

1.0 PUBLIC NOTICE

PUBLIC NOTICE

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

NON-FOOD CAFETERIA SUPPLIES: OXFORD, SOUTHBRIDGE, TANTASQUA REGIONAL, BAY PATH REGIONAL VOCATIONAL, WEBSTER, MILLBURY, NORTH BROOKFIELD SCHOOL AND OTHER PARTICIPATING DISTRICTS.

Specification and bid proposal forms are available from May 8, 2019 through May 22, 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 “NON-FOOD CAFETERIA 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 22, 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 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. Bids should be clearly marked on the outside: "NON-FOOD CAFETERIA SUPPLIES BID". All bids must include a non-collusion form, tax compliance certificate and bid pricing form.

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 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 "Non-Food Cafeteria Supplies" 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.

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

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.

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.

3.0 Purchase Description

The participating schools solicit bids to furnish and deliver NON-FOOD CAFETERIA SUPPLIES to the locations specified.

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

4.0 Rule of Award/Required Documents

A contract will be awarded to the responsive and responsible bidder offering the lowest unit price for each item. Award may be made to one vendor or multiple vendors.

This RFP is for a bid of one year in length, July 1, 2019 through June 30, 2020.

Pricing for bids must be submitted on the Vendor Product Pricing Form. SAMPLES must be sent where indicated and delivered to French River, 672 Main Street, North Oxford, MA prior to award meeting of June 11, 2019 at 1:30 PM.

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.

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 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.

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.

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 NON FOOD CAFETERIA 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 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 Non Food Cafeteria 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 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 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.

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.

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
French River Education Center
672 Main St., PO 476
N. Oxford, MA 01537

Contractor:

Date: _____

Date: _____

8.0 Delivery Requirements

All deliveries must be made to the specified school locations upon monthly requests by the Food Service Director. The supplier must arrange for in-school delivery in accordance with the instructions of the principal or cafeteria manager of the school. No delivery shall be made on days when there is no school. **Inside delivery shall be made in accordance with the following locations. Every attempt must be made to deliver complete orders.**

OXFORD

Oxford High School, 495 Main Street, Oxford, MA
 Oxford Middle School, 497 Main Street, Oxford, MA
 Clara Barton School, 25 Depot Road, Oxford, MA
 A.M. Chaffee School, 9 Clover Street, Oxford, MA

SOUTHBRIDGE

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

SOUTHERN WORCESTER COUNTY REGIONAL VOCATIONAL

Bay Path Vocational School, Muggett Hill Road, Charlton, MA

TANTASQUA REGIONAL

Burgess Elementary School, 45 Burgess School Rd., Sturbridge, MA

NORTH BROOKFIELD

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

MILLBURY PUBLIC SCHOOLS

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

9.0 Tax Compliance Certification Form

TAX COMPLIANCE CERTIFICATION

NON-FOOD CAFETERIA SUPPLIES

OXFORD, SOUTHBRIDGE, TANTASQUA REGIONAL, BAY PATH REGIONAL VOCATIONAL, WEBSTER, MILLBURY, NORTH BROOKFIELD SCHOOL 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

NON-COLLUSION FORM

NON-FOOD CAFETERIA SUPPLIES

OXFORD, SOUTHBRIDGE, TANTASQUA REGIONAL, BAY PATH REGIONAL VOCATIONAL, WEBSTER, MILLBURY, NORTH BROOKFIELD SCHOOL 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

Bid will be awarded to one vendor.

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 bid proposal.

_____		_____
Signature of Authorized Person		Date
_____		_____
Printed Name of Authorized Person		Telephone
_____		_____
Firm's Name		Fax

Street	City	State

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	_____
W9 Form	_____
Certificate of Authority	_____