

New Hampshire Buying Group

Grocery Products for Schools

Invitation for Bids



IFB #NHBG 2022 Grocery

Solicited on behalf of the following School Districts: Allenstown School District, Alton School District, Amherst, Mont Vernon, and Souhegan Cooperative School Districts, Auburn School District, Barnstead School District, Bartlett School District, Berlin Public Schools SAU3, Bow School District, Candia School District, Chester School District, Chichester School District, Concord School District, Deerfield School District, Derry Cooperative School District, Epping School District, Epsom School District, Franklin School District, Gilford School District, Gilmanton School District, Goffstown School District, Gov. Wentworth Regional School District, Hampton Falls School District, Hampton School District, Hill School District, Hillsboro-Deering School District, Hollis-Brookline School District, Hooksett School District, Hopkinton School District, Hudson School District, John Stark Regional High School, Kenneth A. Brett School, Laconia School District, Litchfield School District, Londonderry School District, Madison Elementary, Merrimack School District, Merrimack Valley School District, Milford School District, Monadnock School District, Nashua School District, New Boston School District, Newmarket School District, North Hampton School District, Pelham School District, Pembroke School District, Pinkerton Academy, Portsmouth School District, Prospect Mountain High School, Raymond School District, Salem School District, Seabrook School District, Shaker Regional School District, White Mountain Regional School District, Wilton Lyndeboro Coop. School District, Windham School District, Winnacunnet High School, Winnisquam Regional School District, and any other school districts within the State of New Hampshire.

New Hampshire Buying Group

www.thebuyinggroup.org

(603) 630-7322

info@food4schools.com

Legal Notice

The New Hampshire Buying Group (NHBG) invites bids for the supply of Groceries to be provided F.O.B. the participating school districts listed below. An agreement will be awarded to the responsible bidder offering the lowest aggregate price for the specified goods. The term of the agreement will be from July 1, 2022, to June 30, 2025.

The bid is being issued by NHBG on behalf of the following School Districts: Allenstown School District, Alton School District, Amherst, Mont Vernon, and Souhegan Cooperative School Districts, Auburn School District, Barnstead School District, Bartlett School District, Berlin Public Schools SAU3, Bow School District, Candia School District, Chester School District, Chichester School District, Concord School District, Deerfield School District, Derry Cooperative School District, Epping School District, Epsom School District, Franklin School District, Gilford School District, Gilmanton School District, Goffstown School District, Gov. Wentworth Regional School District, Hampton Falls School District, Hampton School District, Hill School District, Hillsboro-Deering School District, Hollis-Brookline School District, Hooksett School District, Hopkinton School District, Hudson School District, John Stark Regional High School, Kenneth A. Brett School, Laconia School District, Litchfield School District, Londonderry School District, Madison Elementary, Merrimack School District, Merrimack Valley School District, Milford School District, Monadnock School District, Nashua School District, New Boston School District, Newmarket School District, North Hampton School District, Pelham School District, Pembroke School District, Pinkerton Academy, Portsmouth School District, Prospect Mountain High School, Raymond School District, Salem School District, Seabrook School District, Shaker Regional School District, White Mountain Regional School District, Wilton Lyndeboro Coop. School District, Windham School District, Winnacunnet High School, Winnisquam Regional School District, and any other school districts within the State of New Hampshire.

The Invitation for Bids (IFB) may be obtained from our website, www.thebuyinggroup.org or by contacting Tim Goossens by email at tgoossens@food4schools.com beginning Friday, April 8, 2022.

Advertisements placed as follows:

NH Union Leader:

Friday, April 8, 2022

Table of Contents

Legal Notice	2
Section 1 - General Information	5
1. Overview	5
2. Timetable and Key Dates	5
3. Bid Documents Available	5
Section 2 – Bid Submission	6
4. Bid Submittal	6
5. Form of Bid – Documents and Information to be Provided.....	6
6. Grocery Bid Worksheet	6
7. Alternative Item Procedure	7
8. Buy American Procedure	7
9. Required Bid Documents.....	8
10. Modifications to Bids	9
11. Providing a Haccp Plan	9
12. Estimated Quantities	9
13. Compliance with IFB	9
14. Questions.....	10
15. Addenda.....	10
16. Bid Opening	10
Section 3 – Bidder Qualification Requirements	12
17. Performance Capabilities	12
18. Experience	12
19. Subcontractors.....	12
20. Insurance	12
Section 4 - Award and Contract	13
21. Rule of Award	13
22. Timeframe for Award.....	13
23. Reserved Rights	13
24. Award Term and Pricing.....	13
25. Award Conditions	13
26. Withdrawal After Award	14
27. Termination of Agreement.....	14
Section 5 - Product and Performance Terms.....	15

