NHBG
The New Hampshire Buying Group
www.thebuyinggroup.org

2019-2021 PAPER BID AWARD

The New Hampshire Buying Group has awarded its 2019-2021 Paper Bid to _____, based on acceptance of the terms and conditions outlined below. This agreement begins July 1, 2019 and ends June 30, 2021.

1. General

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 If an error is discovered by the vendor awarded the bid subsequent to the bid opening, the bid in question may be withdrawn in its entirety or the bid price must be honored regardless of profit or loss to the distributor.

1.2. 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.

1.3. The NHBG is soliciting paper items as a single zone. The winning vendor aggress to deliver to all group members. 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.thebuyinggroup.org.

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

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

1.6. The winning vendor is aware of the Key Dates listed below in item 11 and will act accordingly.

1.7. 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.

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

1.9. 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.

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. 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. Paper 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 paper 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):

- ***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. Leave blank if bidding the approved item. Also, 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", not "200 ea." This cell accepts numerical entries only. 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.*
- ***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. Award Criteria

4.1. The paper bid will generally be awarded to a single responsive and responsible vendor for the 2019-2021 school years based on the aggregate bottom line total of the paper 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.

5. Extension of Award

5.1. At the discretion of the Buying Group, this bid may be extended according to terms mutually acceptable to the Group and the Distributor.

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 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 $100.00 per location.

8.5. 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.

8.6. 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.

8.7. 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.

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

10. Auditing

10.1. 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.

11. Key Dates

- Monday, April 15, 2019 — Deadline to submit Special Order or Alternative Item Requests by email to coordinator.
- Friday, April 26, 2019 — All samples due, if requested.
- Tuesday, May 14, 2019 — Paper Bids will be opened at 10:30 am.
- Friday, June 14, 2019 — Winning vendor 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 will provide their item numbers to members in a format acceptable to the group.
- Monday, August 5, 2019 — All bid items in stock and available for delivery.

12. Buying Group Responsibilities

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

12.2. Actual quantities may be adjusted due to government regulations, student preference changes, or meal program participation changes.

12.3. 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.

13. <u>Non-Performance</u>

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. <u>Bid Submission</u>

14.1. The responsive bidder shall include **one copy** of the following completed documents in a printed form, submitted in a sealed envelope labeled **"2019 Paper Bid – Company Name"**

- Completed Paper 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
- Proof of liability insurance
- **A flash drive to include electronic versions of all above items**

14.2. Additionally, in a separate, sealed envelope labeled **"2019 Paper Bid – Company Name, additional copies"**, please provide:

- 40 copies of completed Paper Bid Worksheet
- 40 Copies of Completed **Attachment 8** – Alternative Item Request form
- 40 Copies of Completed **Attachment 10** – Special Order Request Form

14.3. Bids will be opened and taken under advisement beginning at 10:30 a.m. on Tuesday, May 14th, 2019. The location shall be:

Meredith Village Savings Bank Dining room
J. Olivia Huot Technical Center
26 Dewey Street, Laconia, NH 03246

14.4. The public opening will end at 11:00 a.m.

14.5. 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.

The undersigned hereby agree to the terms and conditions of this agreement for the term of the contract, July1, 2019 through June 30, 2020.

New Hampshire Buying Group:

_____ _____

Timothy Goossens, Bid Coordinator Date

Winning Vendor:

_____

Company Name

_____ _____

Authorized Signature Date