

1.0 PUBLIC NOTICE

PUBLIC NOTICE

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

CUSTODIAL SUPPLIES: Auburn, Dudley/Charlton Regional, Blackstone-Millville Regional, Millbury, Oxford, Sutton, Webster and other participating Districts.

Specification and bid proposal forms are available from May 6, 2019 to May 20, 2019 at:

French River Education Center, Inc.
674 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 "CUSTODIAL 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 20, 2019, at which time and place bids will be publicly opened and read. Faxed 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 20, 2019, at which time all bids will be publicly opened and read. Bids should be clearly marked on the outside: "CUSTODIAL SUPPLIES BID". All bids must include a non-collusion form, tax compliance certificate, bid pricing form, vendor form, ordering information form and Materials Safety Data Sheet (if required).

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 including the Vendor Form must be included in sealed bid submission and may not be sent after bid opening.

Materials Safety Data Sheet (if required for a bid item) must also be submitted on electronic media (CD or USB drive) clearly marked with bid item number in named file. This may be sent separately but must be received by 12:15 P.M. - June 3, 2019.

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 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 18, 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 "Custodial Supplies" the original IFB.

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: _____ AFFIX CORPORATE SEAL HERE
(Signature of **Clerk or Secretary**)*

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.

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 nine (9) months from date of award. Award meeting for this bid is set for June 6, 2019. Bid price to include all charges related to this purchase. No additional cost will be paid for delivery.

The successful bidders must accept a Purchase Order.

Districts may issue Purchase Orders for delivery to more than one school. Multiple drops may not incur additional cost.

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

All bidders must state and identify the product offered and must submit with their bids complete specifications and descriptive literature. Bids must be submitted on the enclosed vendor form.

ALL PRICES MUST BE IN WHOLE DOLLARS AND CENTS (1.547 IS NOT ACCEPTABLE).

The following columns on the Bid Pricing Form are defined here:

Requested Unit Amount – The districts bid request assumes this quantity in a package.
For Example: CASE/12

Unit Amount Bid – If the bidder's standard package differs from the **Requested Unit Amount**, the bidder's quantity (per package, box, etc...) should be listed here.
For Example: If the **Requested Unit Amount** is CASE/12 and the bidder sells this item only in quantities of CASE/6 the bidder should list CASE/6 in the **Unit Amount Bid** column. If the bidder's quantity is the same as in the **Requested Unit Amount**, no entry should be made in the **Unit Amount Bid** column.

Bid Volume – If the product being bid is sold in measurements such as ounces, quarts, and gallons you must put the amount in this column.

For Example, if each can of Air Freshener Spray is 24 oz. Then:

<u>Description</u>	<u>Bid Volume</u>
Air Fresher, Spray	24 oz.

Bid Price – The bidder should list its bid for one box or package as sold by the bidder. Two examples follow:

1. If the bidder sells in CASE/12 quantities, then the bid should show:

<u>Requested Unit Amount</u>	<u>Unit Amount Bid</u>	<u>Qty</u>	<u>Bid Price</u>
Case/12	BLANK	6	\$5.00

2. The bidder sells 6/CASE and will sell a case of six for \$2.50 each. In this case, the district will buy 12 BOXES at \$2.50/BOX.

<u>Requested Unit Amount</u>	<u>Unit Amount Bid</u>	<u>Qty</u>	<u>Bid Price</u>
CASE/12	CASE/6	6	\$2.50

Description – The bidder should list the brand name and stock number. This will facilitate comparative evaluation and ordering. A sample must be provided if indicated on the vendor form.

All vendors submitting bids are required to provide, as part of their bid for analysis by the school district, a Material Safety Data Sheet for each chemical containing product that is bid. The product name in the bid must be clearly referenced to a Material Data

Sheet. Chemical containing products that do not have an accompanying Material Safety Data Sheet will not be considered for bid award.

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. Districts will attempt to adjust its purchase to fit the packaging sizes used by the bidder.

3.0 Rule of Award

The contract will be awarded to the responsive and responsible bidder or bidders with the lowest unit prices for each item. The contract will be awarded on an item by item basis.

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. At the discretion of the districts, invoices may not be paid until orders are complete.

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.

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 CUSTODIAL 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 6, 2019, between the French River Education Center Purchasing Cooperative, and [company], a corporation having a usual place of business at _____ (the "Contractor").

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

The bidder should list the brand name and stock number.

All vendors submitting bids are required to provide, as part of their bid for analysis by the school district, a Material Safety Data Sheet for each chemical containing product that is bid. The product name in the bid must be clearly referenced to a Material Data Sheet. Chemical containing products that do not have an accompanying Material Safety Data Sheet will not be considered for bid award.

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. At the discretion of the districts, invoices may not be paid until orders are complete.

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 nine (9) months from date of award. Award meeting for this bid is set for June 6, 2019. Bid price to include all charges related to this purchase. No additional cost will be paid for delivery.

Districts may issue Purchase Orders for delivery to more than one school. Multiple drops may not incur additional cost.

E. Termination

If, through any cause, the Vendor shall fail to fulfill in a timely or proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of the Contract, the Customer shall have the right to immediately terminate this Contract upon written notice to the Vendor of such termination and specifying the effective date of termination. Any damage incurred through any default, shall be a charge against any amounts due from the Customer to the Vendor.

F. 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: _____

By: _____

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

Contractor:

Date: _____

7.0 Delivery Requirements

The participating schools solicit bids to furnish and deliver CUSTODIAL SUPPLIES to the locations specified. Districts have the option to place orders prior to July 1, 2019 and to expect delivery by July 12, 2019.

Delivery must be made direct to schools and placed at a point within as directed at the time of delivery. Deliveries shall be made at a time mutually acceptable to the vendor and the participating school. All material and supplies must be securely packed, adequately marked as to contents and order number, and delivered without breakage in such units as are specified. Failure to deliver products within thirty (30) days of mailing purchase order may result in termination of contract. If this occurs, payment will be made on items received. Outstanding items may be ordered elsewhere.

Districts may issue Purchase Orders for delivery to more than one school. Multiple drops may not incur additional cost.

8.0 Tax Compliance Certification Form

TAX COMPLIANCE CERTIFICATION

CUSTODIAL SUPPLIES

CUSTODIAL SUPPLIES: Auburn, Dudley/Charlton Regional, Blackstone-Millville Regional, Millbury, Oxford, Sutton, Webster 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

9.0 Non-Collusion Form**CUSTODIAL SUPPLIES**

CUSTODIAL SUPPLIES: Auburn, Dudley/Charlton Regional, Blackstone-Millville Regional, Millbury, Oxford, Sutton, Webster 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

10.0 Bid Pricing Form**Bid will be awarded to multiple vendors.**

Please use the following 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 Custodial Supplies bid proposal.

Signature of Authorized Person

Date

Printed Name of Authorized Person

Telephone

Firm's Name

Fax

Street

City

State

Email address

11.0 Ordering Information Form

CUSTODIAL SUPPLIES

Company Name

Street

City

State

Zip

Phone number for **ORDERS**

Fax number for **ORDERS**

12.0 Checklist Form**CUSTODIAL SUPPLIES****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	_____
Vendor Form	_____
Ordering Information Form	_____
MSDS (Material Safety Data Sheets)	_____
Certificate of Authority	_____
W9	_____