28.	Quality Requirements and Performance Standards	15
29.	Product Information	16
30.	Method of Acquisition	16
31.	Ordering and Delivery of Goods	16
32.	Substitutions	17
33.	Internet Ordering System.....	17
34.	Returns	17
35.	Product Recall	17
36.	Invoicing/Delivery Slips.....	17
37.	Payment by Eligible Parties	17
38.	Rebate and Coupon Information.....	18
39.	Auditing.....	18
40.	Bid Coordination.....	18
41.	Responsibilities of Participating School Districts.....	18
42.	Federal Contracting Regulations Applicable to Vendors	19
Appendix A – Required Forms		21
Appendix B – Sample Award Agreement.....		33

Section 1 - General Information

1. OVERVIEW

This is an Invitation for Bids (IFB) issued by the New Hampshire Buying Group (NHBG) to secure the provision of goods and/or services on behalf of the Cities, Towns and School Districts listed on the front page of this bid document. The participating school districts have joined together as the New Hampshire Buying Group (NHBG) for the purposes of securing the products highlighted in this IFB.

For this IFB, the participating school districts have been divided into 2 zones, North and South. Distributors may bid on one or more zones. In submitting a bid, the winning vendor(s) agree to deliver to all group members in the zones they are bidding. A list of districts in each zone is provided with this solicitation in **Attachment 3**, and a list of schools as **Attachment 4**. Participation in the grocery bid is at the sole discretion of the foodservice director in each district.

2. TIMETABLE AND KEY DATES

The dates provided below are important to understand. The deadlines must be followed, both in responding to this IFB and in meeting the award terms.

Union Leader Published:	Friday, April 8, 2022
Bid Documents Available on NHBG website:	Friday, April 8, 2022
Deadline to submit alternate requests by email to Tim Goossens:	Tuesday, May 10, 2022
Last day to submit formal questions to NHBG:	Friday, May 27, 2022
Final formal addenda and question responses provided by NHBG	Tuesday, May 31, 2022
Bids are due via electronic submission to NHBG:	4:00 PM Monday, June 6, 2022
Bid opening via zoom:	9:30 AM Tuesday, June 7, 2022
Delivery times and arrangements between vendor and districts set:	Monday, August 1, 2022
Bid items in stock and ready for delivery:	Monday, August 15, 2022

3. BID DOCUMENTS AVAILABLE

Bid documents will be made available by Friday, April 8, 2022, on the NHBG website at www.thebuyinggroup.org, by e-mail to tgoossens@food4schools.com, or by phone to Tim Goossens at (603) 630-7322.

IFB documents will be emailed unless delivery via U.S. Mail is specified by the Requester.

Section 2 – Bid Submission

4. BID SUBMITTAL

Bid must be submitted electronically by email to tgoossens@food4schools.com by 4:00 PM on Monday, June 6, 2022. No proposals will be accepted after this day and time.

5. FORM OF BID – DOCUMENTS AND INFORMATION TO BE PROVIDED

The responsive bidder shall include submit their bid and all required documents electronically as described above.

Bidder must bid on ALL items specified in the Grocery Bid Worksheet for the zone(s) they are bidding for which there is a projection listed. Pricing provided in the worksheet shall include delivery charges, prepaid by the vendor. Once awarded, no item shall be deleted, changed, or discontinued by the distributor unless previously approved by the NHBG bid coordinator.

Should the vendor determine, while preparing their response that an item is unavailable, there is no expectation that it will become available, and there are no reasonable alternates, the vendor is to contact Timothy Goossens by email at tgoossens@food4schools.com.

6. GROCERY BID WORKSHEET

The grocery bid worksheets are **Attachments 1 and 2**, one for each grocery zone. The projected usages on each sheet are different, reflective of the districts included in the zone.

All projections are the best aggregate estimates of the individual districts which comprise the zone, however there is no guarantee made those districts will actually purchase these amounts. Variations may occur due to cost, student preference, menu changes and other factors.

Please enter your company name on the Worksheet tab by double clicking on the tab itself.



