlorine free process; must be able to accommodate a processing temperature range of -40 degrees F to 400 degrees F (the high end of the temperature parameter range requires food to be present in tray), must comply with FDA Title 21 Code of Federal Regulation Section 176.170 – Components of paper and paperboard in contact with aqueous and fatty</p>		

			<p>foods; case count: approximately 500-1,000 trays/case. Trays must function properly with Oliver Speedseal #1808 or #1908 machine and Oliver Tray Accumulator #2218-9999-001 machine. Trays will be ordered in case lot quantities.</p> <p>If equal, specify brand and product no. _____</p> <p style="text-align: right;">Price per Tray</p> <p>Specify trays/case _____ Specify price/case _____</p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>2.</p>	<p>12,000</p>	<p>Tray</p>	<p>Heat seal fiber trays: Oliver #61076 or equal.</p> <p>Specifications: two compartment hot dog, nominal outside dimensions: 6.5” L x 5” W x 1.8” D (actual outside dimensions: 6.375” L x 4.875” W x 1.8” D) including ¼” flange around top edge; 11 oz. and 7 oz. capacity for the two compartments, fiber thickness: .002 - .003; with interior clear liner for liquid barrier consisting of 50 gauge/1/2 mil polyester film; standard tray color: tan; tray base manufactured from sustainable resources using 100% pre-consumer recycled smooth pulp fiber in a chlorine free process; must be able to accommodate a processing temperature range of -40 degrees F to 400 degrees F (the high end of the temperature parameter range requires food to be present in tray), must comply with FDA Title 21 Code of Federal Regulation Section 176.170 – Components of paper and paperboard in contact with aqueous and fatty foods; case count: approximately 500-1,000 trays/case. Trays must function properly with Oliver Speedseal #1808 or #1908 machine and Oliver Tray Accumulator #2218-9999-001 machine. Trays will be ordered in case lot quantities.</p> <p>If equal, specify Brand & Product No. _____</p> <p style="text-align: right;">Price Per Tray</p> <p>Specify trays/case _____</p>	<p>\$ _____</p>	<p>\$ _____</p>

3.	12,000	Tray	<p>Specify price/case</p> <p>Heat seal fiber trays: Oliver #61963 or equal.</p> <p>Specifications: <u>two compartment hamburger</u>, nominal outside dimensions: 6.5” L x 5” W x 1.8” D (actual outside dimensions: 6.375” L x 4.875” W x 1.8” D) including ¼” flange around top edge; 11 oz. and 8 oz. capacity for the two compartments, fiber thickness: .002-.003; with interior clear liner for liquid barrier consisting of 50 gauge/1/2 mil polyester film; standard tray color: tan; tray base manufactured from sustainable resources using 100% pre-consumer recycled smooth pulp fiber in a chlorine free process; must be able to accommodate a processing temperature range of -40 degrees F to 400 degrees F (the high end of the temperature parameter range requires food to be present in tray), must comply with FDA Title 21 Code of Federal Regulation Section 176.170 – Components of paper and paperboard in contact with aqueous and fatty foods; case count: approximately 500-1,000 trays/case. Trays must function properly with Oliver Speedseal #1808 or #1908 machine and Oliver Tray Accumulator #2218-9999-001 machine. Trays will be ordered in case lot quantities.</p> <p>If equal, specify Brand & Product No.</p> <hr/> <p style="text-align: right;">Price Per Tray</p> <p>Specify trays/case _____</p> <p>Specify price/case _____</p>	<p>\$ _____</p>	<p>\$ _____</p>
4.	144,105	FT.	<p>Polyester heat sealable OLIAS non-perforated film: Oliver #61031 or equal.</p> <p>Specifications: 50 gauge, 5.25” wide, clear, adhesive, anti-fog, shred resistant; Approximately 4,500 feet/roll; 3” inner core diameter, approximately 8.3-8.5 lbs. per roll. Film must function properly with Oliver Speedseal #1808 or #1908 machine and Oliver Tray Accumulator #2218-9999-001 machine. Film will be ordered in roll lot quantities.</p>		

