



## **2018 GROCERY BID AWARD AGREEMENT – Northern zone**

The New Hampshire Buying Group has awarded its 2018-2020 Grocery bid to **Company Name**, based on acceptance of the terms and conditions outlined below. This agreement begins July 1, 2018 and ends June 30, 2020.

### **1. General**

- 1.1. The New Hampshire Buying Group is issuing Grocery Bids for 2 zones, the Northern Grocery zone and the Southern Grocery zone. Vendors may submit bids for one or both zones, however a separate submission is required for each zone.
- 1.2. All entries and calculations submitted on this bid are considered by the NHBG 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 If an error is discovered by the vendor awarded the bid subsequent to the bid opening, the bid in question may be withdrawn in its entirety or the bid price must be honored regardless of profit or loss to the distributor.
- 1.3. 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.
- 1.4. A list of districts in the group is provided with this solicitation as **Attachment 11**. For the most recent information on the group, please visit our website at [www.tebuyinggroup.org](http://www.tebuyinggroup.org).
- 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. Split cases must be provided at the same per unit price as the full case price, even if the item is sold under a separate item description and code number.
- 1.11. No bid item shall be deleted, changed or discontinued by the distributor unless previously approved by the NHBG bid coordinator
- 1.12. The winning vendor assumes responsibility to pass on all rebate and coupon information to all members of the NHBG.
- 1.13. 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.
- 1.14. The winning vendor shall assist the bid coordinator in securing all required nutritional, ingredient and CN information as requested, in a timely manner.

## 2. Bid term and pricing

- 2.1. This solicitation is seeking fixed pricing for the 2018-2019 and 2019-2020 school years.
- 2.2. The winning vendor may adjust pricing on any item in between school years, i.e. after June 30, 2019 and before September 1, 2019. 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 NHBG 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. Grocery bid worksheet

- 3.1. Vendors must complete a separate grocery bid worksheet for each zone being bid, however all other required documentation only needs to be submitted once.
- 3.2. 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.
- 3.3. Vendors must provide pricing on every line of the grocery bid in order to be considered responsive.
- 3.4. Please enter you company name on the Worksheet tab by double clicking on the tab itself.

**Ener Company Name Here**

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

- *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.

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

3.7. ***Please provide an electronic copy of your sheet on a flash drive at the time of the bid opening.***

#### 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.

There are 2 situations in which an SFA may consider items of non-US origin:

- The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

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

In the event that an item is supplied is not of U.S. origin, it must meet one of the 2 exemptions listed above. The vendor shall indicate this on the worksheet by NOT selecting “X” from the dropdown arrow in the **Domestic Product** column. Additionally, 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 flash drive.***

#### 5. **Award Criteria**

5.1. The grocery bid will generally be awarded to a single responsive and responsible vendor for the 2018-2020 school years based on the aggregate bottom line total of the grocery bid worksheet, however, the NHBG 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

- 6.2. 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 NHBG 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.

## **7. Product Recall**

- 7.1. The vendor must, upon receipt of a recall notice from the manufacturer or government, notify the NHBG 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 \$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. 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.
- 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. Auditing

- 11.1. 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 NHBG, including the offices of the distributor. The distributor will be given no less than 2 weeks' notice to assemble all relevant documents for review.

## 12. Key Dates

Friday, April 6, 2018	Deadline to submit Special Order or Alternative Item requests by email to coordinator.
Monday, April 16, 2018	All requested samples due in Goffstown.
Tuesday, April 17, 2018	NHBG sampling meeting
Tuesday, May 22, 2018	Bid Opening, Laconia, NH, 9:00 am
Monday, June 11, 2018	Winning vendor will have contacted district director to arrange delivery times and days that are acceptable to both the district and the vendor.
Friday, June 15, 2018	Vendor item numbers provided to bid coordinator on the NHBG bid sheet.
Monday, August 13, 2018	All bid items in stock and available for delivery.

## 13. Buying Group Responsibilities

- 13.1. The NHBG will provide projected usages that are the best estimate of the individual foodservice directors.
- 13.2. 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.
- 13.3. The NHBG is providing as part of this solicitation a master listing of all schools represented in the group, **Attachment 11**, to include school name, address, enrollment, and contact information, as well as listing of acceptable delivery windows, **Attachment 12**.

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Timothy Goossens, Bid Coordinator

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Date

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Company Name

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Authorized Signature

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Date