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

- **Distributor Code**
- **Domestic Product:** Select “X” from the dropdown if the item meets the Buy American provision as defined in section 10, or “Exception” for any item qualifying for an exception. (Vendor must provide an exception from the **Buy American Exception Form, Attachment 6**) for every line with an exception. If an item has already been checked as domestic, disregard this step for this item.
- **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 described below. For any lines that are “Distributor’s Choice”, please enter your brand and item here.

- **Actual Case Size:** Enter 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, 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.

The bid sheet data is not to be copied to a new sheet or altered in any way. When the sheet is completed, please save it, and include it with your electronic submission.

7. ALTERNATIVE ITEM PROCEDURE

Distributors may submit line items “as Equal” to the specified items listed on the bid. This is not for manufacturers or brokers.

Complete the Alternative Item Request form - **Attachment 5** and return it to Tim Goossens at tgoossens@food4schools.com on or before Tuesday, May 10, 2022. Based on this information, the group may request samples.

A determination on the acceptability of the product will be made by the group and you will be notified as to the group’s decision. Approved alternatives will be posted so that all vendors may consider bidding these items. If the participating districts do not consider the sample to be “Equal”, you will need to bid on the brand specified.

8. BUY AMERICAN PROCEDURE

Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that “substantially means over 51% from American products.” Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA.

Compliance with and enforcement of the Buy American Provision in the National School Lunch Program requires school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or products. There are limited exceptions to the Buy American provision which allow for the purchase of products not meeting the “domestic” standard (“non-domestic”) in circumstances when use of domestic products is truly not practicable. These exceptions should be used as a last resort:

- The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and or

- Competitive RFPs reveal the costs of a U.S. product are significantly higher than the non-domestic product. **For this IFB, significant is defined as 10% or more expensive than a like non-domestic item.**

The participating school districts will accept non-domestic items only if they meet one of the two criteria above. The decision to consider other countries of origin is at the sole discretion of the purchasing district.

For each line of the bid, please indicate in the Grocery Bid Worksheet 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. In the event that an item is supplied is not of U.S. origin, the vendor shall indicate this on the worksheet by selecting “Exception” from the dropdown arrow in the Domestic Product column. If an item has already been checked as domestic, disregard this step for this item.

Documentation of each exception shall be provided by the vendor using the Buy American Exception form which is **Attachment 6**. Please provide these exceptions as PDF files, one for each item with your electronic submission.

The winning vendor(s) shall work with the Bid Coordinator as needed after the award to secure proof of domestic origin for all bid items that are indicated as being domestic.

9. REQUIRED BID DOCUMENTS

All bids are required to contain the following forms fully completed and signed (see relevant forms in the Appendices at the end of this document):

1. Bid Price Sheets (**Attachments 1 and or 2**)
2. General Bid Form
3. Statement of Competency
4. Certificate of Non-Collusion
5. Certificate of Tax Compliance
6. Certificate of Compliance for Federally Funded Procurement
7. Conflict of Interest Certification
8. Certificate of Non-Debarment
9. Lobbying Activities
10. Equal Opportunity Requirements
11. HUB Certification
12. Acknowledgement of Specifications

13. List of Subcontractors (if necessary)

14. HACCP Plan

10. MODIFICATIONS TO BIDS

A bidder may correct, modify, or withdraw a bid by written notice received by NHBG, prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope, clearly labeled "Modification No. ____." Each modification must be numbered in sequence and must reference the original IFB and must be signed by the same person who signed the General Bid Form, or a surrogate so authorized in writing.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of NHBG, and the participating Cities, Towns and School Districts.

11. PROVIDING A HACCP PLAN

The vendor must submit written documentation accompanying their submission stating and defining their HACCP food safety program – sending their full HACCP plan is the best way to satisfy this requirement. Submission of this information is a minimum requirement and failure to do so may result in the bid's disqualification.

12. ESTIMATED QUANTITIES

Estimates of purchases are indicated on the Grocery Bid Worksheet, providing information from each participating school district based on projected usages. 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. Individual districts may procure other grocery items not listed outside the scope of this solicitation.

This IFB recites estimated quantities to be supplied by the vendor, which may or may not be purchased during the award period. Neither the participating school districts nor NHBG guarantees a minimum or maximum number of purchases through this IFB. No enforceable obligation exists under any resulting contract beyond an individual district's appropriated funds.

13. COMPLIANCE WITH IFB

Bidders must comply with all requirements of this IFB in order to be eligible for award. Minor informalities will be waived, or the bidder will be allowed to correct them. If a mistake in a bid is evident and the intended bid is clear on the face of the Bid Price Form, the mistake will be corrected to reflect the intended correct bid and the bidder will be notified in writing. The bidder may not withdraw such a bid. NHBG may reject or a bidder may withdraw a bid if the mistake is clearly evident on the face of the Bid Price Form, yet the intended correct bid is not similarly evident.

