

Metropolitan Area Planning Council

Seafood for Schools

Request for Proposals

RFP #MAPC 2018 Seafood for Schools

Solicited in partnership with Cities, Towns and School Districts from Eastern and Central Massachusetts represented by the Metropolitan Area Planning Council, the Southeast Planning and Economic Development District, Old Colony Planning Council, Merrimack Valley Planning Council, Cape Cod Commission and Central Massachusetts Regional Planning Council.



Metropolitan Area Planning Council, 60 Temple Place, 6th Floor, Boston, MA 02111

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Legal Notice

The Metropolitan Area Planning Council (MAPC), acting on behalf of Cities, Towns and School Districts from Eastern and Central Massachusetts and the Southeast Planning and Economic Development District, Old Colony Planning Council, Merrimack Valley Planning Council, Cape Cod Commission and Central Massachusetts Regional Planning Council, seeks proposals from qualified vendors to procure seafood products appropriate to K-12 student populations, particularly from underutilized and undervalued species, that meet the needs of school districts in the participating regions. The RFP will be available 10:00 AM – 5:00 PM, Mon – Fri, between February 5 and February 20, 2018 by e-mailing mfine@mapc.org. The RFP document will be emailed unless otherwise requested. A Vendor Conference will be held on Thursday March 1, 2018 at the Metropolitan Area Planning Council offices in Boston, 60 Temple Place at 1pm. Sealed proposals will be due March 14, 2018 at 12:00 PM at MAPC, 60 Temple Place, 6th Floor, Boston, MA 02111. MAPC will be the contracting authority. A contract or contracts will be awarded to the eligible, responsive, and responsible vendor(s) identified as offering the most advantageous proposal(s). The initial term of any contract(s) resulting from this RFP will be from date of execution through March 1, 2019 with the option to renew for two additional one-year terms at the sole discretion of MAPC. MAPC reserves the right to accept or reject any and all proposals, or any part or parts thereof, and to cancel this solicitation at any time. No bid bond is required.

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1 General Information

This is a Request for Proposals (RFP) issued by the Cities, Towns and School Districts of Somerville, Cambridge, Triton Regional, Weston, Waltham, Methuen, Quincy, Watertown, Milton, Medford.

Proposal Due Date: March 14, 2018 at 12:00 PM

Proposal Subject: Seafood for schools

RFP Number: MAPC 201 Seafood for Schools

RFP Availability: The RFP may be obtained between February 5, 2018 and February 19, 2018 by contacting Mark Fine, MAPC, by email at mfine@mapc.org or by phone at 617.933.0789.

Return RFPs to: Mark Fine

Metropolitan Area Planning Council

60 Temple Place, 6th Floor Reception

Boston, MA 02111

This procurement conforms to the requirements of M.G.L. c. 7, s. 22B and M.G.L. c. 30B. This procurement is also done in compliance with federal procurement regulations for the National School Lunch Program (see [7 CFR 210.21](#)) and procurement using federal funds generally (see [2 CFR 200.317-326](#)). 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-.326 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.

Please read this entire document before responding or submitting questions.

1.1 General Submission Requirements

Competitive proposals for the goods and services specified will be received by MAPC, at the above specified location, until the time and date cited. Faxed or emailed submissions will not be accepted. Proposals must be in the actual possession of MAPC on or prior to the exact time and date indicated above according to MAPC's 6th floor reception area clock. Late proposals will not be considered.

At a minimum, vendors must submit all materials requested in accordance with this request for proposals and in the order and format requested in order to be considered complete and responsive. Vendors whose proposals are complete and meet minimum quality requirements and general

proposal requirements will have their proposals reviewed. Meeting minimum and general proposal requirements does not mean that a vendor will be selected for the project.

It is mandatory that Price and Non-Price proposals be submitted in separate sealed envelopes.

Proposals must include the following:

- One original Price proposal and one electronic copy of the Price proposal on a CD/DVD or USB memory stick in a sealed envelope clearly marked with the words: “MAPC 2017 School Seafood Products” as well as the Proposer’s name. Please use the Price Proposal spreadsheet provided in this RFP.
- One original Non-Price proposal, eight hard copies, and one electronic copy of the Non-Price proposal on a CD/DVD or USB memory stick in a sealed envelope or box clearly marked with the words: “MAPC 2017 School Seafood Products – Non-Price Proposal” as well as the Proposer’s name.

Proposals must include the signed forms provided in this RFP.

See Section 5 for a complete listing of materials required for proposal submission.

2 Introduction

2.1 Introduction

2.1.1 Metropolitan Area Planning Council (MAPC)

MAPC is the regional planning agency (RPA) for the greater Boston region. It is a governmental entity established by M.G.L. c. 40B, s. 24, et al, to maintain a regional perspective on growth, development, and governance for the welfare of the region. It is qualified as a collective purchasing entity under M.G.L. c. 7, s. 22B. This procurement is being done with MAPC's counterpart agencies as noted previously: the Southeast Planning and Economic Development District, Old Colony Planning Council, Merrimack Valley Planning Council, Cape Cod Commission and Central Massachusetts Regional Planning Council.

2.1.2 Program Goals

The goal of this procurement is to enable more school districts in Eastern and Central Massachusetts to easily and consistently obtain regional seafood products, particularly from underutilized or undervalued species that are abundant in New England's waters and affordable for school purchasers. There are numerous advantages to such an arrangement for local school districts, seafood vendors and the fishing community.

Through the procurement process and contractual relationship, seafood vendors gain an avenue by which to market their products to schools (without facing procurement regulatory barriers); and school food directors obtain an easy means of legally procuring such products. School districts use federal funds from the Department of Agriculture (USDA) for their school lunch programs. All food purchased using these funds must be procured through a competitive process as per federal regulation. As opposed to each individual district running an involved and time consuming process themselves, MAPC, as a statutory political subdivision of the Commonwealth (MGL c.40B), can administer this procurement for them all, saving them significant time and money.

Often public purchasers are put off from exploring new products because of bureaucratic requirements; and, equally true, many entrepreneurs decline to sell to public bodies because they do not know how to negotiate public procurement processes. Emblematic of this dilemma, some schools that are already serving local seafood purchase in very small amounts to stay below purchasing thresholds requiring a competitive procurement process. This RFP will enable more schools to purchase local seafood at higher volumes more consistently throughout the year without fear of running afoul of procurement regulations. This RFP helps eliminate those barriers, bringing seafood vendors together with school districts through an easy-to-use procurement that will enable more local fish to be served in school kitchens. Getting more underutilized and undervalued fish into schools also supports the viability and stabilization of the economic environment for local commercial fishing and seafood industries and communities.

2.1.3 Request for Proposals (RFP)

The primary objective of this RFP is to procure underutilized and undervalued seafood products, appropriate to student populations that meet the needs of school districts in the participating regions. Proposals are requested for furnishing various seafood products. As per the goals cited above, participating municipalities are seeking to increase the amount of local seafood products in their schools and to be able to trace the source and origin of their seafood products.

2.1.4 Use of Contracts

Use of resulting contracts is voluntary. This solicitation is intended to provide access to qualified Vendors within the controlling laws of the Commonwealth of Massachusetts. It does not constitute or imply a firm commitment by any eligible party to purchase seafood products from any contracted Vendor. The ability of Vendors to perform as proposed, to be price competitive, and to offer quality products and service will be key to their sales success. Nothing in this RFP 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, or from the Selected Vendors at any time during the Contract term.

Eligible parties will be the buyers under contract(s) awarded through this RFP. All transactions between eligible parties and contracted vendor(s) will be solely between those parties. Neither MAPC, 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.

2.1.5 Direction of Work

This contract will be awarded and administered by MAPC on behalf of the participating regional bodies and their 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.

2.2 Decision to Use Request for Proposals

MAPC has determined that price, although significant, is not the sole, nor always the primary factor in Buyers' decisions when considering the specialized experience of Vendors, their commitment to quality products and customer service, as well as the range of product suitability, quality, and point of origin. For these reasons, MAPC believes that the RFP process will best achieve this end.

MAPC reserves the right to cancel all or any Section of this solicitation if in its judgment doing so is in the best interest of MAPC and the eligible entities. MAPC also reserves the right to accept or reject, in whole or in Section, any and all proposals as permitted by law.

2.3 *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 200.317-326](#)). 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-.326 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.

Other applicable laws and regulations include:

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.

Government entities are generally exempt from Massachusetts sales tax and U.S. excise tax. Vendors should require that Buyers provide a tax exempt certificate with their orders.

2.4 *Definitions*

The following terms and definitions are used in this Request for Proposals (RFP).

