

## **1.0 PUBLIC NOTICE**

### **PUBLIC NOTICE**

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

**BREAD AND ROLLS:** OXFORD, SOUTHBRIDGE, WEBSTER, TANTASQUA REGIONAL, NARRAGANSETT REGIONAL, MILLBURY, NORTH BROOKFIELD, BAY PATH REGIONAL VOCATIONAL HIGH SCHOOL AND OTHER PARTICIPATING SCHOOL DISTRICTS

Specification and bid proposal forms are available from May 8, 2019 through May 22, 2019

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 “BREAD AND ROLLS” and received at the French River Education Center, Inc., 672 Main Street, North Oxford, MA not later than 2:00 p.m. on May 22, 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 and Contract**

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.

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 22, 2019, at which time all bids will be publicly opened and read. It should be clearly marked on the outside: "BREAD AND ROLLS". All bids must include a non-collusion form, tax compliance certificate, bid pricing form, and nutrition analysis.

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

**Vendor form must be typed and completed in EXCEL. Vendor codes must be entered for all items. Sealed bids including vendor pricing form must be submitted in two forms; hard copy and on electronic media (CD or zip 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.**

**Vendors must include a W-9 form with bid response.**

**Vendors must include a Certificate of Authority with bid response (sample included in this RFP).**

## 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.

## **2.2 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 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 21, 2019. Questions may be emailed (abossolt@frec.org), mailed, telephoned (508) 987-0219, extension 103 or faxed (508) 987-1396. Responses will be sent 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 "Bread and Rolls" 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 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 (1) year beginning July 1, 2019 through June 30, 2020. Bid price is to include all charges related to this purchase. No additional cost will be paid for delivery.

**This RFP is for a bid of one year in length, July 1, 2019 through June 30, 2020. The participating districts include the option to extend the contract for ONE year, with**

**no change in pricing, based on submitted prices. The decision to extend the contract lies solely with the participating districts.**

## **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 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.

## **2.9 Purchase Description**

The participating school districts solicit bids to furnish and deliver BREAD AND ROLLS to the locations specified.

All loaves of bread and all rolls shall be securely packaged in appropriate wrapping and made from enriched flour as specified by the enrichment standards of the Commonwealth of Massachusetts. All bidders must state and identify the product offered and must submit with their bids complete specifications and nutrition analysis. Vendors should make every effort possible to offer bid items that correspond to the enhanced federal and state nutrition standards. All bidders must comply with the Massachusetts Department of Public Health Rules and Regulations relative to bakeries and bakery products.

**Buy American Provision Requirements:** School food authorities are required to purchase, to the maximum extent practicable, domestic commodity or product. Domestic commodity or product is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21 (d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

**Implementing the Buy American provision:** The Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture. SFAs are reminded that when funds are used from the nonprofit food service account, procurement transactions for food products on the commercial market must comply with the Buy American provision, whether food products are purchased by SFAs or entities that are purchasing on their behalf.

**Limited exceptions:** There are limited exceptions to the Buy American provision which allows for the purchase of products not meeting the “domestic” standard as described above (non domestic) in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non domestic food products should be considered. For example, SFAs should ask:

- Are there other domestic sources for this product?
- Is there a domestic product that could be easily substituted, if the non domestic product is less expensive?
- Am I soliciting bids for this product at the best time of year? If I contracted earlier or later, would prices and/or availability change?

Although exceptions to the Buy American provision exist, they are to be used as a last resort. These exceptions, as originally outlined in the 2012 guidance, are:

- The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non domestic product.

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 requests from participating schools will indicate quantities of specific items to be delivered to school locations within each district.

Reference to a brand name in the specifications shall require the acceptance by the participating districts of an equal or better brand. “Or Equal” items must be equivalent in quality, quantity and nutrient content (if applicable) to the brand specified. Items not marked on the Vendor Bid Form as being equivalents shall be evaluated as being the brand name item specified and will be ordered, as same, if an award is made. The participating districts will be the sole judge as to the fitness of an equivalent item. Samples may be requested.

