
Franklin County Technical School

Milk and Dairy Products for Schools

Invitation for Bids

IFB #MSBG 2024 Milk and Dairy Fixed

Solicited on behalf of the following Cities and Towns, and School Districts: Acton-Boxborough Regional Schools, Agawam Public Schools, Arlington Public Schools, Ayer-Shirley RSD, Bedford Public Schools, Billerica Public Schools, Central Berkshire Regional School District, Dracut Public Schools, Erving Elementary (Union 28), Frontier Regional and Union 38, Greater Lawrence Technical School, Greenfield Public Schools, Hatfield Schools, Hingham Schools, Ipswich Public Schools, Keefe Regional Technical School, Littleton Public Schools, Milford Public Schools, Needham Schools, Norfolk Public Schools, North Adams Public Schools, Pathfinder Regional Vocational Technical High School, Silver Lake Regional & Kingston Public & Halifax, Ware Public Schools, Watertown Public Schools, Worcester Cultural Academy, and any other Cities and Towns, and School Districts within the Commonwealth of Massachusetts.

*Franklin County Technical School
82 Industrial Blvd.
Turner's Falls, MA 01376*

Legal Notice

Franklin County Technical School (FCTS) invites bids for the supply of Milk and Dairy Products to be provided F.O.B. to the participating school districts listed below. FCTS will be the awarding authority on behalf of the Cities, Towns, and their School Districts. A contract will be awarded to the responsive and responsible bidder offering the lowest aggregate price for the specified goods. The term of the contract will be from July 1, 2024 to June 30, 2025. There will be no extensions for this IFB.

The bid is being issued by on behalf of the following Cities and Towns, and School Districts: Acton-Boxborough Regional Schools, Agawam Public Schools, Arlington Public Schools, Ayer-Shirley RSD, Bedford Public Schools, Billerica Public Schools, Central Berkshire Regional School District, Dracut Public Schools, Erving Elementary (Union 28), Frontier Regional and Union 38, Greater Lawrence Technical School, Greenfield Public Schools, Hatfield Schools, Hingham Schools, Ipswich Public Schools, Keefe Regional Technical School, Littleton Public Schools, Milford Public Schools, Needham Schools, Norfolk Public Schools, North Adams Public Schools, Pathfinder Regional Vocational Technical High School, Silver Lake Regional & Kingston Public & Halifax, Ware Public Schools, Watertown Public Schools, Worcester Cultural Academy, and any other Cities and Towns, and School Districts within the Commonwealth of Massachusetts.

The Invitation for Bids (IFB) may be obtained online at www.massbuyinggroup.com, by emailing info@food4schools.com, or by phone at 603-630-7322 or beginning at 9:00 AM on Friday, April 19, 2024. FCTS reserves the right to cancel this bid, waive informalities, and to reject any or all bids.

Advertisements placed as follows:

MSBG Posted:	Friday, April 19, 2024
COMMBUYS:	Friday, April 19, 2024
Goods & Services Bulletin Published:	Friday, April 19, 2024
Boston Herald Published:	Friday, April 19, 2024

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Section 1 - General Information

1. OVERVIEW

This is an Invitation for Bids (IFB) issued by the Franklin County Technical School (FCTS) to secure the provision of goods and services on behalf of the Cities, Towns, and School Districts listed on the first page of this bid document. The participating Cities, Towns, and School Districts have joined together as the Massachusetts School Buying Group (MSBG) for the purposes of securing the products highlighted in this IFB.

For this IFB, the participating Cities, Towns, and School Districts have been divided into 4 zones. Vendors may bid on one more zones. In submitting a bid, a vendor agrees to deliver to all participating Cities, Towns, and School Districts in the zone(s) they are bidding. A list of schools and Cities, Towns, and School Districts in each zone is provided in Attachment 3. Participation in this IFB as well as use of any contract resulting from this IFB is at the sole discretion of the participating City, Town, or School District's Food Service Director.

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.