Conditional bids will not be accepted. A conditional bid is one that imposes any condition or conditions on a bid or changes the price or any other provision of a bid in a manner prejudicial to the interests of the jurisdiction or fair competition.

14. QUESTIONS

Bidders are requested to immediately and thoroughly review the IFB and Specifications and promptly notify NHBG of any ambiguity, inconsistency, or error which they may discover. Direct all inquiries or questions to Tim Goossens via email at tgoossens@food4schools.com. No substantive inquiries will be accepted after Friday, May 27, 2022, beyond those that seek simple clarifications about the bid. Responses to inquiries that affect all bidders will be issued as addenda. NHBG will not provide, authorize, or honor any alleged oral interpretations.

If questions are received after Friday, May 27, 2022, NHBG, in its sole discretion, will determine if additional addenda are required and whether to alter the bid due date. NHBG will advise all prospective bidders of such activity.

NHBG reserves the right to disqualify any bidder that it believes to be interfering with this procurement by raising irrelevant, nuisance, or diversionary issues in order to delay or render the procurement invalid, whether timely or not.

Failure of any bidders to read and become familiar with any portion of this IFB will not relieve them from any of the obligations described herein, whether they may be required during review of the bids, or performance required under a contract.

15. ADDENDA

Responses to inquiries regarding interpretation or clarification that affect all bidders and corrections or changes to the IFB will be issued as addenda. Addenda will be distributed via email to all parties that NHBG is aware have obtained the IFB and will be posted on the NHBG website. Bidders should contact Tim Goossens via e-mail or phone if they believe an addendum has not been received. The last addendum is expected to be provided no later than Tuesday, May 31, 2022, if necessary.

A copy of all addenda that are issued should be included in the bid package and each addendum should be initialed in the bottom left corner of the first page of the document by the bidder.

16. BID OPENING

Electronic submissions will be accepted until 4:00 PM on Monday, June 6, 2022. They will be publicly opened and read aloud via Zoom at 9:30 AM on Tuesday, June 7, 2022. The public opening is expected to end 30 minutes after start time.

Time: June 7, 2022, 9:30 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/9326257653?pwd=Yk9wTm1TdS9KZjRGOENxTIFRVXZQdz09>

Meeting ID: 932 625 7653

Passcode: NHBG

Unforeseen Deterrents - If at the time of the scheduled bid opening, the designated site is unavailable due to circumstance beyond the control of NHBG, the bid opening will be automatically postponed (with

or without notice to potential bidders) until 9:30 AM at the same location on the next normal business day. In the event the same location cannot be used to accommodate a postponement, the bid opening will be formally postponed with notification to all parties provided the bid documents by NHBG. Bids will be accepted until any postponement time.

Section 3 – Bidder Qualification Requirements

17. PERFORMANCE CAPABILITIES

Bidders must be capable of providing the specified goods and/or services on schedule, in working order, in an intact and undamaged condition, and providing any support services in a professional and workmanlike manner.

Time of performance is critical to this IFB. Bidders must reassure NHBG of their capacity to perform within the timeframe set out in this IFB.

18. EXPERIENCE

Bidders must demonstrate competency in the business of providing the goods and/or services specified in this IFB by conformance with the following criteria:

- a. Bidders must be authorized sellers of Grocery Products.
- b. In business for a minimum of 1 year.
- c. Provision of the specified goods and/or services is consistent with normal lines of business.
- d. Bidders that do not meet these minimum qualifications will not be considered.

19. SUBCONTRACTORS

The use of subcontractors is acceptable. If the bidder intends to perform any or all work related to this contract through subcontractor(s), said subcontractor(s) names, business affiliations, and addresses must be attached with the bid and referenced to the appropriate work to be performed. Bidders agree to be responsible to ensure the legal and contractual compliance of named subcontractor(s). Use of subcontractor(s) not named in the bidder's bid is prohibited.

20. INSURANCE

The selected vendor shall at all times during the term of the award maintain insurance in full force and effect acceptable to NHBG and the participating school districts. The selected vendor agrees to furnish NHBG with certificates of insurance or other evidence satisfactory to NHBG if requested.