			<p>If equal, specify Brand & Product No.</p> <hr/> <p style="text-align: right;">Price Per Foot</p> <p>Specify feet/roll _____ Specify price/roll _____ Specify lbs./roll _____</p>	\$ _____	\$ _____
5.	3,600	FT.	<p>Polyester heat sealable OLIAS perforated film: Oliver #60965 or equal.</p> <p>Specifications: 50 gauge, 5.25” wide; clear; adhesive; anti-fog; shred resistant; approximately 3,000 feet/roll; 3” inner core diameter; approximately 8.3-8.5 lbs. per roll. Film must function properly with Oliver Speedseal #1808 or # 1908 machine and Oliver Tray Accumulator #2218-9999-001 machine. Film will be ordered in roll lot quantities.</p> <p>If equal, specify Brand & Product No.</p> <hr/> <p style="text-align: right;">Price Per Foot</p> <p>Specify feet/roll _____ Specify price/roll _____ Specify lbs./roll _____</p>	\$ _____	\$ _____
6	3,600	FT.	<p>Polyester heat sealable OLIAS Super perforated film #60989 or equal.</p> <p>Specifications: 50 gauge OCLF, 5.25” wide x 4,275 feet/roll, 330 Perf, Film, clear; adhesive; anti-fog; shred resistant; approximately 3,000 feet/roll; 3” inner core diameter; approximately 1.8 to 2.0 lbs. per roll.</p> <p>Film must function properly with Oliver Speedseal #1808 or # 1908 machine and Oliver Tray Accumulator #2218-9999-001 machine. Film will be ordered in roll lot quantities.</p> <p>If equal, specify Brand & Product No.</p>		

			<p style="text-align: right;">Price per foot</p> <p>Specify feet/roll _____ ft. Specify weight/roll _____ lbs. Price per pound _____</p>	\$ _____	\$ _____
7	17,000	Tray	<p>Heat seal fiber trays: Oliver #51451 or equal.</p> <p>Specifications: three compartment, nominal outside dimensions: 8.625” L x 6.5” W x 1.5” D (actual outside dimensions: 8.625” L x 6.4375 ” W x 1.5” D) including ¼” flange around top edge; 15.5/6.5/6.5 oz capacity for the three compartments, fiber thickness: .002-.003; with interior clear liner for liquid barrier consisting of 50 gauge/1/2 mil polyester film; standard tray color: tan; tray base manufactured from sustainable resources using 100% pre-consumer recycled smooth pulp fiber in a chlorine free process; must be able to accommodate a processing temperature range of -40 degrees F to 400 degrees F (the high end of the temperature parameter range requires food to be present in tray), must comply with FDA Title 21 Code of Federal Regulation Section 176.170 – Components of paper and paperboard in contact with aqueous and fatty foods; case count: approximately 500-1,000 trays/case. Trays must function properly with Oliver Speedseal #1808 or #1908 machine and Oliver Tray Accumulator #2218-9999-001 machine. Trays will be ordered in case lot quantities.</p> <p>If equal, specify Brand & Product No. _____</p> <p style="text-align: right;">Price per Tray</p> <p>Specify trays/case _____ Specify price/case _____</p>	\$ _____	\$ _____
8	17,000	Tray	<p>Heat seal fiber trays: Oliver #58103 or equal.</p> <p>Specifications: three compartment, nominal outside dimensions: 8.625” L x 6.5” W x 1.875” D (actual outside dimensions: 8.625” L x 6.4375 ” W x 1.875” D) including ¼” flange around top edge; 18/7/7 oz capacity for the three</p>		

