

**FRUIT AND VEGETABLE PRODUCE FOR LOCAL SCHOOL DISTRICT**

**REQUEST FOR QUOTES (EXAMPLE TEMPLATE)**

The City or Town of \_\_\_ School District invites quotes from fruit and vegetable producers that can provide it with the following products: apples, pears, squash, peppers, cucumbers….

**\*\*All quotes/submissions are due to ADD NAME via email at ADD EMAIL by Friday \_\_\_\_ at 5pm**

Please contact NAME at EMAIL with any questions.

A contract will be awarded to the responsive**[[1]](#footnote-0)** and responsible**[[2]](#footnote-1)** vendor that meets the minimum qualifications and can provide all listed products for the lowest price.

**PROGRAM PRINCIPLES**

This solicitation is in keeping with the \_\_ School District’s school food program principles, which are as follows:

* Access to nutritious, safe, healthy and delicious food is paramount for the success of students.
* The work of area farmers is valued and it is important to connect our school food program to local farms and agriculture.
* Providing health and nutrition educational opportunities for students is part of the overall educational experience.
* Supporting local and regional producers benefits everyone.

**PRODUCT SPECIFICATIONS and ESTIMATED QUANTITIES**

Through this RFQ we are seeking the following listed items in the table below. The quantities of those items are an estimate of what the school district intends to purchase. The district is however under no obligation to purchase that number of products. Budgetary or operational factors may mean that level of buying may not be possible.

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description** | **Case Pack/Weight** | **Estimated Quantity** |
| **Apples** | Gala | 100-125ct | 100 |
|  |  |  |  |
|  |  |  |  |

**CONTRACT TERM and PRICING**

Any contract entered into through this RFQ will last until the School District has either purchased $50,000 (the maximum allowed via an informal competitive bidding process under Massachusetts procurement law) in produce from the awarded bidder or \_\_ADD DATE, 2022 has passed, whichever comes first. At that time, the School District will likely issue a new solicitation for the listed products.

Bid pricing must be provided in the Quote Form shown in the Appendix. Bidders must fill out all the pricing information required for those items which they expect to be able to provide for the life of the contract term. They must provide both a price per case and a total price for those items based on the estimated quantities shown in the Quote Form table. They must also provide a total price for all the items bid in the line below the table. Pricing must be fixed for the entirety of the contract term, which will have to be adhered to in any invoicing/billing over that period. Pricing must be inclusive of any delivery costs.

Please ensure that the Quote Form includes the bidder information requested and is signed and dated by a responsible officeholder. All the terms and conditions contained in this RFQ and in the quote/submission made by the awarded bidder are considered parts of the contract between the School District and the awarded bidder. Any submission made to this RFQ is therefore understood to be binding on the awarded bidder for the duration of the contract term. Please see at Appendix D, for a sample contract.

**MINIMUM QUALIFICATIONS**

To be considered a responsible bidder for consideration under this solicitation, the bidder must attest to and/or demonstrate they can meet the following qualifications:

* Provide farm of origin identification with all products provided;
* Submit an updated farm and food safety plan with their response to this solicitation;
* Ensure quality customer service, including a rapid return policy and a commitment to be responsive to inquiries in a timely manner via both email or telephone; and
* Willingness to engage with the school and its students to inform them about farm and food provision (e.g., hosting field trips at the farm or having a farmer visit the school)

To demonstrate these qualifications, respondents to this RFQ are asked to answer the attached ATTESTATION sheet (shown in Appendix A) and provide any relevant documents, such as the farm and food safety plan, with it and the Quote Form when submitting their response.

**REFERENCES**

Respondents to the RFQ must provide the following contact information for a minimum of 3 references that have worked with them within the last two years. For your response to the RFQ, please use a separate sheet(s) clearly marked "REFERENCES" to provide the following information for each reference.

1. Customer Name
2. Years as a customer
3. Street
4. City, State, Zip
5. Contact Person
6. Telephone number

References will only be used to verify experience, not as a qualification for being awarded the bid.

**RULE OF AWARD**

The awarded bidder will be the party that can provide the products specified in this request at the lowest price while meeting the minimum qualifications. Upon opening the submitted quotes, an assessment will be made by \_\_ School District officials as to which bidder should be awarded the contract and they will be notified forthwith. A contract will be executed soon thereafter.

The contract can be terminated by any party to said agreement without cause and without penalty during its term.

**DELIVERY AND PRODUCT AVAILABILITY TERMS**

The \_\_School District requires delivery of the specified products every week at the following times\_\_\_\_\_\_\_\_\_. Farmers/distributors will be expected to notify the school food service director of any growing season issues that may affect the ability to deliver the agreed upon quantities or meet the deadline for delivery. At the time of ordering, should any of the crops be unavailable due to growing or harvesting issues, the school contact will be notified, and any replacement items considered. Vendors should specify any minimum order or delivery size requirements as part of their submission. That detail should be added into the quote form.

**PAYMENT FOR SERVICES RENDERED**

Payments will not be made until agreed services are received and invoices are reviewed and approved by the school food service director, as per the contract to be negotiated between the awarded bidder and the \_\_School District.

**INDEMNIFICATION**

The bidder shall indemnify, hold harmless and defend the School District, and their officers, agents, and employees from all liability of any nature or kind, including costs and expenses for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent or wrongful acts of the Consultant performance of this contract.