**Product formulas should remain the same for the duration of the bid. Should changes unexpectedly occur, bid participants must be notified of changes in product formulation and reserve the right to not order that specific bid item if change is unacceptable.**

### **3.0 Rule of Award**

The contract will be awarded to the responsive and responsible bidder with the lowest total cost. It is the intent of the French River Purchasing Cooperative to award this contract to one vendor.

**This RFP is for a bid of one year in length, July 1, 2019 through June 30, 2020. The participating districts include the option to extend the contract for ONE year, with**

**no change in pricing, based on submitted prices. The decision to extend the contract lies solely with the participating districts. The contract will be awarded to the lowest bidder for the first year of the contract.**

Bids must be submitted on the Bid Award Form.

The winning vendor must submit to each participating district and French River Education Center an electronic copy of the nutrition analysis by August 2, 2019.

#### **4.0 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. Duplicate invoices are to be left with each delivery and monthly billing must be received in the offices of the superintendents in a timely manner.

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

#### **5.0 Termination of Contract**

The Vendor agrees that if it is determined at any time that the Vendor has substantially violated any of the provisions of the Contract, the School System may terminate this contract at any time.

**Regulations included in Appendix II to 2 CPR 200/7 CFR 3019.48** – pertaining to Termination for Cause and for Convenience, Equal Employment opportunity, Contract Work Hours/Safety Standards Act, Debarment and Suspension and Byrd Anti-Lobbying Amendment are included as part of this RFP.

#### **6.0 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 6.0).**

**SAMPLE CONTRACT  
BREAD AND ROLLS**

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 11th day of June 2019, between the French River Education Center Purchasing Cooperative, and [company], a corporation having a usual place of business at \_\_\_\_\_ (the “Contractor”).

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

This RFP is for a bid of one year in length, July 1, 2019 through June 30, 2020. The participating districts include the option to extend the contract for one year, with no change in pricing, based on submitted prices. The decision to extend the contract lies solely with the participating districts. The contract will be awarded to the lowest bidder for the first year of the contract.

WHEREAS, the Contractor submitted a bid for the product 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. Product acceptance is “as bid”. Any substitutions will be allowed only by prior approval of the participating group.

When a substitution is made, the substituted product must be of equal quality and provided at the same price as the original bid item.

**B. Purchase Description**



All bidders must state and identify the product offered and must submit with their bids complete specifications and descriptive literature. All bidders must comply with the Massachusetts Department of Public Health Rules and Regulations. All bidders must include a nutritional analysis on each item for which a bid is submitted. Bids without this information may not be considered. With new federal and state nutrition mandates, vendors should make every effort possible to offer bid items that correspond to the existing and proposed nutrition standards.

**Buy American Provision Requirements:** School food authorities are required to purchase, to the maximum extent practicable, domestic commodity or product. Domestic commodity or product is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21 (d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

**Implementing the Buy American provision:** The Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture. SFAs are reminded that when funds are used from the nonprofit food service account, procurement transactions for food products on the commercial market must comply with the Buy American provision, whether food products are purchased by SFAs or entities that are purchasing on their behalf.

**Limited exceptions:** There are limited exceptions to the Buy American provision which allows for the purchase of products not meeting the “domestic” standard as described above (non domestic) in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non domestic food products should be considered. For example, SFAs should ask:

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- The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality; or

- Competitive bids reveal the costs of a U.S. product are significantly higher than the non domestic product.

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 requests from participating schools will indicate quantities of specific items to be delivered to school locations within each district.

### **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. Duplicate invoices are to be left with each delivery and monthly billing must be received in the offices of the superintendents in a timely manner.

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

### **D. Pricing**

All bid prices submitted in response to this IFB must remain firm for one (1) year beginning July 1, 2019 through June 30, 2020. Bid price to include all charges related to this purchase. No additional cost will be paid for delivery.

The participating districts include the option to extend the contract for one year, with no change in pricing, based on submitted prices.