			<p>compartments, fiber thickness: .002- .003; with interior clear liner for liquid barrier consisting of 50 gauge/1/2 mil polyester film; standard tray color: tan; tray base manufactured from sustainable resources using 100% pre-consumer recycled smooth pulp fiber in a chlorine free process; must be able to accommodate a processing temperature range of -40 degrees F to 400 degrees F (the high end of the temperature parameter range requires food to be present in tray), must comply with FDA Title 21 Code of Federal Regulation Section 176.170 – Components of paper and paperboard in contact with aqueous and fatty foods; case count: approximately 500-1,000 trays/case. Trays must function properly with Oliver Speedseal #1808 or #1908 machine and Oliver Tray Accumulator #2218-9999-001 machine. Trays will be ordered in case lot quantities.</p> <p>If equal, specify Brand & Product No.</p> <p>_____</p> <p style="text-align: right;">Price per Tray</p> <p>Specify trays/case _____ Specify price/case _____</p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>9</p>	<p>17,000</p>	<p>Tray</p>	<p>Heat seal fiber trays: Oliver #73417 or equal.</p> <p>Specifications: three compartment, nominal outside dimensions: 8.625” L x 6.5” W x 1.5” D (actual outside dimensions: 8.625” L x 6.4375 ” W x 1.5” D) including ¼” flange around top edge; 15.5/6.5/6.5 oz capacity for the three compartments, fiber thickness: .002-.003; with interior clear liner for liquid barrier consisting of 50 gauge/1/2 mil polyester film; standard tray color: black; tray base manufactured from sustainable resources using 100% pre-consumer recycled smooth pulp fiber in a chlorine free process; must be able to accommodate a processing temperature range of -40 degrees F to 400 degrees F (the high end of the temperature parameter range requires food to be present in tray), must comply with FDA Title 21 Code of Federal Regulation Section 176.170 – Components of paper and paperboard in contact with aqueous and fatty foods; case count: approximately 500-1,000</p>		

			<p>trays/case. Trays must function properly with Oliver Speedseal #1808 or #1908 machine and Oliver Tray Accumulator #2218-9999-001 machine. Trays will be ordered in case lot quantities.</p> <p>If equal, specify Brand & Product No.</p> <hr/> <p style="text-align: right;">Price per Tray</p> <p>Specify trays/case _____</p> <p>Specify price/case _____</p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>10</p>	<p>17,000</p>	<p>Tray</p>	<p>Heat seal fiber trays: Oliver #7230-6264 or equal.</p> <p>Specifications: two compartment, nominal outside dimensions: 8.625" L x 6.5" W x 1.5" D (actual outside dimensions: 8.625" L x 6.4375 " W x 1.5" D) including ¼" flange around top edge; 18/9.5 oz capacity for the two compartments, fiber thickness: .002- .003; with interior clear liner for liquid barrier consisting of 50 gauge/1/2 mil polyester film; standard tray color: tan; tray base manufactured from sustainable resources using 100% pre-consumer recycled smooth pulp fiber in a chlorine free process; must be able to accommodate a processing temperature range of -40 degrees F to 400 degrees F (the high end of the temperature parameter range requires food to be present in tray), must comply with FDA Title 21 Code of Federal Regulation Section 176.170 – Components of paper and paperboard in contact with aqueous and fatty foods; case count: approximately 500-1,000 trays/case. Trays must function properly with Oliver Speedseal #1808 or #1908 machine and Oliver Tray Accumulator #2218-9999-001 machine. Trays will be ordered in case lot quantities.</p> <p>If equal, specify Brand & Product No.</p> <hr/> <p style="text-align: right;">Price per Tray</p> <p>Specify trays/case _____</p> <p>Specify price/case _____</p>	<p>\$ _____</p>	<p>\$ _____</p>

