

New Hampshire Buying Group

# Paper Products for Schools



## Invitation for Bids

IFB #NHBG 2021 Paper Products

Solicited on behalf of the following Cities and Towns, and 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 School District, 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](http://www.thebuyinggroup.org)

(603) 630-7322

[info@food4schools.com](mailto:info@food4schools.com)

## Legal Notice

**The New Hampshire Buying Group invites bids for the supply of Paper Products** to be provided F.O.B. the participating school districts listed below. A contract will be awarded to the responsible bidder offering the lowest aggregate price for the specified goods. The term of the contract will be from July 1, 2021 to June 30, 2022.

Solicited on behalf of the following Cities and Towns, and 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 School District, 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](http://www.thebuyinggroup.org) or by contacting Tim Goossens by email at [tgoossens@food4schools.com](mailto:tgoossens@food4schools.com) beginning February 26, 2021. NHBG reserves the right to cancel this bid, waive informalities, and to reject any or all bids.

Advertisements placed as follows:

NH Union Leader:

Friday, April 2, 2021

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## Section 1 - General Information

### 1. OVERVIEW

The New Hampshire Buying Group Council seeks bids for the purchase of Paper Products to be provided F.O.B. to the participating schools 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. A listing of the participating school districts including their name, address, enrollment, and contact information is provided as part of this solicitation as **Attachment 2**.

### 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 contract terms.

Union Leader Posted:	Friday, April 2, 2021
Bid Documents Available on NHBG website	Friday, April 2, 2021
Alternative item requests due by email to Tim Goossens	Friday, April 16, 2021
All requested samples due at Laconia, NH	Wednesday, May 5, 2021
Sampling meeting at Laconia, NH (if necessary)	Thursday, May 6, 2021
Last day to submit formal questions to NHBG	Friday, May 14, 2021
Final formal addenda and question responses provided by NHBG (if necessary)	Friday, May 21, 2021
Bids are due via email to NHBG	4 PM, Monday, May 24, 2021
Bid opening at Laconia, NH	10:00 AM, Tuesday, May 25, 2021
Delivery times and arrangements between vendor and districts set	Friday, June 11, 2021
Vendor item numbers provided to Bid Coordinator on appropriate bid sheet	Friday, June 11, 2021
Bid items in stock and ready for delivery	Monday, August 16, 2021

### **3. BID DOCUMENTS AVAILABLE**

Bid documents will be made available on Friday, April 2, 2021 on the NHBG website at [www.thebuyinggroup.org](http://www.thebuyinggroup.org), by e-mail to [tgoossens@food4schools.com](mailto: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

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### 4. BID SUBMITTAL

Bid must be submitted electronically by email to [tgoossens@food4schools.com](mailto:tgoossens@food4schools.com) by 4 PM on Monday, May 24, 2021. No proposals will be accepted after this day and time.

Bids must be signed as follows:

- If the bidder is an individual, by him/her personally;
- If the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and
- If the bidder is a corporation, by the name of the corporation, followed by the signature of an authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation with the corporate seal affixed (e.g. Certificate of Corporate Vote).

### 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 in Section 4 above.

### 6. PAPER BID WORKSHEET

The Grocery Bid Worksheet is **Attachment 1**. All projections are the best aggregate estimates of the individual districts, however there is no guarantee made that districts will purchase these amounts. Variations may occur due to cost, student preference, menu changes and other factors.

Vendors must provide pricing on every line of the grocery bid in order to be considered responsive.

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

Enter Company Name Here

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 3**. 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.

When the sheet is completed, please save it and include it with your electronic submission.

## 7. ALTERNATIVE ITEM PROCEDURE

Each vendor may submit line items “as Equal” to the specified items listed on the bid.

Complete the Alternative Item Request form provided as **Attachment 4** along with supporting information and return it to Tim Goossens by e-mail at [tgoossens@food4schools.com](mailto:tgoossens@food4schools.com) on or before Friday, April 16, 2021. Based on this information, the group may request samples. If requested, provide samples to Laconia Schools, 39 Harvard Street, Laconia NH 03246 on or before Wednesday, May 5, 2021 for a group sampling on Thursday, May 6, 2021.

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 school districts do not consider the sample to be “Equal”, you will need to bid on the brand specified.

## 8. 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 Sheet
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)

## **9. 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. 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.

## **10. ESTIMATED QUANTITIES**

Estimates of purchases are indicated on the Paper 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.

