

1.0 PUBLIC NOTICE

PUBLIC NOTICE

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

MILK AND DAIRY PRODUCTS: TANTASQUA REGIONAL, MILLBURY, SOUTHBRIDGE, N. BROOKFIELD, WEBSTER, DUDLEY-CHARLTON REGIONAL, BAY PATH REGIONAL VOCATIONAL, OXFORD, NARRAGANSETT REGIONAL, AND OTHER PARTICIPATING SCHOOL DISTRICTS

Specification and bid proposal forms are available from May 14, 2019 through May 28, 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 "MILK AND DAIRY PRODUCTS" and received at the French River Education Center, Inc., 672 Main Street, North Oxford, MA not later than 2:00 p.m. on May 28, 2019 at which time and place bids will be publicly opened and read. Faxed bids will not be accepted.

The contract(s) will be awarded to the responsive and responsible bidder or bidders with the lowest total cost for each item requested. This may result in the contract(s) being awarded to multiple bidders based on the lowest total cost indicated for each item.

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 28, 2019, at which time all bids will be publicly opened and read. Bids should be clearly marked on the outside: "MILK AND DAIRY PRODUCTS BID". All bids must include a non-collusion form, tax compliance certificate, bid pricing form, W9, Certificate of Authority 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.

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 24, 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 “Milk and Dairy Products 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 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 to include all charges related to this purchase. No additional cost will be paid for delivery.

Vendors must submit prices in two categories; unit/case price with cooler provided by vendor and unit/case price without cooler provided by vendor.

Bid pricing is based on a two day per week delivery.

A school district may have both schools with coolers and schools without coolers. Billing must be specific to each school within each category.

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 Performance Bond/Required Documents

An INSURED PERFORMANCE BOND, in the amount of 10% of the total bid price shall be required of the successful bidder at no cost to the school departments, guaranteeing all conditions of the specifications. The bond must be in the owner's possession prior to the inception date of the contract. The performance bond should list the following as the Obligee, "Participating School Districts of the French River Purchasing Cooperative". Performance bond must be received at French River Education Center within forty-five (45) days of award.

Vendors must submit a W9 and Certificate of Authority with bid response. Sample Certificate of Authority is included for reference.

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.

2.9 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. Replacement will be expected.

Dates on delivered milk should extend through next scheduled delivery date.

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.

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.

Any substitutions must be offered at the bid price.

3.0 Purchase Description

The participating school districts solicit bids to furnish and deliver MILK AND DAIRY PRODUCTS to the locations specified.

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 breakdown 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:

- 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.

4.0 Rule of Award

The contract(s) will be awarded to the responsive and responsible bidder or bidders with the lowest total cost for each item requested. This may result in the contract(s) being awarded to multiple bidders based on the lowest total cost indicated for each item.

Bids must be submitted on the Bid Award Form.

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.

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. Duplicate invoices are to be left with each delivery and monthly billing should 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.

6.0 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.

7.0 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 7.0).

SAMPLE CONTRACT MILK AND DAIRY PRODUCTS

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 Milk and Dairy Products 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 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:

- 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?

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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 should 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.

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: _____

8.0 Delivery Requirements

Deliveries must be made to school cafeterias and placed in the coolers by the bidder so as to insure proper storage. The supplier must arrange for in-school delivery in accordance with the instructions and time requirements of the principal or cafeteria manager of the school. No delivery shall be made on days when there is no school. Delivery will be made on a two day per week schedule to be arranged by vendor and school district.

Please submit emergency delivery policy with this bid.

Locations: Bartlett High School, 52 Lake Parkway, Webster, MA
 Webster Middle School, 75 Poland St., Webster, MA
 Park Ave. Elementary, 58 Park Ave., Webster, MA

Oxford High School, 100 Carbuncle Rd., Oxford, MA
 Oxford Middle School, 497 Main St., Oxford, MA
 Clara Barton School, 25 Depot Rd., N. Oxford, MA
 Chaffee School, 9 Clover St., Oxford, MA

Wales Elementary, 41 Main St., Wales, MA
 Brookfield Elementary, 37 Central St., Brookfield, MA
 Holland Elementary, 28 Sturbridge Rd., Holland, MA
 Brimfield Elementary, 22 Wales Rd., Brimfield, MA

Bay Path Regional, 57 Mugget Hill Rd., Charlton, MA

Southbridge Middle/High, 132 Torrey Rd., Southbridge, MA
 West St.School, 156 West St., Southbridge, MA
 Charlton St. School, 220 Charlton St., Southbridge, MA
 Eastford Rd. School, 120 Eastford Rd., Southbridge, MA
 Head Start, 25 Cole Ave., Southbridge, MA

Shepherd Hill RHS, 68 Dudley Oxford Rd, Dudley, MA
 Dudley Middle School, 70 Dudley Oxford Rd., Dudley, MA
 Charlton Middle School, 2 Oxford Rd., Charlton, MA
 Dudley Elementary, 16 School St., Dudley, MA
 Mason Road School, 20 Mason Rd., Dudley, MA
 Charlton Elementary, 9 Burlingame Rd., Charlton, MA
 Heritage School, 34 Oxford Rd., Charlton, MA

N. Brookfield Elementary, New School Dr., N. Brookfield, MA
 N. Brookfield HS, New School Dr., N. Brookfield, MA

Narragansett Middle School, 460 Baldwinville Rd., Baldwinville, MA
Baldwinville Elementary School, 16 School St., Baldwinville, MA
Phillipston Memorial School, 20 The Common, Phillipston, MA

Elmwood Street School, 40 Elmwood St., Millbury, MA
Shaw Elementary School, 58 Elmwood St., Millbury, MA
Millbury Jr/Sr High School, 12 Martin St., Millbury, MA

The successful bidder shall be required to supply and furnish coolers that are clean, with acceptable appearance and are capable of being locked during the 2019-2020 school year, where needed, and shall also be required to perform necessary maintenance, if needed, on the above coolers during the term of the contract at no cost to the school department. Coolers must be in place and operational by August 13, 2019.

Upon delivery of coolers, the vendor must make available a contract in duplicate stating the serial number of the unit(s) to be signed by an authorized representative of the school vendor.

Twenty-one (21) coolers must be delivered to the following school districts:

Narragansett (2)
Southbridge (7) Seven plus dispenser for 5 gallon
Bay Path Regional (4) Four
North Brookfield (2) Two
Webster (6) Six

9.0 Tax Compliance Certification Form

TAX COMPLIANCE CERTIFICATION

MILK AND DAIRY PRODUCTS

TANTASQUA REGIONAL, MILLBURY, SOUTHBRIDGE, N. BROOKFIELD, WEBSTER, DUDLEY-CHARLTON REGIONAL, BAY PATH REGIONAL VOCATIONAL, OXFORD, NARRAGANSETT REGIONAL, 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.

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

MILK AND DAIRY PRODUCTS

TANTASQUA REGIONAL, MILLBURY, SOUTHBRIDGE, N. BROOKFIELD, WEBSTER, DUDLEY-CHARLTON REGIONAL, BAY PATH REGIONAL VOCATIONAL, OXFORD, NARRAGANSETT REGIONAL, 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.

Signature of Person Submitting Bid or Proposal

Name

11.0 Bid Pricing Form

Bid may be awarded to multiple vendors.

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

Distributor

Contact Person

Address

Telephone

Email address

12.0 Ordering Information Form

Company Name

Street

City

State

Zip

Phone number for **ORDERS**

Fax number for **ORDERS**

Email 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	_____
Nutrition Analysis	_____
W9 Form	_____
Certificate of Authority	_____