Section 4 - Award and Contract

21. RULE OF AWARD

An award will be made to a single responsive and responsible vendor for EACH zone for the 2022-2023, 2023-2024 and 2024-2025 school years based on the aggregate bottom line total of the grocery bid worksheet. 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.

22. TIMEFRAME FOR AWARD

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 is expected to end 30 minutes after start time.

23. RESERVED RIGHTS

NHBG reserves the right to:

1. Cancel this IFB at any time, with or without notice to prospective bidders. Reasonable efforts will be made to give timely notice.
2. Accept or reject, in whole or in part, any and all bids as permitted by law.
3. Award contracts as it deems best serves the interest of NHBG and/or the Cities, Towns and School Districts.
4. Act as its own reference and make such investigation as it deems necessary to determine the ability of the bidder to perform prior to execution of the award.
5. Waive or adjust non-statutory bid requirements before or after bids are opened in whatever ways it deems best serves the interests of the participating school districts.

24. AWARD TERM AND PRICING

This solicitation is seeking fixed pricing for the 2022-2023, 2023-2024, and 2024-2025 school years, beginning July 1, 2022, and ending June 30, 2025, with the opportunity for a price adjustment, up or down, as follows: On October 1, January 1, and April 1, of each bid year, based on market conditions. Documentation of any increased cost may be requested by the group. Alternatively, the group reserves the right to delete any item whose price has changed from the award. If this occurs, the remainder of the award shall stay intact, and member districts shall be free to procure any deleted items as they see fit, including purchasing from the winning vendor at the adjusted price.

This award may be extended for up to two years (2025-2026 and 2026-2027 school years) at terms mutually agreeable to all parties.

25. AWARD CONDITIONS

A sample copy of NHBG's standard award can be found in Appendix B. Bidders must be willing to sign NHBG's award. NHBG will not accept a bidder's own terms & conditions.

Except as provided elsewhere in this IFB, there will be no change in the terms and conditions, bid prices, or products offered during the award periods.

Use of resulting contracts is voluntary. The issuance of this solicitation does not constitute or imply a firm commitment by any eligible party to purchase equipment, goods or services from any contracted vendor. Accordingly, ability to perform, price competitiveness, and product quality are key to sales.

Eligible parties will be the buyers under contract(s) awarded through this IFB. All transactions between eligible parties and contracted vendor(s) will be solely between those parties. Neither NHBG, the participating municipalities nor any other eligible party will be held liable by the vendor(s) or another eligible party for any loss or liability, other than payment for delivered products as may be limited herein, incurred as a result of this procurement.

This award will be administered by NHBG on behalf of the participating municipalities/school districts. Any eligible party that purchases the goods of a selected vendor under any resulting contracts will be responsible for managing and directing the work of the selected vendor for all purchase orders and work orders initiated by the municipality. If for some reason, a participating municipality/school district finds that any provisions of the signed contract are not being observed by the selected vendor, they can seek remedy directly from said vendor and notify NHBG of any issue relating to non-performance under the signed contract.

26. WITHDRAWAL AFTER AWARD

If a bid has been awarded and the awarded vendor, for any reason seeks to withdraw from the award, a 30-day written notice of intent must be submitted to NHBG. 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.

27. TERMINATION OF AGREEMENT

Either NHBG or the Vendor may terminate this agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and satisfactory manner.

NHBG shall have the right to terminate this agreement for its convenience upon fourteen (14) calendar days of written notice.

Section 5 - Product and Performance Terms

28. QUALITY REQUIREMENTS AND PERFORMANCE STANDARDS

Grocery Products of high quality are required to be furnished and delivered inside the cafeteria storerooms.

All items offered shall be of the required pack and brand specified in this IFB or a proposed alternative pack and shall be subject to all federal and state regulations applicable thereto.

The right is reserved to request samples of any or all items for which a bid is submitted for testing in determining awards; samples to fully represent the items proposed. The brand and grade offered and accepted shall be supplied during the entire award period, and no substitution shall be made except upon approval of the member district Food Service Directors.

Quantities of items are estimated and not guaranteed to be purchased in full during the award period. This is particularly true in the event surplus commodities are furnished by the U.S. Department of Agriculture.

Bidder must bid on ALL items for the zones they are submitting using the exact brand and manufacturer's code specified, unless an equal item has been approved in advance by the group. If a line has multiple brands approved, the vendor may bid on any of the approved brands at their discretion without additional approval.

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.