Eligible Entities/parties	Those governmental entities on whose behalf MAPC is conducting this procurement including Cities, Towns and School Districts from Eastern and Central Massachusetts represented by the Metropolitan Area Planning Council, the Southeast Planning and Economic Development District, Old Colony Planning Council, Merrimack Valley Planning Council, Cape Cod Commission and Central Massachusetts Regional Planning Council..
Underutilized or Undervalued Seafood Species	These are fish species that are considered underused (i.e. fishermen are landing less than half of what they are allowed to responsibly harvest in a given year) in consumer markets but are locally abundant and represent sustainable alternatives and complements to more popular food fish stocks. Examples include Atlantic Pollock, Atlantic Silver Hake, Atlantic Spiny Dogfish and Acadian Redfish.
Buyer(s) Eligible Buyer(s)	Agents of those eligible parties who have subscribed to the contract(s) resulting from this procurement.
Contract	Any contract or contracts resulting from this procurement.
Days	Calendar days, unless otherwise specified.
Performance	Any act by a Vendor required or intended to provide or further the provision of a product or service to a Buyer, including adherence to pricing, availability, performance periods and all other promises made in a Vendor's proposal, and promises regarding quality of workmanship and written or implied warranties.
Product(s)	General reference to any and all items offered in a proposal.
Proposer/Bidder	Any vendor, distributor, processor or other offering seafood products. The vendor who submits a proposal in response to this solicitation and will be the party executing a contract.
Purchase Order	Any binding written expression of intent to purchase conveyed by a Buyer to a Vendor.

RFP	This request for proposals.
Vendor	Any party to whom a contract has been awarded under this procurement. <i>Requirements pertaining to Proposers and Vendors may vary.</i>

2.5 Contract Term

TERM	FROM	THRU
Initial Term	Execution date	March 1, 2019
1 st Extension	March 2, 2019	March 1, 2020
2 nd Extension	March 2, 2020	March 1, 2021.

Contracts will be in effect from their dates of execution through March 1, 2019.

2.6 Contract Extensions

Each contract will be eligible for two (2) additional one (1) year extensions, ending March 1, 2020 and March 1, 2021.

MAPC reserves sole discretion to extend contracts, but will do so in consultation with participating regional bodies and participating school districts.

In the event new contracts have not been procured and awarded by December 31, 2018, MAPC may elect to extend current contracts for an additional period of time until new contracts have been procured and awarded. However, in no instance shall any contract term, including extensions, exceed three (3) years in total.

Except as provided elsewhere in this RFP, there will be no change in the terms and conditions, proposal prices, or products offered during the contract periods.

2.7 RFP Availability

The RFP may be obtained between February 5, 2018 and February 19, 2018.

Email requests must contain Vendor's:

- Contact person name

- Company name
- Street address, city, state and zip
- Phone and email address

RFP documents will be emailed unless delivery via U.S. Mail is specified by the requestor.

Contact:

Primary: Mark Fine	617.933.0789
Email	mfine@mapc.org
Fax	617.423.0584

2.8 Proposers Conference

There will be a conference for interested prospective proposers on **Thursday March 1, 2018 at the Metropolitan Area Planning Council offices in Boston, 60 Temple Place at 1pm**. Please contact Mark Fine to inquire about the Conference.

2.9 Bid Bond

No Bid Bond is required.

3 Products and Quantities

3.1 Seafood Products Being Sought

This RFP is seeking high-quality seafood products that are suitable for and can be provided in sufficient quantities to K-12 public schools in Eastern and Central Massachusetts. The products can be fresh or frozen and can be already processed (e.g. breaded the fish) when provided to schools. In particular, this RFP is seeking seafood from underutilized and undervalued species, although Proposers can propose any seafood product they believe is suitable for student populations. Additionally, product that is landed in New England ports and caught in waters off or near New England are preferred and for each seafood product proposed, Proposers are asked to note the origin of the product.

As per federal regulation, Proposers/Vendors must comply with the Buy American Provision found in 7 CFR Part 210.21(d). Further information on Buy American Provisions can be found here:

<http://www.fns.usda.gov/sites/default/files/cn/SP24-2016os.pdf>

3.1.1 Product Requirements and Proposals

A spreadsheet is provided in Appendix A which Proposers will use to list and describe the seafood products they propose in response to this RFP. The spreadsheet seeks the following information: the product name, including the common or market name of the fish, the scientific name of the species, a basic product description, whether the product can be provided fresh or frozen or both, how the product is processed, the region where the fish is harvested (e.g. New England, Mid-Atlantic, Alaska, etc), and the ports where the fish is usually landed. Proposers can offer any number of products from one on up, but Proposers that can offer a range of products, landed locally, from underutilized or undervalued species will score higher on the evaluation.

Please note that the spreadsheet in Appendix A will be different then the spreadsheet that provides the product price, which will be at Appendix B. This is because technical and price proposals must be evaluated separately as per Massachusetts procurement law. Please DO NOT provide any price information in Appendix A. The price information you will need to provide in Appendix B will be described later in Section 5.3 (Price Proposal Preparation).

3.2 Estimated Quantities

More than 200 school districts in Eastern and Central Massachusetts will be able to use this contract for purchasing proposed seafood products. For many districts, it may be the first time they are purchasing the proposed seafood products and therefore the estimated quantity cannot be accurately assessed. Regular sales reports will be required from Vendors awarded a contract during the contract term and these reports will enable quantities to be determined going forward.

3.3 Contract Value

Given this is a new procurement area for many area school districts, the value of the pending contracts cannot be determined accurately at this time.

4 RFP Process

4.1 Overview

This procurement process is comprised of the following elements.

- This solicitation
- Receipt of Proposals
- Qualification of Proposers
- Evaluation of Proposers and Non-Price Proposals
- Evaluation of Price Proposals
- Determinations of Awards
- Contract Executions
- Program Implementation
- Contract Extensions

While it is the intention of MAPC to award contracts by way of this procurement, MAPC reserves the right to cancel all or any Section of this solicitation if in its judgment doing so is in the best interest of MAPC and eligible entities.

4.2 Procurement Timeline

1. Advertise in Goods & Services Bulletin	February 5, 2018
2. Advertise in Boston Herald	February 5, 2018
3. Post to MAPC	February 5, 2018
4. RFP Available	February 5, 2018
5. Proposer's Conference	March 1, 2018
6. Last date to Submit Written Questions	March 5, 2018
7. Last Addenda Issued	March 7, 2018
8. Proposal Due Date	March 14, 2018
9. Anticipated Notice of Awards	Mid-Late March

All questions and other communications related to this RFP should be directed to Mark Fine at mfine@mapc.org or 617.933.0789.

4.3 Rule of Award

MAPC and its partners have determined that identification of the most highly advantageous proposals for the goods and services called for in this RFP requires comparative judgment of factors in addition to cost. Contracts will be awarded to those eligible, responsive, and responsible Vendors whose proposals are determined to be the overall most highly advantageous taking into consideration minimum quality requirements, comparative evaluation criteria set forth in the RFP and composite ratings as well as price.

An Evaluation Committee selected by MAPC will evaluate proposals and recommend awards by MAPC to the responsible and responsive Vendors whose proposals it determines to be the most overall highly advantageous of those received. MAPC, as the contracting authority, will make the final determination of awards. Although multiple contracts are expected to be awarded, the number of awards will be determined on the basis of the competitiveness of the proposals received.

Only those Vendors who submit all required forms and materials and whose proposals conform to the requirements set out in this Request for Proposals will be considered responsive. Determination that a Vendor is responsible (i.e. Proposer has the integrity, capability, and reliability to do the work) will be based upon financial stability and an evaluation of references. MAPC reserves the right to perform whatever additional due diligence they deem necessary to determine that the Proposer is responsible including, but not limited to, acting as their own reference.

MAPC may request additional clarifying information from a Proposer during this evaluation process.

MAPC will promptly notify Vendors awarded contracts upon conclusion of the evaluation process.

MAPC is required by law to overlook “minor Non-Price formalities” such as misspellings and other non-material errors. MAPC may, at its sole discretion, waive strict compliance with RFP requirements that are not required by law, when it determines that so doing is in its best interest and that of Participating municipalities. MAPC is further required to correct arithmetic errors where the intent is obvious, but cannot do so where intent is not obvious.

4.4 Selection Process

In accordance with M.G.L. c. 30B, Non-Price Proposals must be evaluated by either MAPC or an evaluation committee selected by MAPC. This procurement will employ an evaluation committee. The names of evaluators are not a matter of public record prior to, or during the evaluation process.

Committee members will independently review all proposals that meet the *Minimum Quality Requirements* listed in this document. They will evaluate the proposals based on the evaluation criteria set out in this document. Each Evaluation Committee member will assign a rating to each evaluation criterion. MAPC will then convene the Committee to review their evaluations and attempt to arrive at agreement on composite ratings for each proposal.

The Evaluation Committee will assign each responsive Non-Price Proposal submitted by Vendors one of the following composite ratings:

- Highly Advantageous
- Advantageous
- Not Advantageous

Proposers may be invited to give product presentations to the Evaluation Committee in person or via teleconference. MAPC reserves the right to invite a subset of Proposers to give presentations based on superior evaluations of those Proposers' Non-Price Proposals.

After a rating has been determined for each Non-Price Proposal, MAPC or its designee will open and review the Price Proposals and determine the most highly advantageous Proposals, taking into consideration the composite ratings and price.

Although proposals that are not the lowest in price may be selected for award, price is still a factor.

In selecting proposals that are not the lowest in cost, MAPC will explain in writing why the added benefits of the selected Proposals justify the higher prices. The evaluation team is permitted to recommend that contracts be awarded to more than one Vendor if it determines that such an award will best serve the intent of this RFP and the interests of the eligible parties.

