Massachusetts School Buying Group

www.massbuyinggroup.com

GROCERY BID SPECIFICATIONS - IFB 020/02-19/650

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. 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 If an error is discovered by the vendor awarded the bid subsequent to the bid opening, the bid in question may be withdrawn in its entirety or the bid price must be honored regardless of profit or loss to the distributor.

1.4. 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.

1.5. The Bid Coordinator is not responsible for membership changes that might take place during the bid award.

1.6. The Bid Coordinator is not responsible for deviations in purchase amounts from the projected volume.

1.7. The winning vendor is aware of the Key Dates listed below and will act accordingly.

1.8. To be considered for the award, vendors must bid on ALL line items using the exact brand and manufacturer's code specified, unless an equal item has been approved in advance by the group. Please see the Alternative Item Procedure - **Attachment 7** and the Alternative Item Request Form - **Attachment 8**. If a line has multiple brands approved, the vendor may bid on any of the approved brands at their discretion without additional approval.

1.9. Stocked, non - bid item(s) with the same basic identity as bid item(s) shall be provided at the same price as the bid item(s). For example, all stocked GM bowl pack cereals, shall be provided at the bid price of the specific items listed in the bid. This does not apply to non-stocked or special order items.

1.10. No bid item shall be deleted, changed or discontinued by the distributor unless previously approved by the MSBG bid coordinator.

1.11. The winning vendor assumes responsibility to pass on all rebate and coupon information to all members of the MSBG.

1.12. The winning vendor is to provide an internet based ordering system. Training requested by any district is to begin no later than 2 weeks after the request is made.

1.13. The winning vendor shall assist the bid coordinator in securing all required nutritional, ingredient and CN information as requested, in a timely manner.

2. <u>Bid term and pricing</u>

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. If requested by the group, the distributor shall provide two manufacturer's invoices to the distributor; one showing the distributor's cost prior to adjustment, and one showing the distributor's new cost. The new cost to the MSBG will be equal to or less than the new cost to the distributor times the existing margin. All price adjustment notices must be provided to the bid coordinator, along with corresponding documentation at least one week before the adjustment date.

3. <u>Grocery bid worksheet</u>

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 grocery 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.

3.4. For each item on the sheet, please enter following (yellow columns):

- ***Special Order –*** *Select "X" from the dropdown if this line has been approved for special order status.*
- ***Domestic Product -*** *select "X" from the dropdown if the item meets the Buy American provision as defined in section 4. (Vendor must provide an exemption* ***Attachment 6*** *for every line not checked). If a line has multiple approved items, you do not need to provide Domestic status for the items you are not bidding.*
- ***Brand and item to be provided*** *- enter the brand and item code, if different than the item approved. Any items listed in this column must have prior approval in accordance with the Alternative Item Procedure –* ***Attachment 7****. For any lines that are "Distributor's Choice", please enter your brand and item here.*
- ***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. This applies as well to catch weight meats based on the average pounds listed. For example enter $27.00 as the case price, not $1.50 for the price per pound.*
- ***Comment*** *– any notes or comments about the item.*

3.5. When the sheet is completed, please print it on legal size paper, landscape mode, and return it with your submission.

4. <u>Buy American provision</u>

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 MSBG is requiring domestic product for each bid item, regardless of any higher cost over a similar imported item, unless a domestic product is not available in sufficient and reasonable quantities.

4.3. For each line of the bid, please indicate that the item to be provided (whether the original item or an approved alternate) satisfies the criteria for a "domestic commodity or product" as defined above, by selecting "X" from the dropdown arrow in the Domestic Product column. If an item has already been checked as domestic, disregard this step for this item.

4.4. If a domestic item is not available in sufficient and reasonable quantities, the vendor is to complete the Buy American Exemption form for this item, and NOT select the "Domestic Product" check box for that line. Documentation of the exemption shall be provided using **Attachment 6** – Buy American Exemption form. Please provide these exemptions as PDF files, one for each item, on your USB drive.

4.5. Additionally, please complete **Attachment 13** – Buy American Attestation, indicating that all checked lines are in fact compliant.

4.6. The winning vendor shall work with the MSBG coordinator after the award to secure proof of domestic origin for all bid items that are indicated as being domestic.

5. <u>Award Criteria</u>

5.1. The grocery bid, including all NOI and Fee for Service items, 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 grocery 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. <u>Modification of Contract</u>

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. <u>Product Recall</u>

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. <u>Delivery</u>

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 $750.00 AVERAGE per district, per delivery day.

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. Directors must be notified before delivery if any products are unavailable. Substitutions are to be provided of the same or superior quality at the bid price. The director must approve all substitutions.

8.7. 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.

8.8. Special orders may be considered by the group on some items. Please see the Special Order Procedure - **Attachment 9**, and the Special Order Request Form – **Attachment 10**.

9. <u>Commodity Processing</u>

9.1. For a bidder to be considered responsive, they must be certified in Massachusetts to distribute USDA commodity items through both the NOI and Fee for Service Value Pass Through methods. Additionally, districts must be able to assign distribution to the winning vendor through K12 Foodservice and Processorlink.