This IFB recites estimated quantities to be supplied by the vendor, which may or may not be purchased during the contract 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 member's appropriated funds.

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

## **11. COMPLIANCE WITH IFB**

Bidders must comply with all requirements of this IFB in order to be eligible for contract 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 price sheet, 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.

## **12. 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](mailto:tgoossens@food4schools.com). No substantive inquiries will be accepted after Friday, May 14, 2021 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 14, 2021, 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.

### **13. 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 addenda is expected to be provided no later than Friday, May 21, 2021.

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.

### **14. BID OPENING**

Electronic submissions will be accepted by email until 4 PM on Monday, May 24, 2021. They will be publicly opened and read aloud at 10:00 AM on Tuesday, May 25, 2021. Bids will be made available for inspection on-site for a reasonable period of time after all bids are opened. The public opening is expected to end 30 minutes after start time.

**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 10:00 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

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### 15. 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.

### 16. 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 Paper 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.

### 17. 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.

### 18. INSURANCE

The selected vendor shall at all times during the term of the contract 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.

### COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence, \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence, \$1,000,000 aggregate

### VEHICLE LIABILITY

Personal Injury	\$500,000 each person, \$1,000,000 aggregate
Property Damage	\$300,000

## Section 4 - Award and Contract

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### 19. RULE OF AWARD

The paper bid will be awarded to a single responsive and responsible vendor based on the aggregate bottom line total of the grocery bid worksheet. 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.

### 20. 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. All bid prices submitted in response to this IFB must remain firm for the entire contract period.

### 21. RESERVED RIGHTS

NHBG reserves the right to:

- Cancel this IFB at any time, with or without notice to prospective bidders. Reasonable efforts will be made to give timely notice.
- Accept or reject, in whole or in part, any and all bids as permitted by law.
- Award contracts as it deems best serves the interest of NHBG and/or the Cities, Towns and School Districts.
- 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 contract.
- 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.

### 22. CONTRACT TERM AND PRICING

This solicitation is seeking fixed pricing for the 2021-2022 school year, beginning July 1, 2021 and ending June 30, 2022. A signed contract with NHBG will result from this IFB. The Contract will be in effect from July 1, 2021 until June 30, 2022.

This award may be extended for the 2022-2023 school year at terms mutually agreeable to all parties.

If the award is extended beyond the 2021-2022 school year, the winning vendor may adjust pricing. This may be a price increase or a price decrease, based on market conditions.

All price entries and calculations submitted on this bid are considered by NHBG and the participating school districts 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.

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

### **23. CONTRACT CONDITIONS**

A sample copy of the NHBG contract can be found in Appendix B. Bidders must be willing to sign NHBG's contract. 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 contract 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. Nothing in this IFB shall be interpreted as a restriction upon an eligible party from buying any item or similar product by any other means, from any other vendors, at any time during the contract term.

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 contract will be awarded and 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.

### **24. WITHDRAWAL AFTER AWARD**

If a contract has been awarded and the awarded vendor, for any reason seeks to withdraw from the contract, 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.

## Section 5 - Product and Performance Terms

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### 25. QUALITY REQUIREMENTS AND PERFORMANCE STANDARDS

Paper 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 contract period.

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

Pricing shall include delivery charges, prepaid by the vendor.

Bidder must bid on ALL 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 3** and the Alternative Item Request Form, **Attachment 4**. If a line has multiple brands approved, the vendor may bid on any of the approved brands at their discretion without additional approval.

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.

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 contract 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

## **26. WARRANTY**

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.

## **27. 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 contract pricing will remain in effect, as will the buyers' tax exempt status.

## **28. 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 Key Dates section, but shall normally take place Monday-Friday between 6:00 a.m. and 1:00 p.m.

The highest minimum delivery amount shall be no more than \$100.00 per location.

Deliveries arriving outside times agreed upon may result in refusal of delivery or billing of distributor for excess labor charges.

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.

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.

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.

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.

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.

### **29. INTERNET ORDERING SYSTEM**

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.

### **30. RETURNS**

The awarded vendor 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.

### **31. PRODUCT RECALL**

The awarded 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.

### **32. 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.

### **33. 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.

### **34. REBATE AND COUPON INFORMATION**

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

### **35. AUDITING**

The participating school districts 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.

### **36. 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](mailto:tgoossens@food4schools.com), to determine the products they seek to purchase through this IFB. The awarded vendor is required to work with the Bid Coordinator in managing product changes.