4.5 Contract

A sample copy of MAPC's standard contract can be found in Section 10 of this RFP. Proposers must be willing to sign MAPC's contract. MAPC will not accept a Proposer's own terms & conditions.

Contract Terms will be for periods as set out in Section 8 of this RFP. Contracts may be extended for up to two (2) additional twelve (12) month terms. MAPC retains sole right to exercise extensions in consultation with Participating municipalities. Decisions to extend contracts will be based on Vendor performance. In the event new contracts have not been procured and awarded before the end of a 2nd contract extension, MAPC may elect to extend contracts for an additional period of time until new contracts have been procured and awarded. However, in no instance shall any contract term, including extensions, exceed three (3) years in total.

MAPC will make all reasonable efforts to award contracts within thirty (30) days of the Proposal Due Date. The time for award may be extended for up to an additional thirty (30) days, for a total of sixty (60) days, by mutual agreement between MAPC and Proposers.

Contract recipients MUST return executed originals to MAPC within seven (7) business days of their receipt of contracts signed by MAPC.

This RFP document, any Addenda issued, all included forms and requirements, and vendor's proposal will be incorporated by reference into any resulting Contract.

All relevant correspondence giving rise to obligations of the parties or clarification of the business relationship defined by the aggregation of RFP related documents will also be incorporated by reference into any resulting contract.

Except, as provided elsewhere in this RFP, there will be no change in terms and conditions, proposal prices, or product specifications during the Contract term and extension thereof.

Vendor refusal to execute contracts, or failure to return executed originals within the specified timeframe without MAPC's written consent, will result in cancellation of the award, and a negative reference regarding future MAPC procurements.

4.6 Authorization to Proceed

Upon receipt of executed contracts from Vendors, MAPC will issue a written "Authorization to Proceed" after which Vendors must begin accepting orders in full compliance with the requirements of this RFP and their Proposals within fifteen (15) days.

MAPC will notify the Participating municipalities that Buyers may make purchases from the selected Vendors as executed contracts are received. MAPC will also provide downloadable versions of the RFP, successful proposals, and executed contract documents on its website at <http://mapc.org> for the purpose of full disclosure and cross-referencing by Buyers.

Vendors will be required to implement without undue delay all other commitments required by the RFP and their contract, as well as those voluntarily offered in their Proposals.

5 Proposal Preparation

5.1 General Requirements

The following general requirements and cautions apply to Proposal preparation.

- For purposes of this RFP, the Proposer is the vendor who submits a proposal in response to this solicitation and will be the party executing a contract.
- Proposals MUST be received by MAPC at their reception desk at 60 Temple Place, 6th Floor, Boston, MA 02111 no later than Thursday March 14, 2018 at 12:00 PM, Noon as indicated on the clock in MAPC's reception area.
- Price Proposals and Non-Price Proposals MUST be submitted in separate, sealed packages.
- Proposers MUST submit all required documents, forms, and materials as instructed in this RFP in the order and format specified and meet the Minimum Quality Requirements in order to be considered responsive. Proposals of the Proposers who have done so will be evaluated, but are not guaranteed a contract.
- All Proposals MUST contain all originally completed and signed forms provided in this RFP. Faxed or emailed pages will not be considered.
- The Proposal document MUST be submitted with original ink signatures by the person authorized to sign the Proposal (blue ink is preferred).
- Proposals MUST be signed by a duly authorized officer(s) eligible to sign contract documents for the Vendor. Proof of such authorization must be included.
- The Proposal MUST indicate the responsible entity, which must also be the signatory on all documents.
- Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity.
- Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a consortium, joint venture, or team to perform will not relieve the other party or parties of total responsibility for performance.
- All forms MUST be signed by the same authorized person for the Proposer who will be signing the contract.

- Erasures, between the lines insertions or other modifications to a proposal MUST be initialed in original ink by the authorized person signing the offer.
- Periods of time, stated as a number of days, shall be calendar days unless otherwise indicated.
- It is the responsibility of all Proposers to examine the entire RFP packet and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing an offer confers no right of withdrawal after the Proposal Due Date.
- Electronic copies should be submitted on properly labeled portable media (CD/DVD or USB memory stick). Electronic versions MUST mirror paper versions exactly.
- Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and will be weighed as such in the evaluation phase.
- Since all or a portion of the successful RFP response may be incorporated into any ensuing Contract, all prospective Proposers are further cautioned not to make claims or statements that cannot be subsequently included in a legally binding agreement.
- In all cases where a Proposer offers a product or service, including, but not limited to warranty, that exceeds any standards or specifications or requirements set out in this RFP, such offers will be considered binding obligations requiring performance by the Proposer.
- MAPC and participating regional agencies and their municipalities assume no liability for and will not reimburse any costs or expenses incurred by any Proposer (whether or not selected) in developing Proposals in response to this RFP.
- Proposals will remain in effect for a period of 60 days from the deadline for submission of proposals, until a contract is executed, or this RFP is canceled whichever comes first.
- It cannot be repeated enough that Proposers MUST follow the instructions for preparing the Non-Price Proposals and the Price Proposals.

5.2 Non-Price Proposal Preparation

Non-Price Proposals MUST

- Be submitted in the following required format.
- Sections must be separated using tabbed divider pages.

- Tabbed divider pages should be properly labeled with the required section headings.
- Include all detailed information and supporting documentation necessary to satisfy all requirements of this RFP and enable the evaluation of the Proposals against the Evaluation Criteria.

Proposers are reminded that all information and statements provided will be considered true, accurate, and binding representations of the Proposers intentions and commitment in responding to this RFP. Any such representations constitute legal obligations on the Section of the Proposer to perform as stated and that failure to so perform may be used by MAPC as grounds to terminate the contract.

Non-Price Proposals MUST be divided into the following tabbed sections

- Tab 1 – Introduction
- Tab 2 – Minimum Quality Requirements (documentation/attestation that the Proposer meets the requirements described below)
- Tab 3 – Capabilities & Experience Descriptions
- Tab 4 – References
- Tab 5 – Appendix A Product Proposal Spreadsheet

Tab 1 - Introduction

In Tab 1, Proposer must complete and submit the required forms (which are all included in Section 9) provided in the RFP in the following order:

- Cover Letter (template to be typed on Proposer's letterhead)
- Proposal Signature Page
- Certificate of Non-Collusion
- Certificate of Tax Compliance
- Conflict of Interest Certification
- Certificate of Compliance with M.G.L. c. 151B
- Certificate of Non-Debarment
- Additional Certifications

- Right to Know Law Page

Proposer must also provide the following additional forms or information if applicable:

- List of subcontractors with full contact information

Tab 2 - Minimum Quality Requirements

Proposers must meet certain minimum quality requirements in order to be considered for further evaluation and contract award under this RFP.

In Tab 2 of their Non-Price Proposals, proposers must complete and submit the “Minimum Quality Requirements Form” provided in the RFP. Proposers should provide documentation supporting their ability to meet each of the Minimum Quality Requirements in Tab 2 alongside the Form. These include evidence and attestation that the proposer:

- Is actively engaged in the sale and provision of the goods solicited by this RFP.
- Has a Point of Contact who can be reached at all times during delivery and business hours.
- Has a Hazard Analysis Critical Control Point Program (HACCP) for all areas of service and products including but not limited to: purchasing, temperature control, receiving, holding, storage, transportation and delivery. All HACCP records must be documented and available for review.
- Complies with all relevant US Department of Agriculture, Food and Drug Administration and US Department of Commerce regulations to ensure that the seafood they provide is of the highest quality and safe to eat.
- Has submitted all required forms and information. Provided all forms, documents, and other information required by this RFP to thoroughly evaluate the proposal.

Failure to respond affirmatively to any of the quality requirements, or providing a qualifying statement, may result in rejection of the proposal.

Tab 3 – Experience and Capabilities

In Tab 3, Capabilities & Experience, the Proposer must provide the following:

- A description of the experience of the Vendor in providing the seafood products being sought.
- A description of the Vendor’s history of working with school districts or other similar institutional clients, including the size, scope and duration of such engagements.

- A description of the Proposer’s ability to provide a range of seafood products, particularly from underutilized and undervalued species; to provide products that are fresh or frozen or both, and product that is processed in ways that are suitable for K-12 student populations; to obtain fish from within or near New England and that are landed in New England ports; and the ability of the Proposer to identify and provide information on where the specific seafood products that are delivered to schools originate from.
- A description of the Proposer’s distribution capabilities and ability to supply the products being sought in this RFP for school districts across the region. A Proposer does not have to be able to provide seafood to all school districts across Eastern and Central Massachusetts to be awarded a contract. Proposers should describe what they can do, and any delivery constraints, including whether they have any minimum delivery requirements. They should also describe when during the week they can make deliveries and whether there are certain days and times to which they cannot make deliveries.

The “Experience and Capabilities” measures listed above, which Proposers are asked to describe, will inform the criteria by which the proposals will be evaluated. Section 7 “Evaluation Criteria”, further describes the criteria by which Non-Price Proposals will be evaluated.