### **E. Termination**

The Vendor agrees that if it is determined at any time that the Vendor has substantially violated any of the provisions of the Contract, the School System may terminate this contract at any time.

**Regulations included in Appendix II to 2 CPR 200/7 CFR 3019.48** – pertaining to Termination for Cause and for Convenience, Equal Employment opportunity, Contract Work Hours/Safety Standards Act, Debarment and Suspension and Byrd Anti-Lobbying Amendment are included as part of this RFP.

### **F. Incorporated by Reference**

The Non – Collusion form, Tax Compliance Certificate, Bid Pricing Form, Nutrition Analysis 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: \_\_\_\_\_

By: \_\_\_\_\_

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

\_\_\_\_\_  
Contractor:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **7.0 Delivery Requirements**

Deliveries must be made to all school cafeterias between 7:00 A.M. and 8:00 A.M. and in accordance with the instructions of the cafeteria managers. Inside delivery shall be made in accordance with the following locations.

### **BAY PATH REGIONAL VOCATIONAL HIGH SCHOOL**

Bay Path Regional Vocational High School, 57 Mugget Hill Rd., Charlton, MA

### **SOUTHBRIDGE**

Southbridge Middle/High School, 132 Torrey Rd., Southbridge, MA

West Street School, 156 West St., Southbridge, MA

Charlton Street School, 220 Charlton St., Southbridge, MA

Eastford Road School, 120 Eastford Rd., Southbridge, MA

### **OXFORD**

Oxford High School, 100 Carbuncle Dr., Oxford, MA

### **WEBSTER**

Bartlett High School, 52 Lake Parkway, Webster, MA

Webster Middle School, 75 Poland St., Webster, MA

Park Ave Elementary, 58 Park Ave., Webster, MA

### **NARRAGANSETT REGIONAL**

Narragansett Regional, 460 Baldwinville Rd., Baldwinville, MA

### **TANTASQUA REGIONAL**

Tantasqua Regional JSHS, 319 and 320 Brookfield Rd., Fiskdale, MA

### **NORTH BROOKFIELD**

North Brookfield Elementary, 10 New School Dr., N. Brookfield

North Brookfield Middle/High School, 10 New School Dr., N. Brookfield

### **MILLBURY PUBLIC SCHOOLS**

Millbury High School, 12 Martin St., Millbury, MA

Elmwood Street School, 40 Elmwood St., Millbury, MA

Raymond Shaw School, 58 Millbury St., Millbury, MA

## **8.0 Tax Compliance Certification Form**

## TAX COMPLIANCE CERTIFICATION

## BREAD AND ROLLS

OXFORD, SOUTHBRIDGE, WEBSTER, TANTASQUA REGIONAL,  
NARRAGANSETT REGIONAL, MILLBURY, NORTH BROOKFIELD, BAY PATH  
REGIONAL VOCATIONAL HIGH SCHOOL AND OTHER PARTICIPATING  
SCHOOL 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.

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Signature of Individual or Corporate Name

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Corporate Officer (if applicable)

---

Social Security or Federal Identification Number

---

Date

**9.0 Non-Collusion Form**

## NON-COLLUSION FORM

## BREAD AND ROLLS

OXFORD, SOUTHBRIDGE, WEBSTER, TANTASQUA REGIONAL,  
NARRAGANSETT REGIONAL, MILLBURY, NORTH BROOKFIELD, BAY PATH  
REGIONAL VOCATIONAL HIGH SCHOOL AND OTHER PARTICIPATING  
SCHOOL 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.

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Signature of Person Submitting Bid or Proposal

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Name

## 10.0 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

Email address: \_\_\_\_\_

---

## 11. Ordering Information Form

---

Company Name

---

Street

City

State

Zip

---

Phone number for **ORDERS**

---

Fax number for **ORDERS**

---

Email for **ORDERS**



**12.0 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	_____
Nutrition Analysis	_____
W9 Form	_____
Certificate of Authority	_____