Bid Documents Available	9:00 AM, Friday, April 19, 2024
Vendor conference Zoom meeting:	10:00 AM, Thursday, May 2, 2024
Deadline to submit alternate requests:	4:00 PM, Friday, May 3, 2024
Deadline to submit formal questions:	4:00 PM, Thursday, May 23, 2024
Final formal addenda and question responses provided:	Friday, May 24, 2024
Bids are due on flash drive in a sealed envelope:	4:00 PM, Monday, June 3, 2024
Bid opening:	10:15 AM, Tuesday, June 4, 2024
Delivery times and arrangements between vendor and districts set:	Monday, August 5, 2024
Bid items in stock and ready for delivery:	Monday, August 5, 2024

3. BID DOCUMENTS AVAILABLE

Bid documents will be made available on Friday, April 19, 2024, through the following means:

- Online at www.massbuyinggroup.com on the Bids and RFPs page
- By e-mail to info@food4schools.com
- By phone to Tim Goossens at 603-630-7322

4. VENDOR CONFERENCE

There is a zoom vendor conference scheduled for Wednesday, May 1, 2024, at 10:00 am. Registration is required prior to the event. You may register using this link:

<https://us02web.zoom.us/join/ztYrf-CoqzMvHtMI8QzvkiDl8aKItXF7R-uJ>

Section 2 – Bid Submission

5. BID SUBMITTAL

Bids and all other required documentation must be submitted electronically on a single flash drive by 4:00 PM on Monday, June 3, 2024. The flash drive shall be enclosed in a sealed envelope clearly marked: "MSBG Milk Bid - Fixed, do not open until Tuesday, June 4, 2024, 10:15 AM".

Bids should be mailed to:
Elizabeth Bouchard, Assistant to the Business Manager
Franklin County Technical School
82 Industrial Blvd.
Turner's Falls, MA 01376

Questions regarding the submission steps and process will be answered by Tim Goossens (info@food4schools.com, 603-630-7322). Please reach out if you have questions or concerns on submission up to one hour before the bid deadline. No bids will be accepted after this day and time.

Bids must be signed as follows:

- If the bidder is an individual, by him/her/them 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).

6. RESPONSIVE AND RESPONSIBLE BIDDERS

This IFB will be awarded to the RESPONSIVE and RESPONSIBLE bidder with the lowest aggregate price per zone as described in Rule of Award. To be considered responsive, a vendor:

- Must submit all required documents electronically on their flash drive, in PDF format as listed in the Required Documents Section 10 below by the bid due date and time.
- Must NOT alter or append the Bid Price Sheets in any way.
- Must NOT submit a conditional bid. 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.
- Must submit a price for every item for which there is a projection in the zone(s) they are bidding.
- Must submit nutritional information and Product Formulation Statements for each item in PDF format, one file for each item, on your flash drive.

To be considered responsible, a vendor must demonstrate competency in the business of providing the goods and services specified in this IFB by conformance with the following criteria:

- a. Bidders must have an acceptable history of business dealings with MSBG, as determined by the MSBG

Steering Committee, OR must have a minimum of 2 years' experience as a vendor for a school co-op or school district and provide 3 references upon request.

- b. Bidders must be authorized sellers of Milk and Dairy products.
- c. Bidders must provision in groceries consistent with normal lines of business.
- d. Incorporated to do business in Massachusetts or registered with the Office of the Secretary of the Commonwealth's Corporation Division as a Foreign Corporation and be able to provide proof.

7. MILK AND DAIRY BID WORKSHEET

The Milk and Dairy Worksheet is Attachment 1. It has 4 tabs, one for each milk zone. The projected usages on each tab are different, reflective of the Cities, Towns, and School Districts included in the zone.

All projections are the best aggregate estimates of the individual Cities, Towns, and School Districts, however there is no guarantee made that the Cities, Towns, or School Districts will purchase exactly these amounts. Variations may occur due to cost, student preference, menu changes and other factors.

Bidder must provide pricing on ALL items for which there is a projection listed on the Milk and Dairy Bid Worksheet. Pricing provided in the worksheet shall include delivery charges, prepaid by the vendor.