Tab 4 - References

In Tab 4, the Proposer shall provide three specific references. These references must be provided in writing using the Reference Template provided in Appendix C. Proposers must ask their three references to fill out the Template answering all the questions therein to the best of their ability. References must be from a minimum of three (3) contracts/orders with governmental and/or commercial customers that demonstrate recent and relevant past performance. Recent is defined as within the last three (3) years. Relevant is the provision of products and/or services similar in size, scope and duration as that described in this RFP. The Proposer must provide the three references alongside the information sought below, and include it in this Tab of their response.

The Evaluation Committee reserves the right to contact references to verify project scope and dollar value and obtain additional past performance information. The Vendor shall provide telephone and e-mail contact information for the key personnel for each reference.

REFERENCES	
Period of Contract	
Contract \$ Value or Value of Sales	
Point of Contact (PoC) Name	
PoC Title	

REFERENCES	
PoC Email	
PoC Phone	
Summary of Services Provided to Reference	

Tab 5 – Provide Appendix A - Product Proposal Spreadsheet

In Tab 5, Proposers shall include the spreadsheet in [Appendix A](#) which they will use to list and describe the seafood products they propose in response to this RFP. As described previously, spreadsheet seeks the following information: the product name, including the common or market name of the fish, the scientific name of the species, a basic product description, whether the product can be provided fresh or frozen or both, how the product is processed, the region where the fish is harvested (e.g. New England, Mid-Atlantic, Alaska, etc), and the ports where the fish is usually landed. Proposers can offer any number of products from one on up, but Proposers that can offer a range of products, landed locally, from underutilized or undervalued species, will score higher on the evaluation.

Please note that the spreadsheet in Appendix A (to be submitted in Tab 5) will be different then the spreadsheet that provides the product price, which you can find at Appendix B. This is because technical and price proposals must be evaluated separately as per Massachusetts procurement law. Again. Make sure you DO NOT provide any price information in Appendix A. The price information you will need to provide in Appendix B will be described in Price Proposal Preparation section below.

5.3 Price Proposal Preparation

Proposers shall make their **Price Proposal** by filling out the spreadsheet in [Appendix B](#). In this spreadsheet Proposers must enter the product name making sure it is exactly the same name as provided in Appendix A for that product. They must then enter the version of the product they are bidding if offered at different prices for frozen, fresh or processed versions of the product. If they offer only one version or the price is constant for all versions under that product name, they can just

provide one price. After entering the product name, and any versions of that product, Proposers must then give the weights and pack sizes for those products, noting the price difference for each individual version of that product. Proposers must provide a specific price for each product. Even where a Proposer can be flexible in what weights or pack sizes they can provide, Proposers are asked to provide a usual weight or pack size for the products they offer in the spreadsheet.

Proposed prices shall be inclusive of everything necessary for furnishing the item(s) specified including all labor materials, fees delivery costs, service, proper packing and related items. Proposers can however note in the column provided for it in Appendix B, whether there is any additional delivery charges for deliveries over a certain distance, and what those charges are (by mileage or geography). If such charges are not noted in the price proposal sheet, they will not be chargeable under this contract.

Prices provided in the spreadsheet will be the price for that product for the entire first year of the contract – and can only be adjusted higher in subsequent contract years if the contract is extended.

The proposed pricing **MUST ONLY APPEAR** in the Appendix B spreadsheet and be submitted in a separate sealed envelope from the Non-Price Proposal: inclusion of proposed pricing in any part of the Non-Price Proposal may cause vendor disqualification.

6 Proposal Submittal

6.1 Proposal Packages

Price Proposals and Non-Price Proposals MUST be submitted in separate, sealed packages. Proposal submissions that do not conform to this protocol could be rejected as non-responsive.

The Sealed Non-Price Proposal displays on all outer and inner packaging including shipping packaging

- RFP#
- Proposer Name
- Proposal Due Date

The Sealed Non-Price Proposal Contains

- One (1) unbound paper original
- Six (6) bound paper copies
- One (1) electronic **single-file**, searchable PDF copy on a properly labeled, portable media
- One (1) electronic Microsoft Excel copy on a properly labeled, portable media of product specification spreadsheet included in Appendix A of this RFP.

The Sealed Price Proposal, which is the Spreadsheet in Section 12, displays on all outer and inner packaging including shipping packaging

- RFP#
- Proposer Name
- Proposal Due Date

The Sealed Price Proposal Contains

- One (1) unbound paper original
- One (1) electronic **single-file**, searchable PDF copy on a properly labeled, portable media

6.2 Submittal

Submit Proposals To:

Mark Fine

Metropolitan Area Planning Council

60 Temple Place, 6th Floor, Boston, MA 02111

No later than Wednesday, March 14, 2018 at 12:00 PM as read on the clock in the 6th floor MAPC lobby.

If at the time of the scheduled Proposal due date the designated site is unavailable due to circumstances beyond the control of MAPC, the proposal due date will be automatically postponed with or without notice to potential proposers until 12:00 p.m. Noon at the same location on the next normal business day. In the event the same location cannot be used to accommodate a postponement, the Proposal due date will be formally postponed with notification to all parties provided documents by MAPC. Proposals will be accepted until any postponement time.

Late proposals and proposals that are not submitted in separate, sealed non-Price and price proposal packages may be rejected. It is the sole responsibility of a Proposer to ensure that the Proposal arrives on time at the designated place. It is strongly recommended that Proposals are mailed or delivered in advance of the due date and time.

6.3 Questions & Addenda

Failure of any Proposers to read and become familiar with any portion of this RFP will not relieve them from any of the obligations described herein.

Proposers are asked to notify MAPC promptly of any ambiguities, inconsistencies or errors they discover upon examination of the RFP. Questions and inquiries will not be answered directly. All questions and requests for clarification must be received ***in writing via email*** by March 5, 2018 to mfine@mapc.org.

If such requestor notifications are received after the “Addenda Issue” date, then MAPC, in its sole discretion, will determine if additional addenda are required and whether to alter the proposal due date. MAPC will advise all prospective Proposers of such activity.

MAPC reserves the right to disqualify any Proposer 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.

Responses to inquiries regarding interpretation or clarification that affect all Proposers and corrections or changes to the RFP will be issued as Addenda. Addenda will be distributed via email or fax to all parties that MAPC is aware have obtained the RFP no later than the “Addenda Issued” date

above, unless notification otherwise has been sent to all parties. In such an event, MAPC may elect to alter the proposal due date.

Proposers should contact either of the MAPC contacts above if they are concerned that they have not received an addendum.

MAPC maintains a record of addenda sent to all parties who have received the RFP documents. Confirmation of a successfully sent (i.e. received) fax or the lack of a return email message that an email delivery failed will be considered proof of delivery. To ensure that Proposers have taken all addenda into consideration, acknowledgement of receipt of each addendum issued must be noted in the space “Addendum #” provided on the Proposal Signature Page provided in this RFP.

6.4 Corrections, Modifications & Withdrawal of Proposals

Proposals must be unconditional. However, a Proposer may correct, modify, or withdraw a proposal by written notice if received by MAPC prior to the proposal due date. Modifications must be submitted in a sealed envelope clearly labeled “Modification No. ___”. Each modification must be numbered in sequence and must reference the original RFP.

Proposers may not, after the proposal due date, change any provision of the proposal in a manner prejudicial to the interest of MAPC, eligible entities, or fair competition. Minor informalities e.g. minor deviations, insignificant mistakes, and matters of form rather than substance, will be waived or the Proposer will be allowed to correct them. If a mistake is obvious and the intended correct wording, figure or calculation is clearly evident on the face of the proposal document, the mistake will be changed to reflect the apparent correct meaning and the Proposer will be notified in writing; however, the Proposer may not withdraw the proposal. A Proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct wording, figure or calculation is not similarly evident.

6.5 Disclosing Who Bid

A register of the names of vendors who have submitted will be open for public inspection following the opening of the Non-Price proposals. Proposals will be confidential until the completion of the evaluations, or until the time for acceptance specified in the RFP, whichever is earlier. All submissions will be public records. Do not submit confidential materials.

6.6 Disclosure of Information

Submission of a Proposal shall be deemed acknowledgement that the Proposer is familiar with the Massachusetts Public Records Law, M.G.L. c. 66 s. 10 and is bound thereby. Disclosure of any information provided by a Proposer in connection with this RFP shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to M.G.L. c. 66 s. 10. To review copies of proposals after contracts have been awarded, submit a written request in compliance with the Massachusetts Public Record Law to the RFP contact person identified in this RFP.

6.7 No Obligation to Proceed

MAPC is under no obligation to proceed with this project and may cancel this RFP at any time without the substitution of another, if such cancellation is deemed in the best interest of MAPC and/or eligible entities. MAPC reserves the right to reject any or all Proposals, as well as the right to waive informalities and minor irregularities in offers received. Furthermore, MAPC may issue a new or modified RFP, if doing so is found to be in the best interest of MAPC and/or eligible entities.

7 Evaluation Criteria

Proposals that meet the Minimum Quality Requirements will be evaluated according to the following comparative evaluation criteria.