11	17,000	Tray	<p>Heat seal fiber trays: Oliver #7230-6262 or equal.</p> <p>Specifications: <u>two compartment</u>, nominal outside dimensions: 8.625" L x 6.5" W x 1.875" D (actual outside dimensions: 8.625" L x 6.4375 " W x 1.875" D) including ¼" flange around top edge; 22/11 oz capacity for the two compartments, fiber thickness: .002- .003; with interior clear liner for liquid barrier consisting of 50 gauge/1/2 mil polyester film; standard tray color: tan; tray base manufactured from sustainable resources using 100% pre-consumer recycled smooth pulp fiber in a chlorine free process; must be able to accommodate a processing temperature range of -40 degrees F to 400 degrees F (the high end of the temperature parameter range requires food to be present in tray), must comply with FDA Title 21 Code of Federal Regulation Section 176.170 – Components of paper and paperboard in contact with aqueous and fatty foods; case count: approximately 500-1,000 trays/case. Trays must function properly with Oliver Speedseal #1808 or #1908 machine and Oliver Tray Accumulator #2218-9999-001 machine. Trays will be ordered in case lot quantities.</p> <p>If equal, specify Brand & Product No.</p> <p>_____</p> <p style="text-align: right;">Price per Tray</p> <p>Specify trays/case _____ Specify price/case _____</p>	<p>\$ _____</p>	<p>\$ _____</p>
12	17,000	Tray	<p>Heat seal fiber trays: Oliver #7230-6265 or equal.</p> <p>Specifications: <u>two compartment</u>, nominal outside dimensions: 8.625" L x 6.5" W x 1.5" D (actual outside dimensions: 8.625" L x 6.4375 " W x 1.5" D) including ¼" flange around top edge; 18/9.5 oz capacity for the two compartments, fiber thickness: .002- .003; with interior clear liner for liquid barrier consisting of 50 gauge/1/2 mil polyester film; standard tray color: black; tray base manufactured from sustainable resources using 100% pre-consumer recycled smooth pulp fiber in a chlorine free</p>		

			<p>process; must be able to accommodate a processing temperature range of -40 degrees F to 400 degrees F (the high end of the temperature parameter range requires food to be present in tray), must comply with FDA Title 21 Code of Federal Regulation Section 176.170 – Components of paper and paperboard in contact with aqueous and fatty foods; case count: approximately 500-1,000 trays/case. Trays must function properly with Oliver Speedseal #1808 or #1908 machine and Oliver Tray Accumulator #2218-9999-001 machine. Trays will be ordered in case lot quantities.</p> <p>If equal, specify Brand & Product No.</p> <p>_____</p> <p style="text-align: right;">Price per Tray</p> <p>Specify trays/case _____</p> <p>Specify price/case _____</p>	\$ _____	\$ _____
13	3,000	FT	<p>Polyester heat sealable OCLF non-perforated film: Oliver #70305 or equal.</p> <p>Specifications: 50 gauge, 8.75” wide; clear; adhesive; anti-fog; shred resistant; approximately 3,750 feet/roll; 3” inner core diameter; approximately 10.7-10.9 lbs. per roll. Film must function properly with Oliver Speedseal #1808 machine and Oliver Tray Accumulator #2218-9999-001 machine. Film will be ordered in roll lot quantities.</p> <p>If equal, specify Brand & Product No.</p> <p>_____</p> <p style="text-align: right;">Price Per Foot</p> <p>Specify feet/roll _____</p> <p>Specify price/roll _____</p> <p>Specify lbs./roll _____</p>	\$ _____	\$ _____
14	12,300	FT	<p>Polyester heat sealable OCLF perforated film: Oliver #61720 or equal.</p> <p>Specifications: 50 gauge, 8.75” wide; clear; adhesive; anti-fog; shred resistant; approximately 3,750 feet/roll; 3” inner core</p>		

