

# A Guide to Writing Request for Quotes for Local Foods

Prepared by:



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## **Introduction:**

Under Massachusetts procurement law (M.G.L. Chapter 30B), and consistent with federal regulations, you can use a Request for Quotes (RFQ) process for purchasing goods and services under \$50,000 in value. All you have to do is solicit quotes from three parties that can provide the goods and services you are seeking but you do not have to receive a quote from more than one to proceed with an award.

Of course, before you can issue an RFQ for three vendors (or more, because you can seek responses from more than three) you will have wanted to identify those entities that you think can best meet your needs and, where possible, develop a relationship and understand their ways of working. The more you can share with those parties about your programs and operations and how they may fit with their business, the better the RFQ and contracting process.

## **Section 1: Overview**

In this section be sure to provide

- a. A brief description of what you are soliciting (e.g. orchard fruits, milk and dairy, etc)
- b. the deadline for responses (both date and time) and method for submitting responses (i.e. email, mail etc.)
- c. the contact information for the lead contact on the procurement if the vendor has any questions

## **Section 2: Program Principles**

You can use this section to describe your food service program and the values that are important to your school district when selecting a vendor. This helps the vendor assess whether they are a good fit for your program.

## **Section 3: Product Specifications and Estimated Quantities**

In this section you will specifically list all of the products you are seeking through the RFQ. Be sure to include the item name, all required specs (i.e. variety, size etc.), preferred count quantity and packsize and weight, and the estimated quantities you expect to purchase over the contract period. This can be provided in a table as shown in the RFQ template.

## **Section 4: Contract Term and Pricing**

Here you want to be clear how long the contracted period will be. You need to pick a date for when the contract will expire. Contracts for agricultural products should generally not be for longer than a year and given the price volatility that can affect certain products, such as fruits and vegetables, you may want to consider timing the length of your bids alongside growing

seasons, like a fall and a spring bid. You may also be seeking different products during different seasons.

It is worth remembering that the threshold in State law for using a three quotes bidding process is less than \$50,000 so if you reach that amount, then you will need to issue a new bid or a more formal solicitation.

Pricing responses should be submitted via a formal quote form (see model in the RFQ template). You need to be clear in your price sheet what information you need filled in, such as the price per case and the total price per item (i.e. the price per case multiplied by the estimated case quantity). Pricing requested should be fixed over the full period of the contract.

Delivery charges or minimum case delivery requirements could be treated in different ways. You should ask that pricing for the product be inclusive of delivery charges and thus reflected in the pricing in their submitted quote. Some vendors may however have minimum delivery requirements, and won't deliver if an order is too small. This may not be true of local farms but you will want to ask if there are any such minimum delivery requirements.

### **Section 5: Minimum Qualifications**

In this section you will describe the attributes that any vendor *must* meet in order to receive a contract. Ensuring they have an updated food and/or farm safety plan, that they can guarantee they can trace products to the farm of origin, or have a rapid return policy are the types of qualifications you can ask them for. Given these qualifications are requirements, they should not be subjective but of the "Yes" or "No" variety. You will also want to ask that vendors attest, via their response to the RFQ, that they can meet these qualifications and can provide backup documentation to prove it.

### **Section 6: References**

Asking the vendor to provide references from entities they serve that are similar to a school district (or from other school districts if they have them) is something to consider adding into the RFQ, especially if you have never worked with the vendors you have solicited bids from. References cannot be used as a qualification or factor in making the award (which must be based on price and minimum qualifications), but they may give you insights into how a vendor operates and what are the best approaches to make the relationship work optimally.