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

### **37. 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 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.

### **38. FEDERAL CONTRACTING REGULATIONS APPLICABLE TO VENDORS**

**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.

<u>W.B. Mason Co. Inc</u>	<u>James Killeen</u>
Company Name	Contact Person
<u>8001 South Willow St.</u>	<u>888-926-2766</u>
Street	Phone
<u>Manchester, NH 03103</u>	<u>888-926-4183</u>
City, State, Zip	Fax
<u>james.killeen@wbmason.com</u>	

#### Email

Bidder acknowledges receipt of the Invitation for Bids (IFB) and Addendum No(s) 1, dated 4/6/21, 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 contract, to perform any tasks and deliver any documents required, and to execute a Contract with the NHBG.

Authorized Agent of the Bidder:

	<u>W.B. Mason Co. Inc.</u>
Signature	Name (as used for tax filing)
<u>Daniel Orr Jr.</u>	<u>04-2455641</u>
Printed Name	SS# or Federal ID#
<u>Senior V.P.</u>	<u>5/24/21</u>
Title	Date

*I, Steve Greene certifies that Daniel Orr Jr. - Senior V.P. of W.B. Mason Co. Inc. is hereby authorized and empowered to make, enter into, sign and seal of behalf of this corporation.*

*Steve Greene 5/24/21*  
Secretary

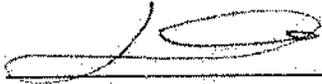
## Statement of Competency

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

W.B. Mason Co. Inc.

Name (as used for tax filing)

Daniel Orr Jr.

Printed Name

04-2455641

SS# or Federal ID#

Senior V.P.

Title

5/24/21

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

W.B. Mason Co. Inc.

Name (as used for tax filing)

Daniel Orr Jr.

04-2455641

Printed Name

SS# or Federal ID#

Senior V.P.

5/24/21

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

W.B. Mason Co. Inc.

Name (as used for tax filing)

Daniel Orr Jr.

Printed Name

04-2456641

SS# or Federal ID#

Senior V.P.

Title

5/24/21

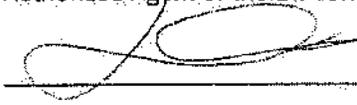
Date

## 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

W.B. Mason Co. Inc.

Name (as used for tax filing)

Daniel Orr Jr.

Printed Name

04-2455641

SS# or Federal ID#

Senior V.P.

Title

5/24/21

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

W.B. Mason Co. Inc.

\_\_\_\_\_  
Name (as used for tax filing)

Daniel Orr Jr.

\_\_\_\_\_  
Printed Name

04-2455641

\_\_\_\_\_  
SS# or Federal ID#

Senior V.P.

\_\_\_\_\_  
Title

5/24/21

\_\_\_\_\_  
Date

## 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

W.B. Mason Co. Inc.

Name (as used for tax filing)

Daniel Orr Jr.

Printed Name

04-2455641

SS# or Federal ID#

Senior V.P.

Title

5/24/21

Date

## Lobbying Activities

### Lobbying

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

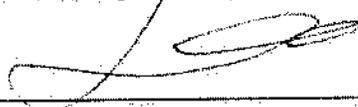
(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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

W.B. Mason Co., Inc.

Name (as used for tax filing)

Daniel Orr Jr.

Printed Name

04-2455641

SS# or Federal ID#

Senior V.P.

Title

5/24/21

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 contract.

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

W.B. Mason Co. Inc.

---

Name (as used for tax filing)

Daniel Orr Jr.

---

Printed Name

04-2456641

---

SS# or Federal ID#

Senior V.P.

---

Title

5/24/21

---

Date

N/A

## 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

W.B. Mason Co. Inc.

Name (as used for tax filing)

Daniel Orr Jr.

Printed Name

04-2455641

SS# or Federal ID#

Senior V.P.

Title

5/24/21

Date

## Appendix B – Sample Contract

### **2021 PAPER BID AWARD**

The New Hampshire Buying Group has awarded its 2021 Paper Bid to \_\_\_\_\_, based on acceptance of the terms and conditions outlined below. This contract begins July 1, 2021 and ends June 30, 2022 and may be extended for the 2022-2023 school year at terms mutually agreeable to all parties.

## Invitation for Bids

### IFB #NHBG 2021 Paper Products

Solicited on behalf of the following Cities and Towns, and 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 School District, 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.