			<p>diameter; approximately 10.7 – 10.9 lbs. per roll. Film must function properly with Oliver Speedseal #1808 machine and Oliver Tray #2218-9999-001 machine. Film will be ordered in roll lot quantities.</p> <p>If equal, specify Brand & Product No.</p> <hr/> <p style="text-align: right;">Price Per Foot</p> <p>Specify feet/roll _____ Specify price/roll _____ Specify lbs./roll _____</p>	\$ _____	\$ _____
15	12,300	FT	<p>Polyester heat sealable OCLF super perforated film: Oliver #60987 or equal.</p> <p>Specification: 50 gauge, 8.75” wide, 330 flame perforated holes per inch, clear, adhesive, anti-fog, shred resistant; Approximately 6,000 feet/roll; 3” inner core diameter, approximately 17.7-18.5 lbs. per roll. Film must function properly with Oliver Speedseal #1808 machine and Oliver Tray Accumulator #2218-9999-001 machine. Film will be ordered in roll lot quantities.</p> <p>If equal, specify Brand & Product No.</p> <hr/> <p style="text-align: right;">Price Per Foot</p> <p>Specify feet/roll _____ Specify price/roll _____ Specify lbs./roll _____</p>	\$ _____	\$ _____
Extended Line Total of all items in Group B					\$ _____

Group B - Samples Required

Bidders must submit a full roll sample of all six (6) types of film and one case of each of the nine (9) types of trays that they are bidding on to verify specification compliance and functional compatibility as requested by MPS. The samples must be clearly labeled with manufacturer name on the box and on the roll. The samples must be provided at no cost to MPS and will become property of MPS. The samples will be tested

on current equipment to verify compatibility and acceptability. The decision as to whether a product that is bid meets the specifications and is compatible and acceptable will be at MPS's sole discretion.

Samples shall be received no later than 12:00 pm on Friday, April 5, 2019 at:

Milwaukee Academy of Chinese Language (MACL)
Attn: Kitchen/Stacey
Address: 2430 W. Wisconsin Ave
Milwaukee, Wisconsin 53233

4.3 Pricing

Prices quoted must be firm for one year, after which an escalator may be invoked if vendor's price has increased. Any request for a price increase must be made in writing to the Director of Procurement and Risk Management at least 60 days in advance of the effective date of the increase and verified by a letter from the supplier and/or published price sheets. Any price increase will be based on product cost only and will not exceed 10% of the bid unit price at any time during the term of the awarded blanket contract. Any increase must be memorialized, prior to its effective date, in the form of a contract modification signed by authorized signatories of both parties.

Likewise, any de-escalation in price will be passed on to MPS. Vendors are obligated to treat price decreases as equally as price increases during the term of the contract.

4.4 Discount

Discount quoted will be applied in determining the final bid price. However, payment discounts of less than 20 days will not be considered.

Discounts will be calculated from the date the purchased item is received or the date the properly submitted invoice is received, whichever is later.

5.0 AWARD STATEMENT

An award will be made for Group A, Group B, or Group A and B combined. MPS reserves the right to award to multiple vendors. Awards will be made to the lowest responsible and responsive bidder of each Group's extended line item total complying with the bid specifications and the Minimum Bid Requirement(s). Low bidder will be determined from the extended line total of each group.

The Director of Procurement & Risk Management, or his/her designee, will be the final judge as to whether an item meets the specifications for this RFB.

5.1 Calculation

Except as provided herein, MPS will not check a bidder's math.

If an apparent low bidder makes a mathematical error in arriving at the extended line totals, MPS will interpret the error in the manner most beneficial to MPS, make commensurate adjustments to the unit price, (*i.e.*, by holding the bidder to the unit price listed on the bid even if it conflicts with the extended line total divided by the number of units; or by holding the bidder to the unit price arrived at by dividing the extended

line total by the number of units, even though less than the unit price actually listed) and make the award on that basis.

If an apparent low bidder makes a mathematical error to MPS's benefit in the summation of the extended line totals, MPS will allocate the difference between the correct total and the listed total equally among all items bid to arrive at a lower adjusted unit price for each item bid (as initially adjusted above if there is a mathematical error in arriving at the extended line totals).