### **Section 7: Rule of Award**

This is a critical section. This is where you spell out the basis upon which you will make the award. RFQs are about getting the lowest price from vendors that can meet your minimum qualifications. That said, you have options as to whether you want to award to the vendor that provides the overall lowest price for all the products being sought, or whether you award based on each individual product (or by line-item). There is a simplicity to awarding based on the

overall lowest price as that means you have one vendor to work with. You could however get better pricing potentially by going by line-item. These are considerations, but you must be clear in the RFQ on what basis the award will be made. You cannot develop the rules after the fact or change them once stated in the RFQ. When soliciting products from local farms, consider the variety of products the farms you are sending the RFQ provide. If you do not think they will be able to respond to the full list of products, you may want to consider making awards based on individual products. Alternatively, you can issue independent RFQs for different types of products (for example, separating orchard fruit from vegetables) if that enables your district to get what it is seeking.

### **Section 8: Delivery and Product Availability Terms**

This is where you want to be clear about any parameters around receiving deliveries, such as specific times you can and cannot receive them, and also where those deliveries should be received. Some flexibility around timing is often helpful, especially with smaller vendors, such as local farms, but where it cannot be offered, vendors need to know that. For example, you may not need certain products each week and may not always need them on the same day. If you can accept them over a 2-3 day period that may enable the vendor to better meet your needs. This section also should detail any other product availability matters you want the vendor to be aware of, such as any policies they should have when products may not be available. Adding in the prime contact for deliveries and their contact information is also wise to do.

As mentioned previously, some vendors may also have minimum order or delivery size requirements and may not deliver an order smaller than their floor. You should ask in the RFQ that they specify what order or delivery minimums they have, if they have them. The quote form included in the Appendix to the RFQ template provides a box for them to fill out minimum order or delivery parameters.

### **Sections 9-11: Contract Terms**

The inclusion of payment and indemnification clauses are pretty common in most contracts and are worth including to provide clarity around payment timing and protections from liability. The RFQ itself will actually become a part of any final contract signed with the vendor, which is why these terms are included within the RFQ. You should check with your district/municipal procurement and legal officials on any specific language or terms needed for contracts your district/municipality issues. Including a clause relating to an obligation to proceed also makes sense. You want to be clear that nothing in the RFQ or even the receipt of quotes from vendors binds a community to agree to a final contract.

### **Appendix A: Attestation Form**

The Attestation Form enables the respondent to indicate that they can and will meet the minimum qualifications set out in the RFQ. They will need to submit the Attestation Form

alongside the Quote Form and any other backup materials. You can also request that backup documentation be submitted alongside the Attestation, such as a draft of a Farm/Food Safety Plan.

### **Appendix B: Quote Form**

This is the most important piece of the response. It provides a table that enables the respondent to provide a price per case for each item, a total price for each item (i.e. price per case times estimated quantity) and then below that table, a row where they can provide the total bid price for all items. As mentioned previously, you will need to determine at the outset and make clear in the RFQ Rule of Award section, whether you are awarding based on the total bid price for all items or on a line-item basis. The RFQ template is drafted on the basis of a total bid price award.

### **Appendix C: Applicable Laws**

As you know, because the funding for school food is largely derived from the federal National School Lunch Program administered by the US Department of Agriculture, there are requirements for procurement documents to reference applicable federal laws. Our Department of Elementary and Secondary Education (DESE) does check that procurement documents include these references and especially the Buy American provision. Thankfully, because this RFQ will only be sent to local food producers, the country of origin should not be an issue, but you still need to reference the law nonetheless.

### **Appendix D: Sample Contract Form**

DESE requires that you have a contract with your vendor. They do not consider a purchasing order sufficient. Contracts do not have to be too complicated especially where the RFQ, as the template does, includes many basic terms and conditions. The Sample Contract Form makes clear that all the terms and conditions set out in the RFQ, and all the documents submitted in response to the RFQ by a bidder, become a part of any signed contract and are included as Exhibits to it. The one key addition the contract provides is around a termination clause, which is worthwhile to have in contracts if a relationship does not go as planned. While we welcome the use of this sample contract, you should of course clear any contract document with your district/municipal legal and/or procurement officers to make sure it captures those elements your district and municipality require.