9.2. Net off Invoice

- Lines that are subject to a NOI PTV will be indicated on the bid worksheet with a Bold Green font. Vendors are to enter the commercial bid prices on the bid worksheet in Price per Case column. The spreadsheet will calculate the net cost to districts who have diverted that commodity in the Net Price column. Districts who have not diverted that commodity or whose allocation has run out will pay the full commercial price.
- It is the responsibility of each district to notify the State of Massachusetts of their intention to divert each commodity, and to assign the winning distributor in either K12 Foodservice or Processorlink.
- If a district diverts a commodity, and their allocation is fully used during the course of the bid award, they will pay the commercial price for the remainder of the award.

9.3. Fee for Service

- Several members of the MSBG will be processing the following beef and pork items through Fee for Service:
  - BEEF, COARSE GROUND FRZ CTN-60LB – 100154
  - BEEF, BNLS SPECIAL TRIM FRZ CTN-60LB– 100156
  - PORK, PICNIC BNLS FRZ CTN-60LB – 100193
- The MSBG has procured and evaluated the items that will be processed. These are listed on the FFS Item Summary tab of the bid worksheet. This tab includes the total MSBG projection for each item. After the bid award, each district shall provide the winning distributor with their monthly usage information from their DEDE Diversion Summaries.
- A drayage (delivery and storage) fee for the total number of Fee for Service cases projected is requested on the Grocery Bid worksheet on the last line, titled Drayage charge for FFS. This projection is the sum of all Fee for Service cases on the FFS Item Summary tab. Distributors must bid the same fixed drayage fee for all cases.
- Monthly delivery of Fee for Service items shall be arranged and agreed to between the winning distributor and each foodservice director.
- The winning distributor shall bill each district for the number of cases delivered each month times the drayage fee entered on the Drayage charge for FFS line. There shall be no other costs from the distributor to the Recipient Agency district.
- Each manufacturer shall bill the Recipient Agency district for the number of cases delivered at the net cost from column R on the FFS Item Summary tab.

- Districts may procure additional Fee for Service at their discretion outside the scope of this solicitation.
- The MSBG has listed commercial equivalent items on the Grocery Bid worksheet. These items will be supplied at the commercial bid price to districts who have not diverted that commodity, or whose allocation has run out.

10. Payment

10.1. Payment terms vary by district policy and will be agreed upon by the vendor and individual district.

10.2. 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.

10.3. The Vendor will have a Discount Program, which at a minimum, offers a 1% discount on invoices over $1,000. This discount may be applied as a statement credit or paid by check to the individual district. Credits are to be applied and checks are to be sent to each district twice a year on January 15th and June 15th. Invoices for orders delivered to the same account, on the same day will be count as one order for rebate purposes.

10.4. There shall be no additional charges levied to any school or district for fuel surcharge.

11. HACCP

11.1. The vendor must submit written documentation accompanying their submission stating and defining their HACCP food safety program.

12. Auditing

12.1. The Group retains the right to audit distributor's invoices for any and all bid items. The audit may take place at any location suitable to the MSBG, including the offices of the distributor. The distributor will be given no less than 2 weeks' notice to assemble all relevant documents for review.

13. Key Dates

• Tuesday, April 9, 2019	Deadline to submit Special Order or Alternative Item Requests by email to coordinator.
• Tuesday, April 30, 2019	All requested samples due at Milford, MA High School.
• Wednesday, May 1, 2019	MSBG sampling meeting, Milford, MA High School.
• Wednesday, May 22, 2019	Bid Opening, Andover Town offices, 10:00 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.
• Friday, July 19, 2019	Vendor item numbers provided to bid coordinator on the MSBG bid sheet.
• Monday, August 5, 2019	All bid items in stock and available for delivery.

14. Buying Group Responsibilities

14.1. The MSBG will provide projected usages that are the best estimate of the individual foodservice directors.

14.2. Actual quantities may be adjusted due to government regulations, delivery of federal commodities including, but not limited to Net off Invoice allocations and brown box commodities, student preference changes, or meal program participation changes.

14.3. The MSBG is providing as part of this solicitation a master listing of all districts represented in the group, **Attachment 11**, to include name, address, enrollment, and contact information.

15. Non-Performance

15.1. 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

16. Bid Submission

16.1. 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 Grocery 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 Grocery Bid Worksheet
- 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 8** - Alternative Item Request form
- Completed **Attachment 10** - Special Order Request Form
- Completed **Attachment 13** – Buy American Attestation
- Proof of liability insurance
- HACCP Plan

16.2. Additionally please provide one flash drive to include electronic versions of all above items plus Any Buy American Exemption forms (**Attachment 6**) in PDF format.

16.3. Sealed Bids must be submitted on or before 10:00 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 10:30.

16.4. 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.

16.5. Any updates or addendums to this solicitation shall be posted on the Town of Andover's website, https://andoverma.gov/bids.

16.6. Please contact Tim Goossens, Bid Coordinator at tgoossens@food4schools.com should you have any questions.