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

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

- Section 1 Milk - Firm Pricing:
 - Firm Unit Price
 - Domestic Product: select "X" from the dropdown if the item meets the Buy American provision as defined in section 5. 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. (Vendor must provide an exception using the Buy American Exception Form, Attachment 2 for every line not checked – see Buy American Exception procedure description in next section).
 - Brand
 - Vendor Code (required) and Comment, if any
- Section 2 - Other Dairy Firm Pricing:
 - Firm Unit Price
 - Domestic Product: select "X" from the dropdown if the item meets the Buy American provision as defined in section 5. 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. (Vendor must provide an exception using the Buy American Exception Form, Attachment 2 for every line not checked – see Buy American Exception procedure description in next section).
 - Brand
 - Vendor Code (required) and Comment, if any
 - Annual rental cost by cooler size
- Section 3 - Milk Cooler Rental

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

MSBG reserves the right to audit the bids for accuracy until the time of award and may request clarifying information from the vendor at any time up to the time of award. Vendors have 2 business days from the posted time of the bid opening to correct a price proposal if a mistake and the intended offer are clearly evident on the face of the proposal document.

8. BUY AMERICAN PROCEDURE

Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the USA and a food product that is processed in the USA substantially using agricultural commodities produced in the USA. 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 school food authority (SFA).

Compliance with and enforcement of the Buy American Provision in the National School Lunch Program requires 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 USA in sufficient and reasonable available quantities of a satisfactory quality; and/or
- Competitive RFPs reveal the costs of a USA 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 City, Town, or School District.

For each line of the bid, please indicate in the Milk and Dairy 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.

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

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). Items 2-16 must be submitted as Word or PDF documents.

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1. Bid Price Sheets (Attachment 1 in Excel only)
 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 Compliance with M.G.L. c. 151B
 9. Certificate of Non-Debarment
 10. Lobbying Activities
 11. Equal Opportunity Requirements
 12. HUB Certification
 13. Acknowledgement of Specifications
 14. Right to Know Law Page
 15. Buy American Attestation
 16. List of Subcontractors (if necessary)
 17. HACCP Plan
 18. Any addenda, initialed

10. MODIFICATIONS TO BIDS

A bidder may correct, modify, or withdraw a bid prior to the time and date set for the bid opening by mailing a revised flash drive to Franklin County Technical School at the address listed above. The flash drive shall be enclosed in a sealed envelope clearly marked: "MSBG Milk Bid - Fixed – 02 REVISION NUMBER ##, do not open until Tuesday, June 4, 2024, 10:15 AM".

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of Franklin County Technical School or 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 Hazard Analysis and Critical Control Points (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 Milk and Dairy Bid Worksheet, providing information from each participating city, town, and 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 cities, towns, or school districts may themselves conduct procurements for other Milk and Dairy 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 Contract period. Neither the participating cities, towns, and school districts nor Franklin County Technical School guarantees a minimum or maximum number of purchases through this IFB. No enforceable obligation exists under any resulting contract beyond an individual city, town, or school district'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.

13. COMPLIANCE WITH IFB

Bidders are expected to comply with all requirements of this IFB in order to be eligible for a 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.

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 promptly notify Tim Goossens, Bid Coordinator of any ambiguity, inconsistency, or error which they may discover. No substantive inquiries will be accepted after 4:00 PM, Thursday, May 23, 2024, beyond those that seek simple clarifications about the bid submission process. Responses to inquiries will be issued as addenda.

If questions are received after 4:00 PM, Thursday, May 23, 2024, FCTS, in its sole discretion, will determine if additional addenda are required and whether to alter the bid due date. Prospective bidders will be advised of such activity.

FCTS 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.

The 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 FCTS is aware have obtained the IFB and posted on the MSBG website. The last addendum is expected to be provided no later than Friday, May 24, 2024.

A copy of all addenda that are issued should be included as a PDF in the bid package and each addendum should be initialed in the bottom of the document by the bidder.

16. BID OPENING

Submissions will be accepted until 4:00 PM on Monday, June 3, 2024. They will be publicly opened and read aloud at 10:15 AM on Tuesday, June 4, 2024. The bid opening location will be:

Franklin County Technical School Conference Room
82 Industrial Boulevard
Turner's Falls, MA 01376

The bid opening will be broadcast on zoom. Registration is required prior to the event. You may register using this link:

<https://us02web.zoom.us/meeting/register/tZ0vc-qprzlVHdb4dcMdKfkuccN7wrOdk0JZ>

Unforeseen Deterrents - If at the time of the scheduled bid opening, the designated site is unavailable due to circumstance beyond the control of FCTS, the bid opening will be automatically postponed (with or without notice to potential bidders) until 10:15 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 with the bid documents. 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 services on schedule as warranted as required in Warranty, in an intact and undamaged condition, and providing any support services in a professional and workmanlike manner.

