

BEVERAGE BID SPECIFICATIONS - IFB 022/02-19/650

1. General

- 1.1. The Town of Andover MA. is serving as the lead district for this solicitation. After the bid has been awarded, the winning vendor shall execute a master contract with the lead district. The winning vendor may also be required, at each city or town's discretion, to sign contracts with each participating city or town.
- 1.2. For bids to be accepted by the town, vendors MUST register at the town of Andover's website, <http://www.andoverma.gov/bids>, and download the actual IFB from this site. The responsive bidder will return all attachments released by the MSBG as a part of this solicitation, as well as all required forms and documents required under Massachusetts 30B regulations. Bids will be considered unresponsive if all required documents are not included with the submission.
- 1.3. To be considered for the award, vendors must bid on ALL line items included on the Bid Worksheet. Only the items listed on the Beverage Bid Worksheet tab will be evaluated for the award. However, the group is also requesting pricing for all other beverages that comply with Massachusetts 105 CMR 225.000: NUTRITION STANDARDS FOR COMPETITIVE FOODS AND BEVERAGES IN PUBLIC SCHOOLS (The "A" list"). Enter these items on the Supplemental Item Pricing tab. The PDF Document "Massachusetts 105 CMR 225" is included with this solicitation as a reference.

For more information on the John Stalker A List, please visit:

<http://www.johnstalkerinstitute.org/alist/index.htm>

- 1.4. The vendor awarded the bid will deliver all bid and supplemental items at the contract price to all members of the Massachusetts School Buying Group taking part in this bid. A full listing of all participating districts has been provided as **Attachment 11**.
- 1.5. All entries and calculations submitted on this bid are considered by the MSBG to represent the intent of the bidder. The group WILL NOT allow changes to any entry due to an error on the part of the bidder at the time of the bid opening. If an error is discovered by the vendor awarded the bid subsequent to the bid opening, the bid in question may be withdrawn in its entirety or the bid price must be honored regardless of profit or loss to the distributor.
- 1.6. If a bid has been awarded and the vendor awarded the bid, for any reason withdraws the bid, a 30 day written notice of intent must be submitted to the group coordinator. The 30 day notice will begin on the date of receipt of the notice, and during this 30 day period all bid prices and specifications must be honored by the distributor. If a vendor, after having been awarded the bid, chooses to withdraw their bid, the vendor acknowledges that all of their bids may be eliminated from consideration for the next bid cycle.
- 1.7. The winning vendor is aware of the **Section 10 - Key Dates** below and will act accordingly.
- 1.8. The MSBG Coordinator has no authority over, and is not responsible for, membership changes that may occur during the term of this award.
- 1.9. The MSBG Coordinator is not responsible for, and has no control over, actual quantities purchased by individual school districts during the term of this award.

- 1.10. The winning vendor shall provide beverage coolers or vending machines, as requested by the individual districts. The numbers and type of cooler or machine will be determined by each district individually after the award. There shall be no additional charge, either direct or indirect for the use of the coolers.
- 1.11. Coolers and vending machine shall be in good repair and sanitary when delivered.
- 1.12. All coolers and vending machines will be in place prior to date listed in Section 10, Key Dates.

2. Bid term and pricing

- 2.1. This solicitation is seeking fixed pricing for the 2019-2020 and 2020-2021 school years, beginning July 1, 2019 and ending June 30, 2021.
- 2.2. The winning vendor may adjust pricing on any item in between school years, i.e. after June 30, 2020 and before September 1, 2020. This may be a price increase or a price decrease, based on market conditions, however no price may be increased by more than 5% between years. All price adjustment notices must be provided to the bid coordinator at least one week before the adjustment date.

3. Beverage bid worksheet

- 3.1. All projections are the best aggregate estimates of the individual districts, however there is no guarantee made that districts will actually purchase exactly these amounts. Variations may occur due to cost, student preference, menu changes and other factors.
- 3.2. Vendors must provide pricing on every line of the beverage bid in order to be considered responsive.
- 3.3. Please enter you company name on the Worksheet tab by double clicking on the tab itself.

Enter Company Name Here

- 3.4. For each item on the Beverage Bid worksheet sheet, please enter following (yellow columns):
 - **Brand and item to be provided** - enter the brand and item code in this cell.
 - **Actual Case Size** – the number of units in the case, i.e. “200”. If this is the same as the “Base Case Size” you may leave it blank. This will adjust the projection based on differences in pack size. This cell accepts numerical entries only.
 - **Price per Case** - enter the price per case, not the unit cost.
 - **Comment** – any notes or comments about the item.
- 3.5. Please enter any supplemental items on the Supplemental Items tab.
- 3.6. When the sheet is completed, please print it on legal size paper, landscape mode, and return it with your submission.

4. Buy American provision

- 4.1. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” 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 percent 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.
- 4.2. The vendor certifies with the submission of **Attachment 13** – Buy American Attestation that all items included in this proposal comply with the above definition of “domestic”.

5. Award Criteria

- 5.1. The bid will generally be awarded to a single responsive and responsible vendor for the 2019-2020 and 2020-2021 school years based on the aggregate bottom line total of the bid worksheet. However the MSBG reserves the right to reject any bid in part or in whole based on past performance of the vendor and/or the best interests of any or all of the members of the group.