If an apparent low bidder makes a mathematical error to MPS's detriment in the summation of the extended line totals, MPS will make the award based on the correct summation of the extended line totals and hold the bidder to the unit price listed (as adjusted above if there is a mathematical error in arriving at the extended line totals).

6.0 MINIMUM BID REQUIREMENT(S)

6.1 Authorized Seller/Distributor

Bidders must be officially authorized to sell and distribute the items identified.

6.2 Delivery

A palletized delivery is required no later than 10 business days after receipt of an order. After the award is made, deliveries will be sent to:

For Tray Wrapping Film (Group A):

Milwaukee Parkside Kitchen
Address 2969 S. Howell Avenue
Milwaukee, Wisconsin 53207

Vincent High School Kitchen
7501 N. Granville Rd
Milwaukee, WI 53224

For Oliver Heat Seal Fiber Trays and Film (Group B):

Milwaukee Academy of Chinese Language (MACL) Kitchen
2430 W. Wisconsin Ave
Milwaukee, Wisconsin 53233

MPS reserves the right for possible expansion of deliveries to additional sites during the term of the contract.

A lift gate truck is required for all deliveries. The minimum delivery will be a total of 50 rolls per school for Group A. The minimum delivery will be a total of 18 cases for Group B.

7.0 RESULTING CONTRACT

If your bid is accepted and an award made, this RFB and any documents incorporated by reference will constitute the entire contract between MPS and your firm concerning the subject matter herein and supersede any prior proposals, negotiations, conversations, discussions and contracts among the parties.

The following documents are herein expressly incorporated by reference to this RFB: the MPS Terms and Conditions for Bids dated April 14, 2014; and the awarded bidder's responsive bid. In the event of a conflict of terms, the order of priority will be: (1) the RFB; (2) the MPS Terms and Conditions for Bids dated April 14, 2014; and (3) the awarded bidder's responsive bid.

7.1 Additional Terms

The following terms are also a part of any resulting contract:

7.1.1 Payment

MPS attempts to pay all invoices within 30 days of a properly submitted invoice. State prompt pay law will not apply to the Contract awarded as a result of this bid or any purchase thereunder.

7.1.2 Modification

No amendment or modification of any provision of the Contract will be effective unless the same will be in writing and signed by authorized signatories of both parties.

7.1.3 Vendor Documents

MPS will neither sign a vendor's contract nor will be bound by any terms and conditions included in vendor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

7.1.4 Model Change

In the event that the model/part number bid is discontinued during the contract period, vendors shall be obligated to replace the bid model with an equivalent "like" model of the same brand for the bid price or less. Vendor shall provide documentation regarding the replacement model for approval of the Director of Procurement & Risk Management, or his/her designee.

8.0 SIGNATURE

8.1 Counter Offers

Does your bid response include any counter offers or changes to any terms, conditions or specifications contained in this RFB?

Yes No

By checking "No", you are affirming that there are no counter offers or changes to any terms, conditions or specifications contained in this RFB; any language in your bid response that could be interpreted as such will be disregarded. If you check "Yes", your bid will be rejected as non-responsive.

8.2 Minimum Bid Requirement(s)

Do you meet, or will you comply, with all the Minimum Bid Requirement(s) identified in § 6.0?

Yes No

If you check “No”, your bid will be rejected as non-responsive.

8.3 Specifications

Do the items you quoted comply with all specifications?

Yes No

If you checked no, please specifically list all areas of deviations. _____

MPS reserves the right to award the bid to a bidder bidding an equal product so long as, in the sole discretion of the Director of Procurement & Risk Management, or his/her designee, any deviations are non-material.

I acknowledge that I have read and understand § 2.0 regarding CCS Requirements and that any proposed HUB and or Student Engagement participation is binding, real, and substantial. By signing below, bidder hereby certifies that this bid is in all respects fair and without collusion or fraud, and is made with the

understanding that no elected officer or any employee of MPS has any interest, directly or indirectly, unless otherwise stated.