18. 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.

19. INSURANCE

The selected vendor shall at all times during the term of the contract maintain insurance in full force and effect acceptable to Franklin County Technical School and the participating school districts. The selected vendor agrees to furnish FCTS with certificates of insurance or other evidence if requested.

WORKER'S COMPENSATION

Workers Compensation & Employers Liability	Per M.G.L. c. 149, s. 34 and c. 152 as amended.
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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

20. RULE OF AWARD

The Milk and Dairy bid will be awarded by zone to the responsive and responsible vendors for the 2024-2025 school year based on the aggregate bottom line total of the milk and dairy bid worksheet for each zone. It is possible that a single vendor can win the award for more than one zone depending on their pricing. Franklin County Technical School, in consultation with participating school districts, 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 the members of the participating Cities, Towns, and School Districts.

21. TIMEFRAME FOR AWARD

The bid award will generally take place no later than 2 weeks after the bid opening date at which time all parties will be notified.

22. RESERVED RIGHTS

Franklin County Technical School reserves the right to:

1. Cancel this IFB solicitation 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 a contract or contracts as it deems best serves the interest of FCTS 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 contract.
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 Cities, Towns, and School Districts.

23. CONTRACT TERM AND PRICING

This solicitation is seeking fixed pricing for the 2024-2025 school year, beginning on July 1, 2024 and ending June 30, 2025.

The cost of milk coolers has been separated from the unit cost for milk. The participating Cities, Towns, and School Districts are requesting a fixed annual charge for each cooler size, to be entered on the bid price worksheet in Section 3 - Milk Cooler Rental. This annual charge shall be billed to each City, Town, or School District in 10 equal installments, beginning in September and ending in June of the 2024-2025 school year.

All price entries and calculations submitted on this bid are considered by FCTS and the participating Cities, Towns and School Districts to represent the intent of the bidder.

There shall be no additional charges levied to any City, Town, or School District for fuel surcharge,

membership fee or any other charge or fee.

24. CONTRACT CONDITIONS

A sample copy of Franklin County Technical School's standard contract can be found in Appendix B. Vendors must be willing to sign this contract. FCTS will not accept a vendor'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.

The issuance of this solicitation does not constitute or imply a firm commitment by any eligible party to purchase goods or services from any contracted vendor.

Eligible parties will be the Cities, Towns, and School Districts under contract(s) awarded through this IFB. All transactions between eligible parties and contracted vendor(s) will be solely between those parties. Neither Franklin County Technical School, the participating Cities, Towns, and School Districts 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 Franklin County Technical School on behalf of the participating Cities, Towns, and School Districts. Any eligible party that purchases the goods and services 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 City, Town, or School District. If for some reason, a participating City, Town, or 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 FCTS of any issue relating to non-performance under the signed contract.

Either FCTS or the Vendor may terminate this agreement for cause upon fourteen (14) days 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. FCTS shall have the right to terminate this agreement for its convenience upon fourteen (14) calendar days of written notice.

Massachusetts Chapter 30B: UNIFORM PROCUREMENT ACT, Section 17 requires each SFA to issue their own contract with the winning vendor. Any resulting contracts may be terminated for cause or convenience by the City, Town, or School District, according to the terms of the individual contract with the vendor. Resulting contracts may also be terminated for cause by the vendor according to the terms of the individual contracts.

25. 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 Franklin County Technical School. 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 vendor. If a vendor, after having been awarded the bid, chooses to withdraw their bid, the vendor acknowledges that they may be considered non-responsible

for subsequent bid cycles.

Section 5 - Product and Performance Terms

26. QUALITY REQUIREMENTS AND PERFORMANCE STANDARDS

Milk and Dairy 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 their equivalent or an approved alternative pack and brand and shall be subject to all federal and state regulations applicable thereto.

The buyers reserve the right to request samples of any or all items for which a bid is submitted for testing; 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.