6. Modification of Contract

- 6.1. As specified in USDA memo FD-144, Market Basket Analysis when Procuring Program Goods and Modifying Contracted-For Product Lists, there are occasions when the Program operator needs to purchase goods not included in its existing contract. If it is determined that purchases are needed on an ongoing basis, they may be added to an existing contract. The MSBG may request that items not included in the original contract be added at any point during the bid award. The value of these additions shall be limited to 20% of the estimated value of the contract award.
- 6.2. New districts may join the group at any time during this award. The winning vendor agrees to add these districts to the contract under the terms outlined in these specifications and provide them with contract pricing for the term of the award.

7. Product Recall

- 7.1. The vendor must, upon receipt of a recall notice from the manufacturer or government, notify the MSBG coordinator immediately by e-mail. Appropriate credit must be given for all recalled products.

8. Delivery

- 8.1. Delivery dates and times will be agreed upon by the district and the winning vendor by the date specified in the Key Dates section. Deliveries arriving outside times agreed upon may result in refusal of delivery or billing of distributor for excess labor charges.
- 8.2. All items will be delivered to an inside storage location acceptable to the receiver.
- 8.3. Districts are not required to accept any product that is visibly damaged or adulterated in any manner. The winning vendor shall replace any item received in unacceptable condition at no cost to the ordering facility in a timeframe acceptable to the district.
- 8.4. The highest minimum amount for delivery will be no more than \$100.00 per location.
- 8.5. Product must be delivered at the correct internal temperature (frozen 0 degrees, refrigerated 34-40 degrees, and dry goods at room temperature). All products are to have a sufficient code date for normal usage.
- 8.6. The vendor must provide full credit on and pickup of food incorrectly ordered or delivered by the next regular delivery. Full credit must be given, in a timely fashion, for foods that are discovered missing from the order, damaged, spoiled, adulterated, or expired.

9. Payment

- 9.1. Payment terms vary by district policy and will be agreed upon by the vendor and individual district.
- 9.2. Purchases made by the school districts are exempt from payment of federal excise taxes and any such taxes must not be included. Federal excise tax exemption certificates, if required, will be furnished by the school district on request. The school districts are further exempt from payment of Federal Transportation tax and the Commonwealth of Massachusetts sales tax.
- 9.3. There shall be no additional charges levied to any school or district for fuel surcharge.

10. Key Dates

- Wednesday, May 22, 2019 Bid Opening, Andover Town offices, 10:30 am.
- Friday, June 14, 2019 Winning vendor will have contacted district director to arrange delivery times and days that are acceptable to both the district and the vendor.

- Monday, August 12, 2019 All bid items in stock and available for delivery. All requested coolers and vending machines delivered.

11. Buying Group Responsibilities

- 11.1. The MSBG will provide projected usages that are the best estimate of the individual foodservice directors.
- 11.2. Actual quantities may be adjusted due to government regulations, student preference changes, or meal program participation changes.

12. Non-Performance

- 12.1. Failure on the part of the vendor awarded the proposal to comply with any of the above terms may result in:
 - A letter of nonperformance documenting the specific issues involved and the actions necessary to resolve the situation(s);
 - Voiding the proposal award in whole or in part; and/or
 - Eliminating the vendor from future award consideration

13. Bid Submission

- 13.1. The responsive bidder shall include (3) copies of each of the following completed documents in a printed form, submitted in a sealed envelope labeled "2019 MSBG Beverage Bid – Company Name"
 - Completed Town of Andover IFB to include all required forms, attestations and documents as found on the Town's website, <https://andoverma.gov/bids>.
 - Completed Beverage Bid Worksheet, including supplemental items
 - Completed **Attachment 1** - Lobbying
 - Completed **Attachment 2** - Certification of Compliance for Federally Funded Procurement
 - Completed **Attachment 3** - Certification Regarding Debarment
 - Completed **Attachment 4** - HUB Certification
 - Completed **Attachment 5** - Acknowledgment of Specifications
 - Completed **Attachment 13** – Buy American Attestation
 - Proof of liability insurance
- 13.2. Additionally please provide one flash drive to include electronic versions of all above items in PDF format as well as **nutritional information for each item**.
- 13.3. Sealed Bids must be submitted on or before 10:30 a.m. on Wednesday, May 22, 2019 to the Town of Andover, Attn: Purchasing Office, 36 Bartlett Street, Andover, MA 01810. Bids will be opened at the Andover School Administration Building, 4 Whittier Ct., Andover MA 01810. The bid award will generally take place no later than a week after the bid opening date at which time all parties will be notified. The public opening will end at 11:00
- 13.4. No proposals will be accepted after this day and time. Vendors are **STRONGLY ENCOURAGED** to attend the opening and be prepared to answer any questions the group members may have.
- 13.5. Any updates or addendums to this solicitation shall be posted on the Town of Andover's website, <https://andoverma.gov/bids>.
- 13.6. Please contact Tim Goossens, Bid Coordinator at tgoossens@food4schools.com should you have any questions.