The Non-Price Proposals will be evaluated in the following categories:

- *Experience*
 - *Experience of the Proposer in providing the range of seafood products from underutilized and undervalued species – how long they have been in business, their history and customer base*
 - *Experience of the Proposer in working with institutional clients, such as school districts*
 - *Experience of References with the Proposer*
- *Capabilities*
 - *The ability of the Proposer to provide a range of seafood products, particularly from underutilized and undervalued species*
 - *The ability of the Proposer to provide products that are fresh or frozen or both, and product that is processed in ways that are suitable for K-12 student populations*
 - *The ability of the Proposer to obtain fish from New England waters (including the Gulf of Maine, Georges Bank, and southern New England waters) and that are landed in New England ports*
 -
 - *The ability of the Proposer to identify and provide information on where the specific seafood products that are delivered to schools originate from*
 - *The Proposer's distribution capabilities and ability to supply the products being sought in this RFP for school districts across Eastern and Central Massachusetts. A Proposer does not have to be able to provide seafood to all school districts across Eastern and Central Massachusetts to be awarded a contract*

Described below are the characteristics that would make up a *Highly Advantageous*, *Advantageous*, and *Not Advantageous* response in each of those categories.

7.1 Experience

7.1.1 Experience providing seafood products from underutilized and undervalued species

Rating	Criteria
<i>Highly Advantageous</i>	The Proposer has more than five years of experience providing a range of seafood products, including from underutilized and undervalued species, to customers
<i>Advantageous</i>	The Proposer has more than one year of experience providing a range of seafood products, including from underutilized and undervalued species to customers
<i>Not Advantageous</i>	The Proposer has less than one year of experience providing a range of seafood products, including from underutilized and undervalued species, to customers

7.1.2 Experience working with institutional clients

Rating	Criteria
<i>Highly Advantageous</i>	The Proposer has provided seafood products to more than five school or similar institutional customers in the past five years
<i>Advantageous</i>	The Proposer has provided seafood products to more than three schools or similar institutional customers in the past five years
<i>Not Advantageous</i>	The Proposer has not provided seafood products to schools of similar institutional customers ever before

7.1.3 Experience of references with the Proposer

Rating	Criteria
<i>Highly Advantageous</i>	Three references contacted by the Evaluation Committee commented substantively and positively on their experiences with the Proposer and gave highly positive recommendations
<i>Advantageous</i>	Three references contacted by the Evaluation Committee commented in a generally positive manner on their experiences with the Proposer
<i>Not Advantageous</i>	Less than three references were provided, or one or more

references commented negatively on their experiences with the Proposer

7.2 Capabilities

7.2.1 Range of products that can be provided, including from underutilized and undervalued species

Rating	Criteria
<i>Highly Advantageous</i>	The Proposer can supply at least four different types of seafood product, with at least two of those being underutilized or undervalued species from New England waters
<i>Advantageous</i>	The Proposer can supply at least two different types of seafood product, with at least one of those being an underutilized or undervalued specie from New England waters
<i>Not Advantageous</i>	The Proposer cannot provide two different types of seafood product, and none from underutilized or undervalued species from New England waters

7.2.2 Provision of fresh, frozen and processed products

Rating	Criteria
<i>Highly Advantageous</i>	The Proposer can supply both fresh and frozen products and/or provide some processed products suitable for K-12 student populations
<i>Advantageous</i>	The Proposer can supply for fresh products in weights and pack sizes suitable for K-12 schools
<i>Not Advantageous</i>	The Proposer only has one means of providing products and cannot create weights or pack sizes in a flexible manner that are suitable for schools

7.2.3 Origin and landing location of seafood products

Rating	Criteria
<i>Highly Advantageous</i>	The Proposer's seafood products included in this proposal are all caught in New England waters (including the Gulf of

Maine, Georges Bank and southern New England) landed in New England ports and processed in New England

Advantageous 75 percent of the Proposer's seafood products are caught in New England waters (including the Gulf of Maine, Georges Bank, and southern New England), landed in New England ports, and processed in New England

Not Advantageous Less than 75 percent of the Proposer's seafood products are caught in New England waters (including the Gulf of Maine, Georges Bank, and southern New England), landed in New England ports, and processed in New England

7.2.4 Identification of origin of specific products delivered to schools

Rating Criteria

Highly Advantageous The Proposer can provide schools with traceability information for all seafood products they deliver on the invoice or box, including the port(s) of landing, a vessel/fisherman or set of vessels/fishermen names

Advantageous The Proposer can provide schools with traceability information for all seafood products they deliver, on the invoice or box, including the port(s) of landing

Not Advantageous The Proposer cannot provide traceability information on the origin of the products they deliver to schools

7.2.5 Distribution capabilities, delivery times

Rating Criteria

Highly Advantageous The Proposer can serve all school districts in Eastern and Central Massachusetts on a regular basis, with delivery times that are suitable for K-12 schools and without onerous minimum delivery requirements

Advantageous The Proposer can serve at least ten area school districts in Eastern and Central Massachusetts on a regular basis, with delivery times that are sufficiently flexible to serve K-12 schools and without onerous minimum delivery requirements

Not Advantageous The Proposer can serve fewer than ten school districts in Eastern and Central Massachusetts on a regular basis

8 Terms and Conditions

By responding to this solicitation, Proposers agree to accept the following terms and conditions as incorporated by reference into any resulting contracts.

8.1 Pricing

As described previously, prices submitted in the spreadsheet in Appendix B shall serve as the prices for the entire first year of the contract for those proposed products. These prices will be posted on the MAPC website and made available to all eligible buyers. Vendors shall also provide such pricing to eligible buyers upon request.

Proposers may, at their sole discretion, lower pricing at any time during the contract. Such lowered pricing shall be available to all buyers as of an approved effective date. MAPC should be notified

8.2 Pricing Adjustments

8.2.1.1 Contract Renewal Price Increases

Should MAPC choose to exercise any retained option(s) to renew the contract, Vendors must at that time submit a new spreadsheet with contract price(s). That pricing will need to hold for the entire year of the extension.

8.2.1.2 Replacement Products

In the event an item under contract is not available during the contract term, the Vendor may provide an alternative that is sufficiently similar to the item no longer available. In doing so, the Vendor must notify MAPC of the alternative product and provide pricing for said item that must be good for the entire contract year in which the alternative product is proposed.

8.3 Subcontractors

If the Proposer intends to perform any or all work to this contract through subcontractor(s), the subcontractor(s) names, business affiliations and addresses must be included with the Non-Price Proposal and referenced to the appropriate prices in the Price Proposal. Proposers agree to be responsible for and warrant the work of subcontractors and to ensure their compliance with the legal, quality and performance requirements of this RFP and the subject proposal. Proposers may not use subcontractors not named in their proposal without the prior written consent of MAPC, which will not unreasonably be withheld.

8.4 Performance Standards

Fresh seafood products from underutilized and undervalued species of high quality are required to be furnished and delivered inside the cafeteria storerooms.

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, and no substitution shall be made except upon written approval of the Member District Food Service Directors.

Fresh seafood products from underutilized and undervalued species shall be subject to inspection, test and grading by relevant U.S. regulatory agencies and items found to be of low quality or that may lead to illness if consumed may be rejected.

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

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

Any items rejected, or found to be unacceptable after delivery must be replaced as soon as possible by the Vendor.

If the contracted vendor fails to comply with the requirements of this section, "Performance Standards", an eligible buyer 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 RFP 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.

8.5 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.

8.6 Ordering and Delivery of Goods

Upon award of a contract, Vendor(s) must begin accepting orders in full compliance with the requirements of this RFP and their proposal(s) within thirty (30) days of contract execution.

Vendor must accept orders placed by eligible buyers from within the specified regions without hesitation or delay and provide an anticipated delivery date and production schedule to which it will be reasonably held.

Each Participating municipality/school district will submit orders for their district either by phone, fax or any provided for online channels on a weekly basis. Internet based online ordering is encouraged and proposers are asked to describe the means by which school districts can order goods in their submission to this proposal.

All deliveries shall be made inside the kitchen of each school unless otherwise specified by the school district buyer. Participating municipalities are free of all obligations if the deliveries are made in another way.

No tailgate delivery will be accepted. Deliveries are to be made at entrances determined by the schools. Delivery vehicles shall not be in the area where and when children are playing, entering or leaving the school premises.

Personnel from Participating municipalities/school districts are not required to assist in the deliveries and awarded Vendors are cautioned to ensure that adequate assistance must be provided at the point of delivery, whether they are delivering the goods or have contracted a shipper to do so.

On days when there is no school, due to inclement weather, no seafood products shall be delivered. Summer deliveries and service must be provided as needed to Participating municipalities/school districts which operate a summer meals program.

8.7 Delivery Locations

The participating municipalities have identified the locations/addresses for which the seafood products from underutilized and undervalued species must be delivered in the sections below. These are provided in the [accompanying spreadsheet at Appendix B](#). Vendors that take orders from these municipalities must be able to deliver to the locations specified in those orders.

8.8 Returns

The participating municipalities have identified the locations/addresses for which the seafood products from underutilized and undervalued species must be delivered in the sections below. These are provided in the accompanying spreadsheet at Appendix B. Vendors that take orders from these municipalities must be able to deliver to the locations specified in those orders.

