

1.0 PUBLIC NOTICE

PUBLIC NOTICE

The School Committees from the following schools hereby invite sealed bids for the 2019-2020 school year:

ATHLETIC SUPPLIES: Dudley-Charlton Regional, Oxford, Millbury, Wachusett Regional, Webster, Winchendon and other participating Districts.

Specification and bid proposal forms are available from May 3, 2019 to May 17, 2019 at:

French River Education Center, Inc.
672 Main Street, P.O. Box 476
North Oxford, MA 01537
(508) 987-0219

All bids must be in conformity with all pertinent statutes and regulations of the Commonwealth of Massachusetts.

All bids must be sealed and labeled "ATHLETIC SUPPLIES" and received at the French River Education Center, Inc., 672 Main Street, North Oxford, MA not later than 2:00 p.m. on May 17, 2019, at which time and place bids will be publicly opened and read. Faxed or emailed bids will not be accepted.

The School Committees reserve the right to reject any or all bids, or any part thereof; when it appears to them that the best interests of the district are served by doing so.

Ricci Hall
Director
French River Education Center, Inc.

GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS

1.1 Proposal / Contract / Required Documents

This bid document and all related appendices, bid proposal forms, compliance forms addenda and bidder's response is an integral part of the contractor's bid proposal and contract for services.

- Certificate of Authority must be submitted with bid response.
- W9 must be supplied with bid response.

Sealed Bids must be delivered to: French River Education Center Inc.
672 Main Street, P.O. Box 476
North Oxford, MA 01537

By 2:00 p.m. May 17, 2019, at which time all bids will be publicly opened and read. It should be clearly marked on the outside: "ATHLETIC SUPPLIES". All bids must include a non-collusion form, tax compliance certificate, and the bid pricing form.

Sealed bids will be found acceptable only if hand-delivered, delivered by courier, or received through the mail.

1.2 Additional Language: Change to Specifications Effective 19-20 Bid Term

Vendor form must be typed and completed in EXCEL. Vendor codes must be entered on all items. Sealed bids including vendor pricing form must be submitted in two forms; hard copy and on electronic media (CD or USB drive). Electronic media must be included in sealed bid submission and may not be sent after bid opening. A vendor may be deemed unresponsive if bid is not received as specified.

2.2 Addendum

If any changes are made to this Invitation for Bid (IFB), an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having picked up the IFB.

2.3.1 Questions

Questions concerning this invitation for bids should be directed to Anne Bossolt, French River Education Center, 672 Main Street, North Oxford, MA before 4:00 p.m. May 15, 2019. Questions may be delivered, mailed, telephoned (508) 987-0219, extension 103 or faxed (508) 987-1396. Written responses will be mailed or faxed to all bidders on record as having received the IFB.

2.4 How to Modify or Withdraw Bid

A bidder may correct, modify, or withdraw a bid by written notice received by the French River Education Center, Inc. prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.____." Each modification must be numbered in sequence, and must reference "Athletic Supplies Bid" the original IFB.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interest of the participating school districts of fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake on the intended bid is clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

2.5 District Right to Cancel IFB or Reject Bids

The participating School Districts may cancel this IFB, or reject in whole or in part any and all bids, if the Districts determine that the cancellation or rejection serves the best interest of the Districts.

2.6 Bid Price Requirement

All bid prices submitted in response to this IFB must remain firm for one year following the bid award on June 4, 2019. Bid price to include all charges related to this purchase. **No additional cost will be paid for delivery.**

CERTIFICATE OF AUTHORITY

I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)

corporation, and that _____
(insert the name of officer who signed the **contract and bonds**)

is the duly elected _____
(insert the title of the officer in line 2)

of said corporation, and that on _____
(insert a date that is **ON OR BEFORE** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

_____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below:

ATTEST: _____
(Signature of Clerk or Secretary)*

AFFIX CORPORATE SEAL HERE

Name: _____
(Please print or type name in line 6)*

Date: _____
(insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

*The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

2.7 Unexpected Closures

If, at the time of the scheduled bid opening, the Office of the French River Education Center, Inc. is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day.