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. Cities, Towns, or School 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 and 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 City, Town, or School District shall have the right to cancel its purchase without recourse by the vendor, provided the City, Town, or 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 or vendors awarded the contract or contracts 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);
- Termination of Awarded Contract; and
- Determining the bidder is not a responsible bidder for future procurements.

27. PRODUCT INFORMATION

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

28. 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 Cities, Towns, or School Districts.

29. METHOD OF ACQUISITION

At the discretion of each participating City, Town, or School District, 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.

30. ORDERING AND DELIVERY OF GOODS

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

Delivery is to be once a week for a main delivery with a second consistent day in place for the City, Town, or School District to use as needed, or for the vendor to use for make-up deliveries. The second delivery can be sent to a location or locations agreed upon between the City, Town, or School District and the vendor, and as opposed to all delivery locations.

Notice is to be provided on outs and potential delivery substitutes to each City, Town, or School District by noon of the business day before delivery via email.

The winning vendor shall communicate with the Food Service Director or other designee of each City, Town, or School 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.

Cities, Towns, or School 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 City, Town, or School District.

The vendor may not impose a delivery minimum greater than \$150.00 per delivery location, regardless of whether it is the primary or secondary delivery day.

Product must be delivered at the correct internal temperature (frozen 0 degrees, refrigerated 34-40 degrees, and dry goods at room temperature). All product code dates shall be valid for at least 7 days from the date of delivery.

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.

Palletized items are not to be co-mingled. Dry, refrigerated, and frozen items must be separated.

31. SHORT TERM SUBSTITUTIONS AND ITEM REPLACEMENT

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 from the participating Cities, Towns, or School Districts must be notified by noon of the day before delivery and approve of any substitutions. Substitutions are to be provided of a comparable quality, if available, at the bid price per unit. If an item of comparable quality is not available at the bid price per unit, the vendor shall discuss other possible substitutions with the director prior to the delivery day.

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 of the same or superior quality in nutritional value, ingredients, CN data, and product formulation,

The vendor must provide full credit on and pick up 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.

Vendors are to provide a list of outages as well as potential substitutions to the director the day before the scheduled delivery. This communication is to be in a form acceptable to the director, such as an office phone, a cell phone, or an email.

32. RETURNS

The awarded vendor(s) will guarantee that upon inspection, any defective or inferior supplies shall be replaced without additional costs to the participating Cities, Towns, or School Districts. The vendor will assume any additional cost accrued by the participating City, Town, or School District due to defective or inferior supplies.

33. PRODUCT RECALL

The awarded vendor(s) must, upon receipt of a recall notice from the manufacturer or government, notify Franklin County Technical School, the MSBG Bid Coordinator, and the Cities, Towns, or School Districts who purchased the items being recalled, immediately by e-mail. Appropriate credit must be given for all recalled products.

34. 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 City, Town, or School District will be required to only pay for the amount ordered.

35. PAYMENT BY ELIGIBLE PARTIES

Franklin County Technical School 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 which include participating Cities, Towns, and School Districts.

Eligible parties are not obligated to make payment to the 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 City, Town, or School District policy and will be agreed upon by the vendor and individual City, Town, or School District.

Purchases made by the Cities, Towns, and 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 City, Town, or School District on request. The Cities, Towns, and School Districts are further exempt from payment of Federal Transportation tax and the Commonwealth of Massachusetts sales tax.

36. REBATE AND COUPON INFORMATION

The winning vendor(s) assumes responsibility to pass on all rebate and coupon information to all members of the participating Cities, Towns, and School Districts.

37. AUDITING

The participating Cities, Towns, and School Districts, the MSBG Bid Coordinator, and Franklin County Technical School all retain the right to audit vendor's invoices for any and all bid items. The audit may take place at any location suitable to the participating Cities, Towns, and School Districts, and MSBG, including the offices of the vendor. The vendor will be given no less than 2 weeks' notice to assemble all relevant documents for review.

38. BID COORDINATION

Franklin County Technical School is strictly the procurement agent for this Bid and is not responsible for the activities of the Bid Coordinator used by the participating school districts.