Awarded vendors 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.

8.9 Invoicing/Delivery Slips

Two delivery slips must be left at each school upon delivery, complete with the unit price, extensions and totals. The delivery slips must be left with the Food Service Manager within each of the schools. Delivery slips must be signed by the Food Service Manager 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.

Two completely itemized statements per site delivered shall be submitted as early as possible after the first day of the month, but not later than the fifth working day. The itemized statements shall provide information as to the source/origin of the seafood products from underutilized and undervalued species provided, including the farm and state the Seafood Products was provided from.

8.10 Warranty

Proposers warrant (1) that the Seafood Products 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.

8.11 Payment by Eligible Parties

MAPC is not an eligible party under this RFP 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 RFP.

Buyers shall have the right to withhold not more than 10% of the total amount of an invoice pending satisfactory fulfillment of an order including outstanding items. Payment of withheld amounts shall be made within 60 days of Buyer acceptance or satisfactory remedial action required of the Vendor.

8.12 Reporting Orders

Each quarter, Vendors will be required to report to MAPC on any and all seafood products purchased by, and any and all work conducted for, any eligible party under the contract(s). Vendors will provide MAPC with detailed reports within one (1) week after the close of each quarter. Reports shall contain all data pertinent to the purchase of the seafood products subject to this RFP. Reports must be provided in electronic form (preferably .xls, .csv or .txt format) delivered via e-mail, and in printed form if requested.

8.13 Contract Administration Fee

Vendors will be required to pay to MAPC a Contract Administration Fee of \$25 for the first year of an awarded contract for each school district that purchases seafood products in that first year. That Contract Administration fee shall be increased to \$50 for any extension period exercised by MAPC for

each school district that purchases seafood products. MAPC will seek payment of the Contract Administration at the end of the contract year.

MAPC will invoice Vendors after which payment of the annual Contract Administration Fee is due from the Vendor to MAPC within 30 days of invoicing.

8.14 Contract Administration and Auditing

A Proposer, by submitting a proposal, grants MAPC or its qualified agent open and free access to all records and books of account bearing evidence of business transactions under this contract and otherwise relating to goods and services that are the subject of this contract.

Additionally, a Proposer must make available to MAPC and/or to any participating municipalities/school districts, upon request, copies of documentation sufficient for MAPC to determine that Proposer is in compliance with all aspects of the contract including placement of initial orders, on-hand inventory requirements, and other performance criteria. MAPC may also check to ensure that pricing provided to buyers is consistent with those bid by Vendors.

A Proposer shall be determined to be in compliance with the contract when it is shown that Proposer, through its own actions, has timely met and is presently meeting all obligations as set forth in the contract documents. MAPC will audit a Proposer's records as often as it deems necessary.

If after such audit, a Proposer is found to be not in compliance with the contract, the Proposer shall be given a reasonable time to cure. If after such reasonable time, the Proposer has not cured and continues to be in non-compliance, the Proposer shall be considered in breach and the contract shall be terminated pursuant to its termination provisions.

Proposers agree to immediately pay MAPC any and all Contract Administration Fees unpaid and due as a result of any audit.

8.15 Indemnification

Vendors will be required to indemnify, defend, and hold harmless MAPC, the Participating municipalities, all eligible parties, and all of their boards, committees, officials, employees, agents and agencies, against suit, claims of liability for or on account of any injuries to persons or damage to property to the extent that the same are the result of the negligence of the vendor and/or the failure to comply with the terms and conditions of the contract, whether by the vendor or its employees, consultants, or subcontractors.

8.16 Insurance

The selected Vendors shall at all times during the term of the contract maintain insurance coverage adequate to meet its obligations under this contract and to protect MAPC, the Participating municipalities, and all eligible parties. Vendors shall provide MAPC will certification of such as a

condition of award if requested. This insurance shall be provided at the Vendor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c. 149, s. 34 and M.G.L. c. 152 as amended.

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

8.17 False Representations

Pursuant to Massachusetts General Laws Chapter 266, Section 67A, anyone in any matter relative to the procurement of services who intentionally makes a material statement that is false, omits or conceals a material fact in a written statement, submits or invites reliance on a material writing that is false, submits or invites reliance on a sample or other object that is misleading, or uses any trick, scheme or device that is misleading in a material respect will be subject to sanction pursuant to the laws of the Commonwealth of Massachusetts.

8.18 Miscellaneous

Where a conflict in requirements is apparent between the Terms and Conditions and the Specifications, the Specifications shall control.

8.19 Responsibilities of School Districts Using the Contract

As per 7 CFR 210.21 Subpart E, any school district that uses this contract, 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 Request for Proposal (RFP) will be held by MAPC 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. MAPC will support participating school districts in whatever way it can to satisfy such issues.

9 Required Signature Forms

The following pages contain all the required forms that must be included with your submission.

1. Cover Letter (template to be typed on Proposer's letterhead)
2. Proposal Signature Page
3. Certificate of Non-Collusion
4. Certificate of Tax Compliance
5. Conflict of Interest Certification
6. Certificate of Compliance with M.G.L. c. 151B
7. Certificate of Non-Debarment
8. Additional Certifications
9. Right to Know Law Page
10. Price Proposal Signature Page

The following requirements and cautions apply to all proposals and all forms.

- Proposals must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Proof of such authorization must be included.
- Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity.
- The Proposal must indicate the contracting entity, which must also be the signatory on all documents.
- Contractors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Cover Letter

Using this template, provide an originally signed letter on company letterhead reciting and asserting as follows:

Mark Fine, Director, Municipal Collaboration

Metropolitan Area Planning Council

60 Temple Place, 6th Floor

Boston, MA 02111

Phone: 617.933.0766

Email: lsee@mapc.org

Re: RFP#: MAPC 2017- Seafood for Schools

Dear Mr. Fine,

In response to your Request for Proposals (“RFP”), we [insert name of Proposer] (“the Proposer”) hereby submit our Proposal to provide seafood products to the cities, towns and their school districts including: Somerville, Cambridge, Triton Regional, Weston, Waltham, Methuen, Quincy, Watertown, Milton, and Medford.

[Insert name of Proposer] is [select and insert either “a” or a “provider”] of school seafood products.

We offer the following commitments and representations to Metropolitan Area Planning Council (“MAPC”) and the listed entities:

1. The undersigned is authorized to submit this Proposal on behalf of the Proposer and to bind the Proposer to its terms. We have fully reviewed the RFP and any and all addenda thereto, and we fully understand the scope and nature of the RFP and contractual arrangements for which Responses are being requested.
2. Our Proposal has been prepared and is being submitted without collusion, fraud, or any other action taken in restraint of free and open competition for the response to this RFP.
3. Neither the Proposer nor any of its employees or representatives is currently suspended or debarred from doing business with any governmental entity.
4. Neither the Proposer, nor any of its employees or representatives is currently the subject of or party to a Massachusetts public employee conflict of interest action or investigation.
5. The Proposer is not a party to any pending or current litigation that might adversely affect its performance on this project.
6. The Proposer has not filed for bankruptcy protection in the last seven years. If the Proposer has filed for bankruptcy protection in the last seven years, the Proposer must describe the circumstances that led to the filing, the ultimate disposition of the matter, the current situation and substantial, detailed evidence of the Proposer's financial ability to complete this project if selected.

7. The Proposer has no business dealings with countries or organizations that fund or support terrorist activities anywhere in the world.
8. We certify that all of the information provided in our Proposal is true and accurate and MAPC may rely on such information in the evaluation of our Proposal. We have read and understand the evaluation criteria in the RFP. We accept that MAPC reserves the right to waive informalities and to reject in whole or in Section any or all Proposals. We accept that the MAPC Evaluation Committee reserves the right to select the Proposals that they view as the most advantageous on the basis of the evaluation criteria listed in the RFP.
9. We agree to take full responsibility for all costs of preparing this Proposal. We waive any and all claims against MAPC, participating municipalities/school districts and their subdivisions, their employees, representatives, agents, and members related to the cost of preparing, submitting and having MAPC review and evaluate this Proposal.
10. We have read and understand the product requirements and standards specified in this RFP, and certify that any and all equipment offered in response to this RFP meet or exceed those requirements and standards.

Sincerely,

[Insert name of Proposer]

By: [Insert signature of authorized representative]

[Print or Type Name of authorized representative]

[Street Address]

[City, State, Zip]

[Telephone]

[E-Mail]

[Date]

Proposal Signature Page

The accompanying Forms & Documentation are hereby submitted as a Proposal in response to the subject RFP.

Company Name

Contact Person

Street

Phone

City, State, Zip

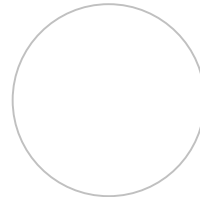
Fax

Email

Proposer acknowledges receipt of the Request for Proposals (RFP) and Addendum No(s) _____, dated _____, and submits the attached proposal for this Request for Proposals to the Metropolitan Area Planning Council (MAPC), 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 RFP and its resulting contract, to perform any tasks and deliver any documents required, and to execute a Contract with the MAPC.

Authorized Agent of the Contractor:

Signature (blue ink please)



Printed Name

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

Title

Date

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity. Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

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 signature will result in rejection of the proposal.