Bidders shall utilize only properly insulated, mechanically or thermostatically temperature controlled refrigerated transport equipment. Such equipment must be capable of maintaining temperature to protect products. Districts reserve the right to reject the use of any trucking equipment by a carrier if it is not in a clean, sanitary condition and suitable for the hauling of all goods. All delivery personnel must demonstrate good customer service and should be neat and clean with good grooming practices.

Vendors must have a Hazard Analysis Critical Control Point Program (HACCP) for all areas of service and products including but not limited to purchasing, temperature control, receiving, holding, storage, transportation, and delivery. All HACCP records must be documented and available for review.

If the contracted vendor fails to comply with the requirements of this section, "Performance Standards", the participating municipality or school district shall have the right to cancel its purchase without recourse by the vendor, provided the municipality/school district serves the vendor with a written demand to perform, citing its intent to cancel its purchase order and invoke this IFB provision if performance does not occur within three full business days of delivery of the demand. Such notice may be conveyed by e-mail, fax or other method that verifies delivery by electronic or witnessed means.

Additionally, failure on the part of the vendor awarded the proposal to comply with any of the above terms contained in this IFB and the resulting award could 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

29. PRODUCT INFORMATION

The winning vendor(s) shall assist the Bid Coordinator in securing all required nutritional, ingredient, and CN information as requested, in a timely manner.

Vendors warrant (1) that the goods they sell are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects, and (4) that they are in conformity with any sample that may have been presented to the participating municipalities/school districts.

30. METHOD OF ACQUISITION

At the discretion of each participating municipality, commercial credit cards (e.g., American Express, MasterCard, etc.) may be used to make purchases. All pricing will remain in effect, as will the buyers' tax-exempt status.

31. ORDERING AND DELIVERY OF GOODS

Delivery dates and times will be agreed upon by the district and the winning vendor by the date specified in the timetable. Deliveries arriving outside times agreed upon may result in refusal of delivery or billing of distributor for excess labor charges. Deliveries shall normally take place Monday-Friday between 6:00 a.m. and 1:00 p.m.

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 award year for instances of snow days or other unforeseen school cancellations and how deliveries will be made/adjusted to accommodate.

Districts are not required to accept any product that is visibly damaged or adulterated in any manner. The winning vendor(s) shall replace any item received in unacceptable condition at no cost to the ordering facility in a timeframe acceptable to the district.

The vendor may not impose a delivery minimum greater than \$750.00 AVERAGE per district, per delivery day. For example, a district has 3 schools receiving deliveries on a given day. School 1 delivery is \$4000, school 2 is \$1500, and school 3 is \$700, the district average for that day is \$2066.

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.

All items will be delivered to an inside storage location acceptable to the receiver. No tailgate delivery will be accepted. No products shall be left outside the building at any time or in any place other than within the school kitchens.

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.

32. SUBSTITUTIONS

Substitutions are defined as items that are offered in place of a regular bid item on a short-term basis resulting from issues such as transportation from the manufacturer, volume variations, manufacturer production issues etc. Foodservice directors or their designee must be notified before delivery and approve of any substitutions. To the extent possible, substitutions are to be provided of the same or superior quality at the bid price per unit. In situations where no comparable substitute is available at the bid price, the vendor shall work with the foodservice director to supply a similar item at an agreed upon price before delivery.

In the event of a manufacturer's permanent discontinuation of a bid item, the vendor shall notify the Bid Coordinator as soon as they are aware to discuss possible replacements. The replacement item may be a different price per unit than the original bid item.

33. INTERNET ORDERING SYSTEM

The winning vendor(s) 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.

34. RETURNS

The awarded vendor(s) will guarantee that upon inspection, any defective or inferior supplies shall be replaced without additional costs to the participating municipality/school district. The vendor will assume any additional cost accrued by the participating municipality/school district due to defective or inferior supplies.

35. PRODUCT RECALL

The awarded vendor(s) 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.

36. INVOICING/DELIVERY SLIPS

A delivery slip must be left at each school upon delivery, complete with the unit price, extensions, and totals. Delivery slips must be signed by the Food Service Manager or designee before responsibility will be accepted for payment of bills for these schools. If a delivery slip is not signed and the product delivered is in excess of what has been ordered, the participating municipality/school district will be required to only pay for the amount ordered.

37. PAYMENT BY ELIGIBLE PARTIES

NHBG is not an eligible party under this IFB or any resulting contract(s). Neither is it a party to any resulting transactions, nor can it be held liable for false representations or non-payment by eligible parties.