BIDDER'S FIRM: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL: _____

FEDERAL ID NUMBER: _____

SIGNATURE: _____
(may be electronic or manual)

NAME: _____
(typed or printed)

TITLE: _____

DATE: _____

9.0 ADDITIONAL INFORMATION REQUIRED

9.1 Contact Person for Order Placement

Contact Person: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

9.2 Online Capabilities

Do you have a website with the following:

Online Catalog: Yes No

Online Ordering: Yes No

Webpage Address: _____

Are you capable of setting up a “punch out” ordering system with MPS which uses SunGard BusinessPLUS (formerly Integrated Financial and Administrative Solution (IFAS))?

Yes No

9.3 Cooperative Purchase Inquiry

Would you be willing to extend the pricing from any contract that may result from this RFB to other V.A.L.U.E. members of local government entities in the southeastern Wisconsin area? Please be advised that the award of this bid by MPS is not contingent upon your agreement to the above request. If you agree to extend to any other agencies, each agency will be responsible for issuing and administering its own contract.

Yes No

9.4 For Informational Purposes Only

(This § 9.4 does not supplant bidder’s obligation to complete the forms identified in § 2.3.)

Please indicate whether your firm is certified as a Historically Underutilized Business (Minority, Woman-Owned, Disadvantaged, Service-Disabled Veteran Owned Small Business, SBA-8A, or other approved targeted business enterprise).

Yes No

If yes, certifying agency: _____
expiration date: _____

A current certification document, with NAICS code, must be submitted with bid response.

10.0 RESERVATION OF RIGHTS

MPS expressly reserves the following rights:

- a. Make no award.
- b. Accept or reject any (or all) bids.
- c. Reject any part of the bids not meeting the specifications set forth herein.
- d. Reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all bids.
- e. Award the contract by lot or by individual item as MPS deems appropriate, unless otherwise specified.
- f. To re-award the contract to the next lowest, responsive bidder in the event the bidder to whom a bid is awarded defaults in executing the formal agreement.
- g. In the best interest of MPS, accept or reject any and all portions thereof, select the next most responsive bid, or if necessary issue a new solicitation document or take other action as MPS deems appropriate.

11.0 APPEALS

Appeals regarding MPS's procurement process are handled by the Office of Accountability and Efficiency. Details on appeals can be found at http://mps.milwaukee.k12.wi.us/MPS-English/OBG/OAE/Policies-and-Laws/Bid_RFP-Appeals-Form.pdf.

APPENDIX B

Prime Vendor Information Sheet

This form should be filled out by the **PRIME** vendor with prime vendor company information regardless of whether there is a HUB participation requirement listed.

Prime HUBs must identify the actual percentage of service/product they will provide. Only that percentage of service/product actually provided by the HUB prime will count toward HUB participation.

You are also encouraged to fill out additional forms for each of your subcontractors. The information in this appendix will be used for statistical reporting purposes only.

Are you a certified MBE firm? Yes No Certifying Agency _____

Are you a certified WBE firm? Yes No Certifying Agency _____

Are you a certified SBA-8A SBE, DBE, DVSOB firm? Yes No Certifying Agency _____

Total number of all employees within your company: _____

Number of minority employees within your company: _____

Number of women employees within your company: _____

1. Please include a copy of each firm's [prime and subcontractor] Affirmative Action Statement.
2. Please provide the following information for each individual assigned as a team member on the MPS project (both prime vendor team and subcontractor team): Name, project assignment, ethnicity, gender, resident (r) or non-resident (nr) of Milwaukee, and hours/percent of project dollars.

<u>Name of Team Member</u>	<u>Project Assignment</u>	<u>Ethnicity</u>	<u>M/F</u>	<u>Resident/ Non-resident</u>	<u>% of Project Dollars</u>