



## **ICE CREAM AND NOVELTY BID SPECIFICATIONS - IFB 021/02-19/650**

### **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. The Massachusetts School Buying Group is soliciting proposals for ice cream and novelty items that comply with Massachusetts 105 CMR 225.000: NUTRITION STANDARDS FOR COMPETITIVE FOODS AND BEVERAGES IN PUBLIC SCHOOLS (The "A" list"). 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. There is no price sheet or bid list associated with this bid. Vendors will submit their own item list and as detailed in Section 12 – Submission.
- 1.5. The vendor awarded the bid will deliver all 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**.
- 1.6. All prices submitted on this bid are considered by the Buying Group to represent the intent of the submitter. The Buying Group WILL NOT allow changes to any entry due to an error on the part of the submitter at the time of the bid opening or at any time during the period that the bid is in effect. If an error is discovered by the vendor awarded the bid subsequent to its opening, the bid in question may be withdrawn in its entirety, or the quoted price must be honored regardless of loss to the distributor.
- 1.7. 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. 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.
- 1.8. The vendor awarded the bid is aware of the Key Dates listed below in section 10 and will act accordingly.
- 1.9. The MSBG Coordinator has no authority over, and is not responsible for, membership changes that may occur during the term of this award.
- 1.10. 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.
- 1.11. The winning vendor agrees to provide freezers to each location, at no additional charge, prior to the date listed below in the Key Dates Section 10.

1.12. If a freezer needs to be replaced during the term of this agreement, it shall be replaced in a timely manner with a freezer of similar size that is in good repair.

## **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, 2021. 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 at least one week before the adjustment date.

## **3. Buy American provision**

- 3.1. **Section 104(d) of the** William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added 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.
- 3.2. The vendor certifies with the submission on **Attachment 13** – Buy American Attestation that all items included in this proposal comply with the above definition of "domestic".

## **4. Award Criteria**

- 4.1. The ice cream bid will be awarded for the 2019-2021 school years to a single responsive and responsible vendor after reviewing the submitted item list and prices. The group will generally consider 2 factors when evaluating the submitted prices:
  - ***The number of A List Items priced at \$.40 or less***
  - ***The average price of all A List Items***
- 4.2. The Buying Group reserves the right to reject any proposal 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 Buying Group.

## **5. Modification of Contract**

- 5.1. 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.
- 5.2. 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.

## **6. Product Recall**

- 6.1. The vendor must, upon receipt of a recall notice from the manufacturer or government, notify the Massachusetts School Buying Group by e-mail. Appropriate credit must be given for all recalled products.

## **7. Delivery**

- 7.1. Delivery dates and times will be agreed upon by the district and the winning vendor by the date specified in the Key Dates Section 10. Deliveries arriving outside times agreed upon may result in refusal of delivery or billing of distributor for excess labor charges.
- 7.2. All items will be delivered to a storage location acceptable to the receiver.
- 7.3. Delivery will be no more than 1 time per week.
- 7.4. 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.
- 7.5. The highest minimum amount for delivery will be no more than \$100.00 per location.
- 7.6. Product must be delivered at the correct internal temperature (frozen 0 - -10 degrees, refrigerated 34-40 degrees, and dry goods at room temperature). All products are to have a sufficient code date for normal usage.
- 7.7. The vendor must provide full credit on and pickup of items incorrectly ordered or delivered by the next regular delivery. Full credit must be given, in a timely fashion, for items that are discovered missing from the order, damaged, spoiled, adulterated, or expired.
- 7.8. All items are to be stocked at the distributor and shall not be "Special Orders".

## **8. Payment**

- 8.1. Payment terms vary by district policy and will be agreed upon by the vendor and individual district.
- 8.2. 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.
- 8.3. There shall be no additional charges levied to any school or district for fuel surcharge.

## **9. HACCP**

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

## **10. Key Dates**

Wednesday, May 22, 2019	Bid Opening, Andover Town offices, 11:00 am.
Friday, June 14, 2019	Winning vendor(s) will contact district director to arrange delivery times and days that are acceptable to both the district and the vendor.
Friday, July 19, 2019	Winning vendor(s) will provide their item numbers to members in a format acceptable to the group, if not already provided.
Monday, August 12, 2019	All bid items in stock and available for delivery. All requested freezers delivered.

## 11. Non-Performance

11.1. 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

## 12. Submission

12.1. The responsive bidder shall provide **(3) copies** of each of the following completed documents in a printed form, submitted in a sealed envelope labeled **“2019 MSBG Ice Cream 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>.
- Listing of all JSI A List compliant ice cream and novelty items to include:
  - Item size (portion size)
  - Case size
  - Nutritional data for each item **including allergen information**
  - Nut-free facility certification, if available
  - Case price
  - Unit price
- 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
- HACCP Plan

12.2. Additionally, please provide one flash drive to include electronic versions of all above items.

12.3. Sealed bids must be submitted on or before 11:00 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 11:30.

12.4. 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,

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

12.6. Please contact Tim Goossens, Bid Coordinator at [tgoossens@food4schools.com](mailto:tgoossens@food4schools.com) should you have any questions.