## Section 1 - General Information

### **1. OVERVIEW**

The New Hampshire Buying Group Council seeks bids for the purchase of Paper Products to be provided F.O.B. to the participating schools 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. A listing of the participating school districts including their name, address, enrollment, and contact information is provided as part of this solicitation as **Attachment 2**.

## 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 contract terms.

Union Leader Posted:	Friday, April 2, 2021
Bid Documents Available on NHBG website	Friday, April 2, 2021
Alternative item requests due by email to Tim Goossens	Friday, April 16, 2021
All requested samples due at Laconia, NH	Wednesday, May 5, 2021
Sampling meeting at Laconia, NH (if necessary)	Thursday, May 6, 2021
Last day to submit formal questions to NHBG	Friday, May 14, 2021
Final formal addenda and question responses provided by NHBG (if necessary)	Friday, May 21, 2021
Bids are due via email to NHBG	4 PM, Monday, May 24, 2021
Bid opening at Laconia, NH	10:00 AM, Tuesday, May 25, 2021
Delivery times and arrangements between vendor and districts set	Friday, June 11, 2021
Vendor item numbers provided to Bid Coordinator on appropriate bid sheet	Friday, June 11, 2021
Bid items in stock and ready for delivery	Monday, August 16, 2021

## 3. BID DOCUMENTS AVAILABLE

Bid documents will be made available on Friday, April 2, 2021 on the NHBG website at [www.thebuyinggroup.org](http://www.thebuyinggroup.org), by e-mail to [tgoossens@food4schools.com](mailto: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

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### 4. BID SUBMITTAL

Bid must be submitted electronically by email to tgoossens@food4schools.com by 4 PM on Monday, May 24, 2021. No proposals will be accepted after this day and time.

Bids must be signed as follows:

- If the bidder is an individual, by him/her personally;
- If the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and
- If the bidder is a corporation, by the name of the corporation, followed by the signature of an authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation with the corporate seal affixed (e.g. Certificate of Corporate Vote).

### 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 in Section 4 above.

### 6. PAPER BID WORKSHEET

The Grocery Bid Worksheet is **Attachment 1**. All projections are the best aggregate estimates of the individual districts, however there is no guarantee made that districts will purchase these amounts. Variations may occur due to cost, student preference, menu changes and other factors.

Vendors must provide pricing on every line of the grocery bid in order to be considered responsive.

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

**Enter Company Name Here**

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 3**. 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.

When the sheet is completed, please save it and include it with your electronic submission.

## 7. ALTERNATIVE ITEM PROCEDURE

Each vendor may submit line items “as Equal” to the specified items listed on the bid.

Complete the Alternative Item Request form provided as **Attachment 4** along with supporting information and return it to Tim Goossens by e-mail at [tgoossens@food4schools.com](mailto:tgoossens@food4schools.com) on or before Friday, April 16, 2021. Based on this information, the group may request samples. If requested, provide samples to Laconia Schools, 39 Harvard Street, Laconia NH 03246 on or before Wednesday, May 5, 2021 for a group sampling on Thursday, May 6, 2021.

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 school districts do not consider the sample to be “Equal”, you will need to bid on the brand specified.

## 8. 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):

14. Bid Price Sheet
15. General Bid Form
16. Statement of Competency
17. Certificate of Non-Collusion
18. Certificate of Tax Compliance
19. Certificate of Compliance for Federally Funded Procurement
20. Conflict of Interest Certification
21. Certificate of Non-Debarment
22. Lobbying Activities
23. Equal Opportunity Requirements
24. HUB Certification

25. Acknowledgement of Specifications

26. List of Subcontractors (if necessary)

## **9. 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. 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.

## **10. ESTIMATED QUANTITIES**

Estimates of purchases are indicated on the Paper 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.

This IFB recites estimated quantities to be supplied by the vendor, which may or may not be purchased during the contract 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 member's appropriated funds.

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

## **11. COMPLIANCE WITH IFB**

Bidders must comply with all requirements of this IFB in order to be eligible for contract 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 price sheet, 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.

## **12. 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](mailto:tgoossens@food4schools.com). No substantive inquiries will be accepted after Friday, May 14, 2021 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 14, 2021, 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.

### **13. 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 addenda is expected to be provided no later than Friday, May 21, 2021.

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.