2.8.1 Product Acceptance

The receiving school district shall have fourteen (14) days from the date of delivery to accept or reject the order due to noncompliance with the bid specifications.

Football, soccer balls and basketballs found to be defective will be replaced within one week at no charge to the school. Schools will not be responsible for return shipping of defective items.

3.0 Purchase Description

All bidders must state and identify the product offered and must submit with their bids complete specifications and descriptive literature. The total units represent estimated quantities for the school districts and each district reserves the right to purchase more or less of the quantities proposed. Individual purchase orders from participating schools will indicate quantities of specific items to be delivered to locations within each district. **If name and manufacturer and model number is not filled in as requested, then it is understood and agreed that all items shall be furnished exactly as specified. Samples must be supplied where indicated on vendor form. Please indicate if samples will be picked up. All samples must be picked up by June 21, 2019.**

4.0 Rule of Award

The contract will be awarded on an item-by-item basis to the responsive and responsible bidder or bidders with the lowest unit prices. Bids must be submitted on the Bid Award Form.

5.0 Billing Requirement

Invoices should include the name and address of vendor, date, quantity description and unit price of each item and total cost of an item. Bid price to include all charges related to this purchase. No additional cost will be paid for delivery. At the discretion of the district, invoices may not be paid until orders are complete. The school districts reserve the right to process payment of invoices prior to or after July 1, 2019.

No charge will be allowed for federal, state or municipal sales or excise taxes from which the School Districts are exempt.

6.0 Termination of Contract

The Participating School Districts reserve the right to terminate any outstanding orders if delivery does not occur by the following deadlines:

Fall Sports Equipment – delivery by 8/9/2019
 Winter Sports Equipment – delivery by 11/8/2019
 Spring Sports Equipment – delivery by 3/6/2020

If this occurs, payments will be made on items received, but outstanding items may be ordered elsewhere.

7.0 Delivery Requirements/Ordering Information

Orders will not be filled without Purchase Order issued by participating school unless mutually agreed upon.

All orders must be filled and delivery made in accordance with the following schedule: **Purchase orders must be filled when submitted by each individual school district and not held for a group/FREC collaborative order.**

Fall Sports Equipment – delivery by 8/9/2019

Winter Sports Equipment – delivery by 11/8/2019

Spring Sports Equipment – delivery by 3/6/2020

8.0 Sample Contract

The successful bidder(s) will be required to sign a contract which includes the language contained in this section of the RFP (section 8.0).

SAMPLE CONTRACT ATHLETIC SUPPLIES

FRENCH RIVER EDUCATION CENTER PURCHASING COOPERATIVE
672 MAIN STREET, PO BOX 476
NORTH OXFORD, MA 01537

Telephone: (508) 987-0219 Fax: (508) 987-1396

AGREEMENT

AGREEMENT made this June 4, 2019, between the French River Education Center Purchasing Cooperative, and [company], a corporation, (the "Contractor").

WHEREAS, the French River Education Center Purchasing Cooperative is interested in procuring **ATHLETIC SUPPLIES** for the participating school districts listed in the Public Notice in conformity with all legal requirements for a period of one year, FY20;

WHEREAS, the Contractor submitted a bid for the product(s) sought by the French River Education Center Purchasing Cooperative, and the Contractor's bid has been found to be acceptable;

NOW THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt whereof is hereby acknowledged, the French River Education Center Purchasing Cooperative and the Contractor mutually agree as follows:

A. PRODUCT ACCEPTANCE: The receiving school district shall have fourteen (14) days from the date of delivery to accept or reject the order due to noncompliance with the bid specifications.