“The undersigned certifies under penalties of perjury that this proposal 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 Proposer:

_____	_____
Signature (blue ink please)	Name (as used for tax filing)
_____	_____
Printed Name	SS# or Federal ID#
_____	_____
Title	Date

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity. Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

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 Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity. Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Conflict of Interest Certification

The Proposer hereby certifies that:

1. The Proposer 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 RFP.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, 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 Proposer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP 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 Proposer.
4. Proposer understands that the Massachusetts Conflict of Interest Law, M.G.L. c. 268A, applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
5. Proposer understands that the Proposer 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 Proposer:

Signature (blue ink please)

Printed Name

Title

Date

Name (as used for tax filing)

SS# or Federal ID#

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity. Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Certificate of Compliance with M.G.L. c. 151B

The Proposer 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 Proposer 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 Request for Proposals.

Authorized Agent of the Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity. Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Certificate of Non-Debarment

The Proposer 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 Proposer shall inform the MAPC and involved agencies and municipalities within one (1) business day of such debarment, suspension, or prohibition from practice.

Authorized Agent of the Proposer:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity. Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Additional Certifications

I certify that all information, statements, and pricing made in my Proposal are true, accurate, and binding representations of the Proposer's intentions and commitment in responding to this RFP. Any such representations that exceed the minimum requirements of the RFP constitute legal obligations on the Section of the Proposer to perform as stated and that failure to so perform may be used by MAPC as grounds to terminate the my contract.

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

Authorized Agent of the Proposer:

Signature (blue ink please)

Printed Name

Title

Date

Name (as used for tax filing)

SS# or Federal ID#

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity. Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Right to Know Law Page

Any Proposer 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 Proposer 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 Proposer 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 Proposer from selling said substances or mixtures containing said substances within the Commonwealth. All Proposers 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 Proposer:

Signature (blue ink please)

Printed Name

Title

Date

Name (as used for tax filing)

SS# or Federal ID#

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity. Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Price Proposal Page

The undersigned proposes to provide products and services to the participating municipalities/school districts in accordance with the response to the Request for Proposals (RFP) cited above. The Price Proposal attached to this page includes all products and services offered in my Non-Price Proposal per the terms and specifications stated in the RFP and incorporated into the Non-Price Proposal. The prices offered are guaranteed not to change except as permitted by the terms and conditions of the RFP and the signed contract. The prices offered account for all charges to be expected by Buyers. No other charges will be invoiced to Buyers under this Proposal and any resulting contract.

- The attached document recites all pricing in the manner required by the RFP.
- The electronic files required by the RFP are enclosed.

Authorized Agent of the Proposer:

Signature (blue ink please)

Printed Name

Title

Date

Name (as used for tax filing)

SS# or Federal ID#

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity. Proposers should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Minimum Quality Requirements

In order for a Proposal to receive further consideration, Respondent must unconditionally check “Yes” to each Quality Requirement below. A Proposal will be rejected in its entirety if a Respondent fails to check “Yes”, or who modifies, qualifies, or limits its affirmative response in any way.

Circle “Yes” or “No” for each of the following requirements:

- a. Proposer is actively engaged in the sale and provision of the goods solicited by this RFP.

Yes No

- b. Proposer has a Point of Contact who can be reached at all times during delivery and business hours.

Yes No

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

Yes No

- d. Proposer has submitted all required forms and information. Provided all forms, documents, and other information required by this RFP to thoroughly evaluate the proposal.

Yes No

Authorized Agent of the Respondent:

Signature (blue ink please)

Printed Name

Title

Date

Name (as used for tax filing)

SS# or Federal ID#

10 Sample Contract

The following pages contain a sample contract that MAPC will enter into with the selected vendor(s).

SAMPLE CONTRACT FOR GOODS AND SERVICES

BY AND BETWEEN

METROPOLITAN AREA PLANNING COUNCIL

AND

INSERT VENDOR'S NAME

This AGREEMENT, dated _____, is made and entered into by and between the **Metropolitan Area Planning Council** ["**MAPC**"], a public body politic and corporate, established by Chapter 40B, Sections 24 through 29 of the Massachusetts General Laws, with its principal office at 60 Temple Place, Boston, Massachusetts 02111, acting as the collective purchasing agent for the Cities, Towns and School Districts of Somerville, Cambridge, Triton Regional, Weston, Waltham, Methuen, Quincy, Watertown, Milton, and Medford ["**Buyers**"], pursuant to Chapter 7, Section 22B of the Massachusetts General Laws and without liability to **MAPC**, and Insert **Vendor's Correct Legal Name** ["**Vendor**"], with its principal office at **Vendor's Address**.

RECITALS

WHEREAS, **MAPC** has, on behalf of the above named **BUYERS**, has conducted a procurement to enable **BUYERS** to purchase Seafood (RFP # MAPC 2018 Seafood for Schools, hereinafter ("RFP")); which procurement was conducted pursuant to M.G.L. c. 7 §22B, and,

WHEREAS, **VENDOR** proposal has been evaluated and selected by the **MAPC** Evaluation Team to provide Seafood for Schools to any of the above listed **BUYERS**;

NOW THEREFORE, in consideration the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

TERMS AND CONDITIONS

Article I

General Description of the Work

1. Pursuant to the Terms and Conditions of this AGREEMENT, the Request for Proposals ["**RFP**"] – **RFP No.** attached in Exhibit B; and the **Vendor's** Price Proposal and Non-Price Proposal attached in Exhibit E, **MAPC** hereby engages the **Vendor** to provide the following goods and/or services to the **Buyers**: Provision of Seafood for Schools.

Article II

Services of the Vendor

2. The **Vendor** will provide the goods and/or services as described in the **RFP** and **Vendor's**

response thereto.

3. The **Vendor** shall report, and be responsible, to **MAPC** or its designee as set forth on Exhibit A.
4. There shall be no amendment to this AGREEMENT without the written approval of **MAPC**. **MAPC** shall be under no obligation to pay for any goods provided or services performed by the **Vendor**.
5. The **Vendor** represents and warrants to **MAPC** as follows:
 - i. That it and all its personnel (whether employees, agents or independent are qualified and duly licensed as required by law and/or local municipal code to provide services and/or goods required by this AGREEMENT.
 - ii. That it further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.
 - iii. That it will obtain any and all permits, bonds, insurances and other items required for the proper and legal performance of the work.
 - iv. That it is not a party to any AGREEMENT, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this AGREEMENT.

Article III

Performance of the Vendor

6. In the performance of service under this AGREEMENT, the **Vendor** acts at all times as an independent contractor. There is no relationship of employment or agency between **MAPC**, on the one hand, and the **Vendor** on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this AGREEMENT which the parties view as consistent with their independent **Vendor** relationship.
7. The **Vendor** agrees to be responsible for and warrantee the work of any subcontractors it hires and that are listed in Exhibit C and will ensure their compliance with all legal, quality and performance requirements of the Request for Proposals [“RFP”] – RFP No. attached in Exhibit B; and the **Vendor**’s Price Proposal and Non-Price Proposal attached in Exhibit E. The **Vendor** may not use subcontractors not named in Exhibit C without the prior written consent of **MAPC**, which will not unreasonably be withheld.

Article IV

Time of Performance

8. Time shall be of the essence in relation to **Vendor**’s performance under this AGREEMENT. **Vendor** shall complete performance as promised in its quote that accompanies the **Buyer**’s purchase order or other document confirming its authorization to the **Vendor** to proceed. Reasonable extensions shall be granted by the **Buyer** at the written request of the **Vendor**, provided the justifying circumstances are documented by and are beyond the reasonable control of **Vendor** and without fault of **Vendor**. In the event of such an extension, all other terms and conditions of this AGREEMENT, except the dates of commencement and completion of

performance, shall remain in full force and effect between the parties unless modified in writing.

9. In the absence of such an extension, liquidated damages shall be due the **Buyer** in the amount of 0.1% (one-tenth of one percent) of the face value of the **Vendor's** quoted or modified purchase price for each day performance exceeds the promised date(s). Such liquidated damages may be acknowledged in **Vendor's** final invoice or taken by **Buyer** as a deduction to such final invoice.
10. Any dispute in the amount of liquidated damages shall be submitted to arbitration by either **Buyer** or **Vendor** through the American Arbitration Association within 10 (ten) business days of written notice given by the party declaring impasse. **Vendor** and **Buyer** agree to fully comply with the arbitrator's decision within a reasonable time.

Article V

Revisions in the Work to Be Performed

11. If during the **Vendor's** Time of Performance, **Buyer** requires revisions or other changes to be made in the scope or character of the work to be performed, **Buyer** will promptly notify **Vendor** in writing. For any changes to the scope of work, **Vendor** shall provide **Buyer** with a written quote of change in price and/or change in time of performance and shall proceed with such changes only upon written consent of **Buyer**, which shall be construed as a modification to **Buyer's** original purchase order.
12. **Buyer** will neither unreasonably request revisions nor unreasonably withhold final acceptance of delivered products.

