

1.0 PUBLIC NOTICE

PUBLIC NOTICE

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

MILK AND DAIRY PRODUCTS: BAY PATH REGIONAL VOCATIONAL, DUDLEY-CHARLTON REGIONAL, NARRAGANSETT REGIONAL, NORTH BROOKFIELD, OXFORD, QUABBIN REGIONAL, SOUTHBRIDGE, INDIVIDUAL SCHOOLS OF TANTASQUA REGIONAL, WEBSTER AND OTHER PARTICIPATING SCHOOL DISTRICTS

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

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 “**MILK AND DAIRY PRODUCTS**” and received at the French River Education Center, Inc., 672 Main Street, North Oxford, MA **not later than 1:30 p.m. on May 3, 2023** 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.

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 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 1:30 p.m. May 3, 2023, 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, nutrition analysis, W9, 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.

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 "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, 2023 through June 30, 2024. 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.

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

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.

MILK 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

2.9 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. 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.

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

3.0 Purchase Description

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

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.

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.

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.

Buy American Provision Requirements:

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools participating in the National School Breakfast and Lunch Programs in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or product for use in the meals served under these programs. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States.

"Substantially" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. These provisions apply to all funds in the food service account and not just federal reimbursements.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request.

To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 7 day (s) in advance of delivery. The request must include the:

- a) Alternative substitute (s) that are domestic and meet the required specifications:
 - i) Price of the domestic food alternative substitute (s); and
 - ii) Availability of the domestic alternative substitute (s) in relation to the quantity ordered.

- b) Reason for exception: limited/lack of availability or price (include price):
 - iii) Price of the domestic food product; and
 - iv) Price of the non-domestic product that meets the required specification of the domestic product.

4.0 Rule of Award

The contract(s) will be awarded to **one** responsive and responsible bidder with the lowest total cost.

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 3, 2023.

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.

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

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 (SFA) may terminate the vendor's contract 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 the prior written approval of (SFA),
- (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, (SFA) reserves 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.

(SFA) reserves the right to terminate this contract at its sole discretion on seven calendar days' notice when in the best interest of (SFA) 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 IFB.

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.

7.0 Sample Contract

The successful bidder(s) will be required to sign a contract with each SFA. Below is a sample contract.

SAMPLE CONTRACT MILK AND DAIRY PRODUCTS

NAME AND ADDRESS WITH CONTACT INFORMATION OF SFA

AGREEMENT

AGREEMENT made this 26th day of May 2023, between the [purchaser] and [company], a corporation having a usual place of business at [location] (the "Contractor").

WHEREAS, the town/school district 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, FY24;

WHEREAS, the Contractor submitted a bid for the products 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 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 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.

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, 2023 through June 30, 2024. Bid price to include all charges related to this purchase. No additional cost will be paid for delivery.

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. Incorporated by Reference

The Non – Collusion form, Tax Compliance Certificate, Bid Pricing Form, Nutrition Analysis and the Invitation for Bids and addenda, if any, are hereby incorporated into this contract.

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

By: _____

By: _____

SFA information

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.

Vendors should confirm all delivery locations prior to the first delivery as the following locations might change before/during the school year...

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
 Head Start, 116 Park Avenue, Webster, MA
 St Louis School, 56 Negus Street, Webster, MA

Oxford High School, 100 Carbuncle Rd., Oxford, MA
 Oxford Middle School, 495 Main St., Oxford, MA
 Clara Barton School, 25 Depot Rd., N. Oxford, MA
 Chaffee School, 9 Clover St., Oxford, MA

Burgess Elementary School, 45 Burgess School Road, Sturbridge, MA 01566
 Brimfield Elementary School, 22 Wales Road, Brimfield, MA 01010
 Brookfield Elementary School, 37 Central Street, Brookfield, MA 01506
 Holland Elementary School, 28 Sturbridge Road, Holland, MA 01521
 Wales Elementary School, 41 Main Street, Wales, MA 01081

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
 Templeton Elementary School, 17 South Rd., Templeton, MA

Quabbin Regional MS/HS, 800 South St., Barre, MA
Ruggles Lane Elementary, 105 Ruggles Lane, Barre, MA
Hubbardston Center School, 8 Elm St., Hubbardston, MA
Hardwick Elementary School, 76 School House Dr., Gilbertville, MA
Oakham Center School, Deacon Allen Dr., Oakham, MA
New Braintree Grade School, 15 Memorial Dr., New Braintree, MA

Brimfield Elementary School, 22 Wales Road, Brimfield, MA 01010
Brookfield Elementary School, 37 Central Street, Brookfield, MA 01506
Holland Elementary School, 28 Sturbridge Road, Holland, MA 01521
Wales Elementary School, 41 Main Street, Wales, MA 01081

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 2023-2024 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 20, 2023.

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.

Five (5) coolers must be delivered to the following school district: **Note: Please verify with each District listed in the bid the number of coolers needed as situations might change before the beginning of the school year...**

Webster (5) Five

9.0 Tax Compliance Certification Form

TAX COMPLIANCE CERTIFICATION

MILK AND DAIRY PRODUCTS

MILK AND DAIRY PRODUCTS: BAY PATH REGIONAL VOCATIONAL, DUDLEY-CHARLTON REGIONAL, NARRAGANSETT REGIONAL, NORTH BROOKFIELD, OXFORD, QUABBIN REGIONAL, SOUTHBRIDGE, INDIVIDUAL SCHOOLS OF TANTASQUA REGIONAL, WEBSTER 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

MILK AND DAIRY PRODUCTS: BAY PATH REGIONAL VOCATIONAL, DUDLEY-CHARLTON REGIONAL, NARRAGANSETT REGIONAL, NORTH BROOKFIELD, OXFORD, QUABBIN REGIONAL, SOUTHBRIDGE, INDIVIDUAL SCHOOLS OF TANTASQUA REGIONAL, WEBSTER 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

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	_____
Lobbying document	_____