Football, soccer balls and basketballs found to be defective will be replaced within one week at no charge to the school. Schools will not be responsible for return shipping of defective items.

B. PURCHASE DESCRIPTION: All bidders must state and identify the product offered and must submit with their bids complete specifications and descriptive literature if not bidding a specified. The total units represent estimated quantities for the school districts and each district reserves the right to purchase more or less of the quantities proposed. Individual purchase orders from participating schools will indicate quantities of specific items to be delivered to locations within each district.

If name and manufacturer and model number is not filled in as requested, then it is understood and agreed that all items shall be furnished exactly as specified.

Samples must be supplied where indicated on vendor form. Please indicate if samples will be picked up. All samples must be picked up by June 21, 2019.

C. BILLING: Invoices should include the name and address of vendor, date, quantity description and unit price of each item and total cost of an item. Bid price to include all charges related to this purchase. No additional cost will be paid for delivery. At the discretion of the district, invoices may not be paid until orders are complete. The school districts reserve the right to process payment of invoices prior to or after July 1, 2019.

No charge will be allowed for federal, state or municipal sales or excise taxes from which the School Districts are exempt.

D. ORDERING/PRICING: All bid prices submitted in response to this IFB must remain firm for one year following the bid award on June 4, 2019. Bid price to include all charges related to this purchase. **No additional cost will be paid for delivery.**

F. TERMINATION: The Participating School Districts reserve the right to terminate any outstanding orders if delivery does not occur by the following deadlines:

- Fall Sports Equipment – delivery by 8/9/2019
- Winter Sports Equipment – delivery by 11/8/2019
- Spring Sports Equipment – delivery by 3/6/2020

If this occurs, payments will be made on items received, but outstanding items may be ordered elsewhere.

G. INCORPORATED BY REFERENCE: The Non-Collusion form, Tax Compliance Certificate, Bid Pricing Form, and the French River Education Center’s Invitation for Bids and addenda, if any, are hereby incorporated into this contract.

IN WITNESS WHEREOF, the French River Purchasing Cooperative, and _____ have duly executed this Contract, and a duplicate thereof, on the day and year first above written.

By: _____

Mr. Ricci Hall
French River Education Center
672 Main St., PO Box 476
N. Oxford, MA 01537

By: _____

Name: _____

Please print

Company _____

Date: _____

9.0 Tax Compliance Certification Form

TAX COMPLIANCE CERTIFICATION

ATHLETIC SUPPLIES

ATHLETIC SUPPLIES: Dudley-Charlton Regional, Oxford, Millbury, Wachusett Regional, Webster, Winchendon and other participating Districts.

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, am in compliance with all laws of the Commonwealth related to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of Individual or Corporate Name

Corporate Officer (if applicable)

Social Security or Federal Identification Number

Date

10.0 Non-Collusion Form

NON-COLLUSION FORM

ATHLETIC SUPPLIES

ATHLETIC SUPPLIES: Dudley-Charlton Regional, Oxford, Millbury, Wachusett Regional, Webster, Winchendon and other participating Districts.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of Person Submitting Bid or Proposal

Name

11.0 Bid Pricing Form

Please use attached Bid Pricing Form. Only submissions on this form and typed or printed legibly will be considered.

I agree to all terms and conditions as presented in this bid proposal.

_____	_____		
Signature of Authorized Person	Date		
_____	_____		
Printed Name of Authorized Person	Telephone		
_____	_____		
Firm's Name	Fax		
_____	_____		
Street	City	State	Zip

12.0 Ordering Information Form

Company Name

Street City State Zip

Phone number for **ORDERS**

Fax number for **ORDERS**

13.0 Checklist Form

CHECKLIST FORM

Please include the following items in your bid proposal:

<u>ITEM</u>	<u>COMPLETED AND INCLUDED</u>
Non-Collusion Form	_____
Tax Compliance Certification	_____
Bid Pricing Form	_____
Certificate of Authority	_____
W9	_____