Article VI

Term of AGREEMENT

13. The term of this AGREEMENT shall commence upon execution by MAPC
14. and will continue until August 31, 2018, or until otherwise terminated as provided by this AGREEMENT or the RFP.
15. **MAPC** reserves the right at its sole discretion to extend the contract for up to two (2) additional one-year terms ending August 31, 2018 and August 31, 2019 respectively.
16. In the event new contracts have not been procured and awarded before the end of a 2nd contract extension, **MAPC** reserves the right at its sole discretion to extend the contract for an additional period of time until new contracts have been procured and awarded. However, in no instance shall any contract term, including extensions, exceed three (3) years in total.
17. The **Vendor** agrees to perform promptly upon execution of this AGREEMENT and will diligently and faithfully perform in accordance with the provisions hereof.

Article VII

Orders, Fees, Invoices, and Payments

18. Orders, fees, invoices, and payment shall be processed and paid as specified in Section 8-Terms & Conditions of the RFP.

Article VIII

Assignment

19. Neither party shall assign, transfer or otherwise dispose of this AGREEMENT or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

Article IX

Indemnification

20. The **Vendor** agrees to indemnify and save **MAPC** and the **Buyers** harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by the **Vendor** (including all its employees or agents) in performing under this AGREEMENT, or any breach of the terms of this AGREEMENT, which constitute an obligation of the **Vendor**. The **Vendor** shall reimburse **MAPC** and the **Buyers** for any and all costs, damages, and expenses including reasonable attorney's fees which **MAPC** and the **Buyers** pays, or becomes obligated to pay, by reason of such activities or breach. The provisions of this Section shall be in addition to and shall not be construed as a limitation on any other legal rights of **MAPC** and the **Buyers** expressed or not expressed in the **RFP** and with respect to this AGREEMENT.

Article XI

Insurance

21. Before performing under this AGREEMENT, the **Vendor** shall obtain, and shall maintain throughout the term of this AGREEMENT, insurance at limits specified in the **RFP** and provide written documentation of such in the form specified in the **RFP** as requested in Exhibit D.
22. The **Vendor** shall give **MAPC** 20 days (twenty) written notice and copies of documentation in the event of any change or cancellation of coverage.

Article XII

Termination of Agreement

23. Either **MAPC** or the **Vendor** may terminate this AGREEMENT for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and satisfactory manner.
24. **MAPC** shall have the right to terminate this AGREEMENT for its convenience upon fourteen (14) calendar days of written notice.
25. Following termination of this AGREEMENT, the parties shall be relieved of all further obligations hereunder except that:

26. **MAPC** shall not be liable for payments for the services and/or expenses or lost profits of the **Vendor** in the event of termination.
27. The **Vendor** shall remain liable for any damages, expenses or liabilities arising under this AGREEMENT (including its indemnity obligations) with respect to work performed pursuant to the AGREEMENT.
28. **MAPC** shall have the right to terminate this AGREEMENT immediately in the event that **MAPC**, in its exclusive right determines that there has been a breach of security with regards to Personally Identifiable Information or Credit Card Data. **MAPC** shall bear no liability to **VENDOR** if it is ultimately determined that no breach occurred.

Article XIII

Entirety of Agreement

29. This AGREEMENT, together with its Exhibits, the **RFP** referenced above and its Addenda, the required supplemental documents and any additional exhibits, constitute the entire AGREEMENT between **MAPC** and the **Vendor** with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by both parties. Any notices required or allowed shall be sent by receipt-verified mail, e-mail, fax or courier to the persons designated in Exhibit A.
30. The provisions of the **RFP** and the **Vendor's** Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Vendor's Proposal

Article XIV

Severability

31. In the event any provision of this AGREEMENT is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the AGREEMENT shall remain and continue in full force and effect.

Article XV

Governing Law and Jurisdiction

32. This AGREEMENT shall be governed by, construed and enforced in accordance with laws of the Commonwealth of Massachusetts. **MAPC**, **Vendors**, and **Buyers** agree to submit their

respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this AGREEMENT.

Article XVI

Notice

33. Except as otherwise expressly provided in this AGREEMENT, any decision or action by **MAPC** relating to this AGREEMENT, its operation, or termination, shall be made only by **MAPC** or its designated representative identified in Exhibit A.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers on the date written below.

For **MAPC** by or on behalf of the Cities, Towns and School Districts of Somerville, Cambridge, Triton Regional, Weston, Waltham, Methuen, Quincy, Watertown, Milton, and Medford:

X _____

Signature

Date

Name

Title

For the **VENDOR**:

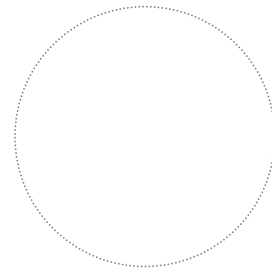
X _____

* Signature

* Date

* Title

* Name



* Affix Corporate Seal

(or mark "n/a")

EXHIBIT A

Notice Addressees

For **MAPC**:

For the **VENDOR**:

Marc Draisen _____

Name

* Name

Executive Director _____

Title

* Title

MAPC _____

Organization:

Organization:

60 Temple Place _____

Street Address

* Street Address

Boston, MA 02111 _____

City, State, ZIP

* Street Address

617.451.2770 _____

Phone

* Phone

mdraisen@mapc.org _____

E-mail

* E-mail

EXHIBIT B

Request for Proposal #

EXHIBIT C

Subcontractors

1. None

EXHIBIT D

Other Documents:

1. Insurance Guarantee(s)__(to be provided for Contract execution)

EXHIBIT E

Vendor Proposal:

1. **Vendor's** Complete Technical Proposal
2. **Vendor's** Complete Price Proposal

* * * * *

Appendix A – Proposed Products Description

As described previously, this spreadsheet seeks the following information: the product name, the fish type, a basic product description, whether the product can be provided fresh or frozen or both, how the product is processed, the origin of the fish, and the ports for which that fish is usually landed in. Add rows if you need for this spreadsheet and submit as Tab 5 of the Non-Price Proposal.

Product Name (and Fish Type)	Basic Product Description	Fresh/Frozen	Processed (in what manner, e.g. breaded, etc..)	Origin of Fish and Port(s) Landed In Regularly

Appendix B – Price Proposal Spreadsheet

Proposers shall make their Price Proposal by filling out the spreadsheet below. In this spreadsheet Proposers must enter the product name making sure it is exactly the same name as provided in Appendix A for that product. They must then enter the version of the product they are bidding if offered at different prices for frozen, fresh or processed versions of the product. If they offer only one version or the price is constant for all versions under that product name, they can just provide one price. After entering the product name, and any versions of that product, Proposers must then give the weights and pack sizes for those products, noting the price difference for each individual version of that product. Proposers must provide a specific price for each product. Even where a Proposer can be flexible in what weights or pack sizes they can provide, Proposers are asked to provide a usual weight or pack size for the products they offer in the spreadsheet.

Proposed prices shall be inclusive of everything necessary for furnishing the item(s) specified including all labor materials, fees delivery costs, service, proper packing and related items. Proposers can however note in the column provided for it in Appendix B, whether there is any additional delivery charges for deliveries over a certain distance, and what those charges are (by mileage or geography). If such charges are not noted in the price proposal sheet, they will not be chargeable under this contract.

Prices provided in the spreadsheet will be the price for that product for the entire first year of the contract – and can only be adjusted higher in subsequent contract years if the contract is extended.

The proposed pricing **MUST ONLY APPEAR** in the Appendix B spreadsheet and be submitted in a separate sealed envelope from the Non-Price Proposal: inclusion of proposed pricing in any part of the Non-Price Proposal may cause vendor disqualification.

Product Name (and Fish Type)	Versions of the Product (please specify if different prices for fresh/frozen or processed versions of this product)	Weight and Pack Size Being Proposed	Prices

Appendix C – Reference Template

As part of a Proposer’s response to this RFP, three written references must be provided. These references must be provided in writing using the Reference Template below. Proposers must ask their three references to fill out the Template answering all the questions shown below to the best of their ability. References must be from a minimum of three (3) contracts/orders with governmental and/or commercial customers that demonstrate recent and relevant past performance. Recent is defined as within the last three (3) years. Relevant is the provision of products and/or services similar in size, scope and duration as that described in this RFP. The Proposer must provide the three references alongside the information sought below, and include it in Tab 4 of their response.

Seafood for Schools RFP

Reference questions for (Name of Vendor for which this Reference is being provided):

Reference from (Name of individual and organization filling this out):

1. Please describe your agreement with Vendor?

2. For how long? Does it continue today? Do you plan to continue working with the Vendor?

3. What products did the Vendor provide you?

4. Were there any times where the quality of the products were unacceptable? If so, how was it handled?

5. Was the Vendor able to regularly meet your delivery timeframe? If ever delayed, was it handled well?

6. How would you describe Vendor's reliability in delivering what was ordered, on time and within cost?
7. Were the Vendor's billing practices strong? Did you receive billing information in a clear and timely manner?
8. What the Vendor responsive to any questions or concerns you raised with them? Did they respond in a timely manner?
9. How would you rate Vendor's performance to date?
10. How easy was Vendor to work with?
11. Anything else you would like to share that would be helpful to evaluators assessing the Vendor's bid?