Eligible parties are not obligated to make payment to vendors other than in a manner consistent with their normal payment schedules and as bound by normal commerce. Payments shall be made in U.S. dollars. Vendors may not require cash payment nor accept cash for any transaction associated with this IFB.

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

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.

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

38. REBATE AND COUPON INFORMATION

The winning vendor(s) assumes responsibility to pass on all rebate and coupon information to all members of the participating school districts.

39. AUDITING

The participating school districts and NHBG retain 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.

40. BID COORDINATION

The participating Cities, Towns and School Districts receive the support of a Bid Coordinator, Tim Goossens of Food for Schools, tgoossens@food4schools.com, to determine the products they seek to purchase through this IFB. The awarded vendor(s) is required to work with the Bid Coordinator in managing product changes.

The awarded vendor(s) shall assist the Bid Coordinator in securing all required nutritional, ingredient, and CN information as requested, in a timely manner.

No bid item shall be deleted, changed, or discontinued by the distributor unless previously approved by the Bid Coordinator.

The Bid Coordinator is not responsible for membership changes that might take place during the bid award or for deviations in purchase amounts from the projected volume.

41. RESPONSIBILITIES OF PARTICIPATING SCHOOL DISTRICTS

As per 7 CFR 210.21 Subpart E, participating school districts in their role as school food authorities are the party that must comply with the requirements of 7 CFR Part 3016 and 7 CFR Part 3019 as applicable, which implement the applicable Office of Management and Budget Circulars, concerning the procurement of all goods and services with school food service account funds. While the contract for purchases made through this IFB will be held by NHBG with the awarded vendor(s) on behalf of participating school districts, use of this contract by participating districts does not relieve them from their obligations under federal law and regulation. School food authorities remain responsible for

settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in connection with the federal school lunch program. NHBG will support participating school districts in whatever way it can to satisfy such issues.

42. FEDERAL CONTRACTING REGULATIONS APPLICABLE TO VENDORS

Buy American Provisions - Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that “substantially means over 51% from American products.” Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA.

Compliance with and enforcement of the Buy American Provision in the National School Lunch Program requires school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or products. There are limited exceptions to the Buy American provision which allow for the purchase of products not meeting the “domestic” standard (“non-domestic”) in circumstances when use of domestic products is truly not practicable. These exceptions should be used as a last resort:

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

For this IFB, significant is defined as 10% or more expensive than a like non-domestic item.

The participating school districts will accept non-domestic items only if they meet one of the two criteria above. The decision to consider other countries of origin is at the sole discretion of the purchasing district.

For each line of the bid, please indicate in the Grocery Bid Worksheet 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. In the event that an item is supplied is not of U.S. origin, the vendor shall indicate this on the worksheet by selecting “Exception” from the dropdown arrow in the Domestic Product column. If an item has already been checked as domestic, disregard this step for this item.

Documentation of each exception shall be provided by the vendor using the Buy American Exception form which is **Attachment 6**. Please provide these exceptions as PDF files, one for each item with your electronic submission.

The winning vendor(s) shall work with the Bid Coordinator as needed after the award to secure proof of domestic origin for all bid items that are indicated as being domestic.

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Vendors may not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendors must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Equal Employment Opportunity – Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) – Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Appendix A – Required Forms

The following forms on the pages below are required for submitting a bid.

General Bid Form

The accompanying Forms & Documentation are hereby submitted as a Bid in response to the subject IFB. All information, statements and prices are true, accurate, and binding representations of the Bidder's intentions and commitments in responding to this IFB.

Company Name

Contact Person

Street

Phone

City, State, Zip

Fax

Email

Bidder acknowledges receipt of the Invitation for Bids (IFB) and Addendum No(s) _____, dated _____, and submits the attached Bid for this Invitation for Bids to the New Hampshire Buying Group (NHBG), on the authority of the undersigned and as dated below who by signing confirms and pledges to abide by and be held to the requirements of this IFB and its resulting award.

Authorized Agent of the Bidder:

Signature

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Statement of Competency

I hereby certify that the Bidder meets or exceeds the competency criteria set out in this IFB.

I further attest to the following assertions:

- The Bidder has been in business for a minimum of 1 years.
- Provision of the items specified in this IFB is consistent with the Bidder's normal lines of business.
- The Bidder is incorporated, and if required licensed, to do business in New Hampshire.

Authorized Agent of the Bidder:

Signature

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Certificate of Non-Collusion

“The undersigned certifies under penalties of perjury that this Bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word person shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group or individuals.”