The participating Cities, Towns and School Districts receive the support of a Bid Coordinator, Tim Goossens of Food for Schools LLC, 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 information. The Bid Coordinator will work collaboratively throughout the term of any contracts awarded through this IFB. 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.

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 info@food4schools.com.

Once awarded, no item shall be deleted, changed, or discontinued by the vendor unless previously approved by the MSBG Bid Coordinator.

39. 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 Franklin County Technical School 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.

Section 6 – Applicable Laws

40. APPLICABLE LAWS

This procurement is conducted in conformance with M.G.L. c. 7, s. 22B and M.G.L. c. 30B and federal procurement regulations for the National School Lunch Program (see 7 CFR 210.21) and federal funds procurement generally (see 2 CFR 200.317-327). As per regulations, National School Lunch Program operators must ensure all costs are necessary, reasonable, allocable, and allowable per 2 CFR 200.403(a) and the applicable cost principles in 2 CFR part 200, subpart E, and that all procurements are conducted in a manner providing full and open competition consistent with Federal procurement standards in 2 CFR 200.318-327 and in applicable Program regulations at 7 CFR Parts 210.21, 215.14a, 220.16, 225.17 and 226.22. Failing to conduct a competitive procurement process is in violation of Federal regulations.

Government entities are exempt from Massachusetts sales tax and U.S. excise tax. Vendors should require that participating Cities, Towns, and School Districts provide a tax-exempt certificate with their orders.

41. 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 Milk and Dairy 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.

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

42. 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.

43. 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

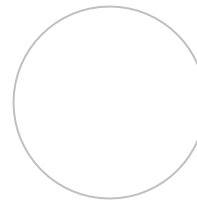
Fax

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 Franklin County Technical School, 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 Franklin County Technical School.

Authorized Agent of the Bidder:

Signature (blue ink please)



Printed Name

(If a corporation, attach certificate of vote or
apply corporate seal here)

Title

Date:

44. 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 is an authorized distributor of Milk and Dairy Products.
- The Bidder has been in business for a minimum of 1 year.
- The Bidder provisions in 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 Massachusetts.

Authorized Agent of the Bidder:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

45. CERTIFICATE OF NON-COLLUSION

As required under Chapters 233 and 701 of the Massachusetts Acts and Resolves of 1983 and as required under M.G.L. c. 30B certification must be made to the following by signing in the space indicated below. Failure to offer such a signature will result in rejection of the Bid.

“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 (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

46. CERTIFICATE OF TAX COMPLIANCE

“Pursuant to M.G.L. c. 62C, s. 49A, I certify under the penalties of perjury that to my best knowledge and belief the undersigned has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors and withholding and remitting child support.”

Authorized Agent of the Bidder:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

47. 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 (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

48. 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.
4. Bidder understands that the Massachusetts Conflict of Interest Law, M.G.L. c. 268A, applies to the Bidder and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Invitation for Bids.
5. Bidder understands that the Bidder and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law, or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Authorized Agent of the Bidder:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

49. CERTIFICATE OF COMPLIANCE WITH M.G.L. C. 151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) c. 151B and shall not discriminate on any prohibited basis outlined therein. The Bidder also hereby certifies that it shall comply with any and all applicable Commonwealth of Massachusetts Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Invitation for Bids.

Authorized Agent of the Bidder:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

50. 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 Franklin County Technical School and involved municipalities within one (1) business day of such debarment, suspension, or prohibition from practice.

Authorized Agent of the Bidder:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

51. LOBBYING ACTIVITIES

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 (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

52. 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 Franklin County Technical School 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 (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

53. HUB CERTIFICATION

Historically Underutilized Business (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 (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

54. ACKNOWLEDGEMENT OF SPECIFICATIONS

The undersigned certifies that they have read the IFB Specifications and agrees 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

55. RIGHT TO KNOW LAW PAGE

Any Bidder who receives an order or orders resulting from this invitation, agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, s. 8, 9, 10 and the regulations contained in 454 CMR 21.06 when deliveries are made. The Bidder agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F, s. 7 and the regulations contained in 454 CMR 21.05. Failure to submit an MSDS and/or label on each container will place the Bidder in noncompliance with the Purchase Order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action or prevent the Bidder from selling said substances or mixtures containing said substances within the Commonwealth. All Bidders furnishing substances or mixtures subject to M.G.L. c. 111F are cautioned to obtain and read the Law and Rules and Regulations referenced above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 (617-727-2834) for a fee.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

Authorized Agent of the Bidder:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

56. BUY AMERICAN ATTESTATION

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

I hereby certify that each item included in this submission meets the criteria for a domestic commodity for product as defined above or qualifies for one of the two exceptions as defined in the Buy American Procedure. Documentation for specific items shall be provided upon request of the group.