### **14. BID OPENING**

Electronic submissions will be accepted by email until 4 PM on Monday, May 24, 2021. They will be publicly opened and read aloud at 10:00 AM on Tuesday, May 25, 2021. Bids will be made available for inspection on-site for a reasonable period of time after all bids are opened. The public opening is expected to end 30 minutes after start time.

**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 10:00 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.

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## Section 3 - Bidder Qualification Requirements

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### 15. 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.

### 16. 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:

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

### 17. 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.

### 18. INSURANCE

The selected vendor shall at all times during the term of the contract 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.

#### COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence, \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence, \$1,000,000 aggregate

#### VEHICLE LIABILITY

Personal Injury	\$500,000 each person, \$1,000,000 aggregate
Property Damage	\$300,000

## Section 4 - Award and Contract

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### 19. RULE OF AWARD

The paper bid will be awarded to a single responsive and responsible vendor based on the aggregate bottom line total of the grocery bid worksheet. 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.

### 20. 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. All bid prices submitted in response to this IFB must remain firm for the entire contract period.

### 21. RESERVED RIGHTS

NHBG reserves the right to:

- Cancel this IFB at any time, with or without notice to prospective bidders. Reasonable efforts will be made to give timely notice.
- Accept or reject, in whole or in part, any and all bids as permitted by law.
- Award contracts as it deems best serves the interest of NHBG and/or the Cities, Towns and School Districts.
- 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 contract.
- 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.

### 22. CONTRACT TERM AND PRICING

This solicitation is seeking fixed pricing for the 2021-2022 school year, beginning July 1, 2021 and ending June 30, 2022. A signed contract with NHBG will result from this IFB. The Contract will be in effect from July 1, 2021 until June 30, 2022.

This award may be extended for the 2022-2023 school year at terms mutually agreeable to all parties.

If the award is extended beyond the 2021-2022 school year, the winning vendor may adjust pricing. This may be a price increase or a price decrease, based on market conditions.

All price entries and calculations submitted on this bid are considered by NHBG and the participating school districts 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.

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

### **23. CONTRACT CONDITIONS**

A sample copy of the NHBG contract can be found in Appendix B. Bidders must be willing to sign NHBG's contract. 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 contract 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. Nothing in this IFB shall be interpreted as a restriction upon an eligible party from buying any item or similar product by any other means, from any other vendors, at any time during the contract term.

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 contract will be awarded and 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.

### **24. WITHDRAWAL AFTER AWARD**

If a contract has been awarded and the awarded vendor, for any reason seeks to withdraw from the contract, 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.

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## Section 5 - Product and Performance Terms

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### 25. QUALITY REQUIREMENTS AND PERFORMANCE STANDARDS

Paper 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 contract period.

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

Pricing shall include delivery charges, prepaid by the vendor.

Bidder must bid on ALL 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 3** and the Alternative Item Request Form, **Attachment 4**. If a line has multiple brands approved, the vendor may bid on any of the approved brands at their discretion without additional approval.

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.

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 contract 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

## **26. WARRANTY**

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.

## **27. 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 contract pricing will remain in effect, as will the buyers' tax exempt status.

## **28. 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 Key Dates section, but shall normally take place Monday-Friday between 6:00 a.m. and 1:00 p.m.

The highest minimum delivery amount shall be no more than \$100.00 per location.

Deliveries arriving outside times agreed upon may result in refusal of delivery or billing of distributor for excess labor charges.

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.

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.

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.

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.

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.

### **29. INTERNET ORDERING SYSTEM**

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.

### **30. RETURNS**

The awarded vendor 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.

### **31. PRODUCT RECALL**

The awarded 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.

### **32. 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.

### **33. 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.

### **34. REBATE AND COUPON INFORMATION**

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

### **35. AUDITING**

The participating school districts 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.

### **36. 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](mailto:tgoossens@food4schools.com), to determine the products they seek to purchase through this IFB. The awarded vendor is required to work with the Bid Coordinator in managing product changes.

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

### **37. 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 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.

### **38. FEDERAL CONTRACTING REGULATIONS APPLICABLE TO VENDORS**

**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.

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The undersigned hereby agree to the terms and conditions of this agreement for the term of the contract, July 1, 2021 through June 30, 2022.

Vendor:

WB Mason  
Company Name

[Signature]  
Authorized Signature

5/24/21  
Date

New Hampshire Buying Group:

\_\_\_\_\_  
Timothy Geossens, Bid Coordinator

\_\_\_\_\_  
Date