Authorized Agent of the Bidder:

Signature

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Certificate of Tax Compliance

"I certify under the penalties of perjury that to my best knowledge and belief the undersigned has complied with all laws of the State relating to taxes, reporting of employees and contractors, and withholding and remitting child support."

Authorized Agent of the Bidder:

Signature

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Certification of Compliance for Federally Funded Procurement

Certification of Compliance for Federally Funded Procurement

The Contractor, if paid from federal funding sources, certifies that it complies with: E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;" 18 U.S.C. 874 and 40 U.S.C. 276c (Copeland "Anti-Kickback" Act); 40 U.S.C. 276a to a-7 (Davis-Bacon Act, as Amended); 40 U.S.C. 327-333 (Contract Work Hours and Safety Standards Act); 37 CFR part 401 (Rights to Inventions Made Under a Contract or Agreement); 42 U.S.C. 6201 (Energy Policy and Conservation Act); 42 U.S.C. 7401 et seq., as amended (Clean Air Act); 33 U.S.C. 1251 et seq., as amended (Federal Water Pollution Control Act); 31 U.S.C. 1352, as implemented 34 CFR Part 82 (Byrd Anti-Lobbying Amendment); E.O.s 12549 and 12689 (Debarment and Suspension); Section 106 of "TVPA" (Trafficking Victims Protection Act of 2000); American Recovery and Reinvestment Act of 2009; Pub. L. 111-5 ("ARRA"), Section 1605 of ARRA; and 2 CFR part 176.140 (Buy American.)

Authorized Agent of the Bidder:

Signature

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Conflict of Interest Certification

The Bidder hereby certifies that:

1. The bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this IFB.
2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.
3. No person, corporation, or other entity, other than a bona fide full-time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining a Contract pursuant to this IFB upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.

Authorized Agent of the Bidder:

Signature

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

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Certificate of Non-Debarment

The Bidder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Bidder shall inform the NHBG and involved municipalities within one (1) business day of such debarment, suspension, or prohibition from practice.

Authorized Agent of the Bidder:

Signature

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Lobbying Activities

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Agent of the Bidder:

Signature

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Equal Opportunity Requirements

I certify that all information, statements, and pricing made in my Bid are true, accurate, and binding representations of the Bidder's intentions and commitment in responding to this IFB. Any such representations that exceed the minimum requirements of the IFB constitute legal obligations on the part of the Bidder to perform as stated and that failure to so perform may be used by NHBG as grounds to terminate the award.

I certify that pursuant to 28 CFR Part 42.204 (d) my employment practices comply with Equal Opportunity Requirements and comply with 28 CFR Part 42.202.; that my organization complies with the Americans with Disabilities Act.

Authorized Agent of the Bidder:

Signature

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

HUB Certification

Vendors submitting bids that have been certified as Historically Underutilized Business (HUB) entities (Minority, Small Business, Woman Owned), are asked to indicate their HUB status when responding to this Invitation for Bid. I certify that my company has been certified as a Historically Underutilized Business (HUB). (Attach a copy of the HUB Certification to this form.)

Authorized Agent of the Bidder:

Signature

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Acknowledgement of Specifications

The undersigned certifies that they have read the Bid Specifications and agree to abide by these specifications should they be the successful vendor.

Authorized Agent of the Bidder:

Signature

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Appendix B – Sample Award Agreement

Award Agreement – Grocery Products for Schools, IFB #NHBG 2022 Grocery

Date

1. General

This agreement, made on behalf of New Hampshire Buying Group member districts and **Name of vendor** (Vendor), confirms the vendor's commitment to perform as detailed in IFB #NHBG 2022 Grocery. The IFB is included here and is part of this agreement.

2. Timeframe of Award

This agreement is for fixed pricing for groceries for the 2022-2023, 2023-2024, 2024-2025 school years, beginning July 1, 2022 and ending June 30, 2025 as defined in the section Award Term and Pricing.. The agreement may be extended for up to two additional school years (2025-2026 and 2026-2027) at terms mutually agreeable to all parties.

3. Resulting contracts

Individual districts reserve the right to issue their own contracts with the vendor.

4. Amendments

There shall be no amendments to this agreement without the written approval of the NHBG on behalf of its member districts.

The undersigned hereby agree to the terms and conditions of this agreement for the term of July 1, 2022 through June 30, 2025.

Vendor:

Signee's Name

Company Name

Authorized Signature

Date

New Hampshire Buying Group:

Timothy Goossens, Bid Coordinator

Date