Authorized Agent of the Bidder:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Appendix B – Sample Contract

The following pages contain a sample contract that Franklin County Technical School will enter into with the selected vendor.

**FRANKLIN COUNTY TECHNICAL SCHOOL
AGREEMENT FOR GOODS AND SERVICES**

The Franklin County Technical School, acting by and through its School Committee and between the municipalities listed in the solicitation (hereinafter called the "Participants") and _____ of _____ (hereinafter the "Vendor"). The VENDOR agrees to provide the goods and services detailed in the bid dated _____ and submitted _____ in response to the Invitation for Bids for grocery products for the Mass School Buying Group (hereinafter the Consultant) dated _____.

1. PAYMENT

The Participants agree to pay the Vendor for goods and services as further described in the Invitation for Bid Specifications. The Franklin County Technical School, which has facilitated the bid on behalf of the Participants, will in no way be responsible for the actions of the Participants, and each Participant accepts sole responsibility for payment due to the Vendor. All scheduling, acceptance of products/services, and invoicing shall be done directly between the Vendor and the individual Participant.

2. CONTRACT DOCUMENTS

The following documents, together with this Agreement, constitute the entire agreement between the parties, and any documents not appended to this Contract are hereby incorporated by reference thereto:

- a. Invitation for Bids, dated _____
- b. Vendor's Bid, dated _____
- c. Contract Period _____

3. VENDOR'S RESPONSIBILITIES

The Vendor agrees to provide the goods and services described in the Invitation for Bids. The Vendor shall always act as an independent contractor, not an agent for, partner, or joint venturer with the District. Title to said materials and services shall not pass to the Participants until delivered and/or performed and accepted by the Participant, and the risk of loss shall be that of the Vendor until delivered and accepted by the Participant.

4. MODIFICATION, WAIVER OF CHANGE

No modification, waiver, or change shall be made to the terms and conditions of this Agreement except as may be mutually agreed upon in writing by all parties hereto.

5. COMPLIANCE WITH LAWS

The Vendor shall strictly observe and comply with all applicable Federal, State, and local laws, regulations, rules, by-laws, and codes that may govern the work to be performed under this Agreement, such provisions being incorporated herein by reference. The Vendor shall obtain all licenses and permits required to conduct activities pursuant to this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall defend, indemnify, and save harmless the Franklin Country Technical School, the Participants, and their respective officials, agents, and employees from and against all demands, claims, damages, liabilities, losses, costs, and expenses arising out of or resulting from any work performed under this Agreement including but not limited to any negligent acts, errors or omissions of the Vendor.

7. TERMINATION

Franklin County Technical School may terminate this Agreement at any time for cause or convenience by giving the other parties fourteen (14) days of written notice. If such termination is without fault of the Vendor, the District shall pay the Vendor all compensation and reimbursements due to the Vendor up to the date of termination, including proportionate payment for completed portions of uncompleted work. Such payment shall not exceed the fair value of the work, as the District shall determine. Massachusetts Chapter 30B: Uniform Procurement Act, Section 17 requires each SFA to issue their own contract with the winning Vendor. Any resulting contracts may be terminated for cause of convenience by the City, Town, or School District according to the terms of the individual contract with the Vendor. Resulting contracts may also be terminated for cause by the vendor according to the terms of the individual contracts.

8. APPLICABLE LAW

This Agreement shall be deemed to be executed and delivered within the Commonwealth of Massachusetts and shall be governed and construed in accordance with the laws of said Commonwealth.

9. ENTIRE UNDERSTANDING

This Agreement, together with the attachments hereto, if any, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

FRANKLIN COUNTY TECHNICAL SCHOOL

VENDOR

By: (Print Name)

By: (Print Name)

Signature

Signature

Date

Date