**NO OBLIGATION TO PROCEED**

The \_\_School District is under no obligation to proceed with this project and may cancel this RFQ at any time without the substitution of another, if such cancellation is deemed in the best interest of the \_\_ School District. The \_\_ School District reserves the right to reject any or all Quotes, as well as the right to waive informalities and minor irregularities in offers received. Furthermore, the \_\_School District may issue a new or modified RFQ, if doing so is found to be in the best interest of the \_\_ School District.

**APPLICABLE LAWS RELATING TO SCHOOL FOOD PROGRAMS**

Please note the applicable laws in Appendix C that related to school food programs using federal funding.

**Appendix A: Attestation Form**

|  |  |
| --- | --- |
| **Attestation** | **Commitment**  **(Please enter Yes or No in the rows below)** |
| That our company can mark cases with farm of origin information | Yes |
| That our company has an updated food and farm safety plan, submitted with this document |  |
| That our company does offer a rapid return policy |  |
| That our company is willing to engage with the school and students in your district to inform them about farm and food provision |  |
|  |  |

**Appendix B: QUOTE FORM**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Product** | **Description** | **Preferred Case Pack/Weight** | **Estimated Quantities** | **Price per Case**  **(filled in by bidder)** | **Total Price (filled in by bidder)** |
| **Apples** | Gala, | 100-125ct | **250** |  |  |
| **Pears** | Bartlett, | 150ct, 45lbs | **100** |  |  |
|  |  |  |  |  |  |

**Total Bid Price for all Items: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Please describe in the box below any minimum order or delivery size requirements if you have them:**

|  |
| --- |
|  |

Name (Print): \_\_\_\_

Name (Signed):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_

Email: \_\_\_\_ \_\_\_\_\_\_

Address: \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix C: Applicable Laws**

This procurement is conducted in conformance with M.G.L. c. 30B and federal procurement regulations for the National School Lunch Program (see [7 CFR 210.21](http://www.fns.usda.gov/sites/default/files/7cfr210_09.pdf)) and federal funds procurement generally (see [2 CFR 200.317-326](http://www.ecfr.gov/cgi-bin/text-idx?SID=7edf72ef56d21e34fd3848490d9ee0be&mc=true&node=pt2.1.200&rgn=div5#sg2.1.200_1316.sg3)). 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.

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.

## Buy American Provisions

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

There are limited exceptions to the Buy American provision which allow for the purchase of products not meeting the “domestic” standard as described above (“non-domestic”) in circumstances when use of domestic products is truly not practicable. These exceptions should be used as a last resort:

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

The group will accept non-domestic items only if they meet one of the two criteria above.

For each line of the bid, please indicate that the item to be provided (whether the original item or an approved alternate) satisfies the criteria for a “domestic commodity or product” as defined above, by selecting “X” from the dropdown arrow in the Domestic Product column. In the event that an item is supplied is not of U.S. origin, the vendor shall indicate this on the worksheet by selecting “Exception” from the dropdown arrow in the Domestic Product column. If an item has already been checked as domestic, disregard this step for this item.

Documentation of each exception shall be provided by the Vendor using the **Buy American Exception form which is Attachment 4**. Please provide these exceptions as PDF files, one for each item, on your USB drive.

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

## Federal Contracting Regulations Applicable to Vendors

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

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

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

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

**Appendix D: Sample Contract Form**

**Agreement For the Provision of Goods and Services**

**Between the \_\_\_ School District**

**and**

**ADD Vendor Name.**

This AGREEMENT is made and entered into by and between the \_\_\_School District, with its address being ADD DISTRICT ADDRESS\_\_\_\_\_\_, and ADD VENDOR NAME\_\_\_ with its principal office at, ADD VENDOR ADDRESS\_\_\_\_\_

Witnesseth that the parties AGREE as follows:

The two parties will adhere to all the terms and conditions of this AGREEMENT, including all those terms and conditions set out in the Request for Quotes (RFQ) known as “ADD RFQ TITLE\_\_\_\_\_\_\_”, which is attached to this document as Exhibit A, and the vendor’s response to the RFQ, which is attached to this document as Exhibit B.

Pursuant to such terms and conditions, ADD VENDOR NAME-\_\_\_\_\_\_\_, will provide the goods and services described in the RFQ, and will ensure that the proposed pricing, delivery requirements and qualifications as detailed in the RFQ and the RFQ response by ADD VENDOR NAME\_\_\_\_ are met for the life of the contract term.

The contract term, as stated in the RFQ, runs until ADD DATE\_\_\_\_.. Purchasing of more than $50,000 worth of goods and services is not allowed under this contract and once that threshold is met, this contract will be terminated.

Either \_\_\_\_School District 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. The \_\_School District shall have the right to terminate this AGREEMENT for its convenience upon fourteen (14) calendar days of written notice. Following termination of this AGREEMENT, the parties shall be relieved of all further obligations hereunder except that the \_\_\_\_\_School District shall not be liable for payments for the services and/or expenses or lost profits of the Vendor in the event of termination. 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.

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

For the \_\_\_\_\_\_ School District.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

***Signature***

Name

Title

For the VENDOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

***Signature***

Title

Name

1. Vendors who comply with all requirements for submittal of quotes will be considered "Responsive.” [↑](#footnote-ref-0)
2. Vendors whose qualifications and references are satisfactory shall be considered "Responsible.” [↑](#footnote-ref-1)