Massachusetts School Buying Group

www.massbuyinggroup.com

MILK AND DAIRY BID SPECIFICATIONS - IFB 024/02-19/650

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 If an error is discovered by the vendor awarded the bid subsequent to the bid opening, the bid in question may be withdrawn in its entirety or the bid price must be honored regardless of profit or loss to the distributor.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. For purposes of the Milk and Dairy bid, the MSBG has been divided into 3 zones. Distributors may bid on one or more zones. A list of districts in each zone is provided with this solicitation. For the most recent list of districts, as well as general information, please visit our website at www.massbuyinggroup.com. Participation in the milk and dairy bid is at the sole discretion of the foodservice director in each district.

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

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

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

1.9. Milk straws shall be proved at no additional charge as requested by the district.

1.10. The cost of milk coolers has been separated from the unit cost for milk. The MSBG is requesting a fixed annual charge for each cooler size, to be entered on the bid sheet in Section 3 - Section 3 - Milk Cooler Rental. This annual charge shall be billed to each district in 10 equal installments, beginning in September and ending in June.

2. Bid term and pricing

2.1. This solicitation is seeking both firm and fluctuating pricing on milk items, firm pricing on other dairy, and a fixed annual rental charge for milk coolers for the 2019-2020 school year, beginning July 1, 2019 and ending June 30, 2020.

2.2. Firm milk prices must remain fixed for the entire contract period. Fluctuating milk prices for fluid milk are based on the USDA Class I price for the month of May 2019. If during the term of this contract the established Class I price varies from the Class I price of May 2019, the unit price as stated in this contract shall be adjusted either downward or upward to reflect said change.

3. 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 milk and dairy bid for the zone or zones they are bidding in order to be considered responsive.

3.3. Please enter your company name in the upper left yellow cell.

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

- ***Section 1 Milk - Firm and Fluctuating Pricing:***
  - ***Firm Unit Price***
  - ***May 2019 Base Unit Price***
  - ***Domestic Product****: select "X" from the dropdown if the item meets the Buy American provision as defined in section 4.*
  - ***Brand***
  - ***Vendor Code (required) and Comment, if any***
- ***Section 2 - Other Dairy Firm Pricing:***
  - ***Firm Unit Price***
  - ***Domestic Product****: select "X" from the dropdown if the item meets the Buy American provision as defined in section 4.*
  - ***Brand***
  - ***Vendor Code (required) and Comment, if any***
- ***Section 3 - Milk Cooler Rental***
  - ***Annual rental cost by cooler size***

3.5. When the sheet is completed, please print it on letter 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 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. For each line of the bid, please indicate that the item to be provided satisfies the criteria for a "domestic commodity or product" as defined above, by selecting "X" from the dropdown arrow in the Domestic Product column.

4.3. 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".

5. Award Criteria

5.1. The Milk and Dairy bid will generally be awarded, by zone, to a single responsive and responsible vendor for the 2019-2020 school year based on the aggregate bottom line total of the milk and dairy 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.

5.2. Individual districts shall determine if they will use firm or fluctuating milk pricing after the award, and will notify the winning vendor for their zone of their intent.

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 **Section 11 - Key Dates.** Deliveries arriving outside times agreed upon may result in refusal of delivery or billing of distributor for excess labor charges.

8.2. The Food Service Director of the affected district will be notified before delivery if any products are unavailable. Substitutions are to be provided of the same or superior quality at the bid price.

8.3. All items will be delivered to an inside storage location acceptable to the receiver. No tailgate delivery will be accepted.

8.4. No products shall be left outside the building at any time or in any place other than within the school kitchens.

8.5. Deliveries shall normally take place Monday-Friday between 6:00 a.m. and 1:00 p.m.

8.6. 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.

8.7. The highest minimum amount for delivery will be no more than $100.00 per location.

8.8. 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.

8.9. 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.

8.10. A delivery slip must be left within each schools kitchen upon delivery of the products with a signature of the cafeteria personnel responsible for receiving orders. Statements shall be itemized and submitted on a monthly basis up to and including the last day of the month.

8.11. The winning vendor shall communicate with the Food Service Director or other designee of each district for a

contingency plan at the beginning of the contract year for instances of snow days or other unforeseen school cancellations and how deliveries will be made/adjusted to accommodate these circumstances.

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. HACCP

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

11. Key Dates

• Wednesday, May 22, 2019	Bid Opening, Andover Town offices, 12:00 pm.
• 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 if not already provided.
• Monday, August 12, 2019	All bid items in stock and available for delivery. All requested coolers in place.

12. Buying Group Responsibilities

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

12.2. The MSBG is providing as part of this solicitation a master listing of all schools represented in the each zone, **Attachment 11**, to include school name, address, enrollment, coolers requested, and contact information.

13. Non-Performance

13.1. 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

14. Bid Submission

14.1. 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 Milk and Dairy 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 Milk and dairy Bid Worksheet for each zone you are bidding.
- 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

14.2. Additionally please provide one flash drive to include:

- ***Electronic versions of all above in PDF format.***
- ***Nutritional data for each item on the bid sheet in PDF format.***

14.3. Sealed Bids must be submitted on or before 12:00 p.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 12:30.

14.4. 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.

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

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