

1.0 PUBLIC NOTICE**PUBLIC NOTICE**

The School Committees from the following schools hereby invite sealed bids for the 2023 – 2024 school year:

ATHLETIC SUPPLIES: Auburn, Bay Path Regional Vocational, Dudley/Charlton Regional, Millbury, Oxford, Quabbin Regional, Wachusett Regional and other participating school districts

Specification and bid proposal forms are available from April 3, 2023 through May 3, 2023

672 Main Street, P.O. Box 476
North Oxford, MA 01537
(508) 987-0219

The enclosed bid documents will be available April 3, 2023 on the French River Education Center website for download – www.frec.org – click Purchasing Cooperative – click Bid Documents.

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 1:00 p.m. on May 3, 2023**, 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.

French River Education Center, Inc.
on behalf of the above listed school districts

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 are 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 1:00 p.m. May 3, 2023, 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, bid pricing form, W9 form, Certificate of Authority, and Lobbying document.

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 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.

- Vendors must include a W-9 form with bid response.
- Vendors must include a Certificate of Authority with bid response (sample included in this IFB).
- Vendors must include Lobbying document with bid response (sample included in this IFB).
- Minority, Small Business, Woman Owned Businesses are invited to respond to this 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

(insert **name** from line 2)

the

(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.

ATHLETIC SUPPLES BID
FY 2023-2024

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Name (Please Print)

Signature of Authorized Representative

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 Paul Neslusan before 4:00 p.m. April 24, 2023. Questions may be emailed (neslusan@frec.org), telephoned (508) 987-0219, extension 100 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 "**ATHLETIC 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 will remain in effect for one year following the bid award on May 24, 2023. Ninety percent (90%) of items will be ordered within ninety (90) days of bid opening. Bid price to include all charges related to this purchase. **No additional costs will be paid for delivery – this includes, but not limited to, any related shipping or fuel charges.**

A Force Majeure can only be declared by the office of the Attorney General of the Commonwealth of Massachusetts. The Mass Department of Education cannot make this designation. Vendors cannot unilaterally change pricing for the duration of the bid.

School district responsibility is to have purchase orders to companies within 7 weeks of bid award.

Deliveries must be made by:

Fall Sports Equipment – delivery by 08/04/2023

Winter Sports Equipment – delivery by 11/03/2023

Spring Sports Equipment – delivery by 03/01/2024

Participating districts reserve the right to cancel purchase orders if delivery timeline is not met.

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, the bid opening will be postponed until 12:30 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. 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.

School districts must be given thirty (30) days’ notice if a product is going to “unavailable status” and substitution for unavailable item must be of equal or greater quality and supplied at original bid price.

2.9 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.

NOTE: Remanufactured/Recycled/Refilled items will not be considered.

3.0 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.

After-award bid documents will be available for review and download on the French River Education Center website at www.frec.org – click Purchasing Cooperative – click Bid Documents.

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.

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

If the Awarded Contractor cannot comply with the terms and conditions in fulfilling its Contract as anticipated, the Awarded Contractor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the vendor's contract may be terminated for cause as provided by the remainder of this section.

Except as otherwise provided within this document, this Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract will include, but are not limited to:

- (1) the Awarded Contractor's failure to adhere to any of the provisions of the General Specifications of this IFB,
- (2) the Awarded Contractor delivering any product(s) that fail to meet the Item Specifications included in this IFB relating to the awarded product(s),
- (3) the Awarded Contractor delivering any substitution(s) of product(s) different than those originally proposed and awarded without prior written approval,
- (4) the Awarded Contractor's failure to meet the required delivery schedules as identified in the contract documents, or
- (5) the Awarded Contractor's violation of any other provision contained within these General Specifications or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the Awarded Contractor's breach of any provision in this contract, the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of its members. Any Contract termination may be deemed valid reason for not considering a future bid from the defaulting vendor. In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

The right to terminate this contract at its sole discretion on seven calendar days' notice when in the best interest by providing notice to the Awarded Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Awarded Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Awarded Contractor. Upon termination without cause, the Awarded Contractor will be paid for goods and services to the date of termination.

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 IFP.

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1976-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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 08/04/2023

Winter Sports Equipment – delivery by 11/03/2023

Spring Sports Equipment – delivery by 03/01/2024

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

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 ATHLETIC SUPPLIES

[PURCHASER]

AGREEMENT

AGREEMENT made this May 24, 2023, between the [purchaser], and [company], having a usual place of business at [location] (the "Contractor").

WHEREAS, the [purchaser] 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, FY24.

WHEREAS, the Contractor submitted a bid for the product(s) sought by the [purchaser], 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 [purchaser] 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.

School districts must be given thirty (30) days' notice if a product is going to "unavailable status" and substitution for unavailable item must be of equal or greater quality and supplied at original bid price.

B. Purchase Description

All bidders must state and identify the product offered. 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.

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, 2023.

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 will remain in effect for one year following the bid award on June 10, 2022. Ninety percent (90%) of items will be ordered within ninety (90) days of bid opening. Bid price to include all charges related to this purchase. No additional cost will be paid for delivery.

Deliveries must be made by:

Fall Sports Equipment – delivery by 08/04/2023

Winter Sports Equipment – delivery by 11/03/2023

Spring Sports Equipment – delivery by 03/01/2024

School district responsibility is to have purchase orders to companies within 7 weeks of bid award.

E. Certification of Responsibilities

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

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 08/04/2023
- Winter Sports Equipment – delivery by 11/03/2023
- Spring Sports Equipment – delivery by 03/01/2024

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, Lobbying document and the Request for Bids and addenda, if any, are hereby incorporated into this contract.

IN WITNESS WHEREOF, the [purchaser], and [company] have duly executed this Contract, and a duplicate thereof, on the day and year first above written.

By: [name]

By: [name]

[purchaser]

Company: [company name]

Date: [date]

8.0 Tax Compliance Certification Form

TAX COMPLIANCE CERTIFICATION

ATHLETIC SUPPLIES

ATHLETIC SUPPLIES: Auburn, Bay Path Regional Vocational, Dudley/Charlton Regional, Millbury, Oxford, Quabbin Regional, Wachusett 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

9.0 Non-Collusion Form

NON-COLLUSION FORM

ATHLETIC SUPPLIES

ATHLETIC SUPPLIES: Auburn, Bay Path Regional Vocational, Dudley/Charlton Regional, Millbury, Oxford, Quabbin Regional, Wachusett 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

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: _____

11.0 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	_____
W9 Form	_____
Certificate of Authority	_____
Lobbying Document	_____
Ordering Information Form	_____