

Metropolitan Area Planning Council

Produce for Eastern Massachusetts Schools

Fruit and Vegetable Provision

Request for Proposals

RFP #MAPC 2018 School Produce

Solicited in partnership with the cities and towns and school districts of Acton-Boxborough, Acushnet, Andover, Arlington, Ashland, Assabet Valley Regional Tech, Avon- Middle/High School, Blackstone Millville RSD, Belmont, Beverly, Billerica, Boston, Braintree, Burlington, Cambridge, Carver, Canton, Chelmsford, Cohasset, Concord - Carlisle RSD, Concord, Danvers, Dartmouth, Dedham, Dover – Sherborn, Dracut, Foxborough, Gloucester, Halifax Elementary, Hanover, Holliston, Keefe Regional Technical School District, Lincoln, Littleton, Mansfield, Marshfield, Medfield, Medford, Methuen, Milford, Milton, Nashoba Regional, Needham, Norfolk, Norwell, Old Rochester, Pembroke, Plainville, Quincy, Reading, Rockport, Scituate, Seem Ed. Collaborative, Sharon, Shrewsbury, Silver Lake RSD, Somerville, Southeastern Regional Vocational Tech HS, Triton Regional (Newbury, Rowley, Salisbury), Wakefield, Waltham, Watertown, Wareham, Wayland, Weston, Westwood, Wilmington and Wrentham/Plainville. Other districts from Metropolitan Area Planning Council member communities may also use the resulting contract upon execution.



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1 Legal Notice

The Metropolitan Area Planning Council (MAPC) in partnership with the listed participating Municipalities/school districts (School Districts) is seeking proposals from qualified vendors to supply and deliver the specified fruits and vegetables. The RFP will be available from May 22, 2018 by e-mailing mfine@mapc.org. The RFP document (or a link to the documents) will be emailed unless otherwise requested. Sealed proposals will be due at Thursday, June 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 identified as offering the most advantageous proposal. The initial term of any contract(s) resulting from this RFP will be from date of execution through August 31, 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.

MAPC Posted: Monday, May 21, 2018

CommBuys Posted: Monday, May 21, 2018

Goods & Services Bulletin Published: Monday, May 21, 2018

Boston Herald Published: Monday, May 21, 2018

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.

2.1.2 Program Goals

School districts across Greater Boston are interested in accessing high-quality fruits and vegetables at the best prices, and also increasing the amount of local food served through their child nutrition programs. The aim of this collective procurement on behalf of the participating school districts is to: enable greater efficiencies for both Vendors and food service directors; to ensure that school nutrition programs are in compliance with all applicable federal and state procurement regulations; to comply with the USDA “Buy American” provision. This RFP will achieve these goals by providing Vendors with consolidated, detailed specifications, information on case quantities and delivery locations and a clear methodology to ensure sound pricing. This RFP seeks a single qualified Vendor to meet the produce needs of the participating school districts because that will enable cities and towns to get the most competitive prices from a Vendor who can meet their annual demand.

2.1.3 Request for Proposals (RFP)

The primary objective of this RFP is to procure fruits and vegetables appropriate to the student populations that meet the needs of all students in the participating school districts. Proposals are requested for furnishing various fruits and vegetables. Additionally, participating school districts are seeking to increase the amount of local produce in their schools and to be able to trace the source and origin of their produce.

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 and in compliance with relevant federal laws. It does not constitute or imply a firm commitment by any eligible party to purchase equipment, goods or services from any 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 contracted Vendors at any time during the contract term.

Participating school districts shall sign their own independent contracts with the awarded Vendor, however such contracts can simply reference this RFP and the associated contract as the master contract, and therefore do not need to repeat all the terms and conditions stated in this RFP and the master contract it signs with MAPC. Any such contracts between school districts and the awarded Vendor must also comply with any local rules or regulations, and should be approved by the school districts' municipal counsel.

Participating school districts will be the buyers under contract(s) awarded through this RFP. All transactions between eligible parties and contracted vendor will be solely between those parties. Neither MAPC, the participating school districts nor any other eligible party will be held liable by the contracted Vendor 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 school districts.

Any eligible party that purchases the goods of the contracted vendor under any resulting contracts will be responsible for managing and directing the work of the contracted vendor for all purchase orders and work orders initiated by the school district.

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' decision making when considering the specialized experience of Vendors, their commitment to providing quality fruits and vegetables and customer service, as well as the range of product suitability, quality, and manufacturer. 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.

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.

Buy American Provision – 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>

Tax Exemptions – 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 Contract Term

TERM	FROM	THRU
Initial Term	Execution date	July 31, 2019
1 st Extension	Aug 1, 2019	July 31, 2020
2 nd Extension	Aug 1, 2020	July 31, 2021, or 3 years from Execution date, whichever is sooner.

Contracts will be in effect from their dates of execution through July 31, 2019.

2.5 Contract Extensions

Each contract will be eligible for two (2) additional one (1) year extensions, ending July 31, 2020 and July 31, 2021, or three (3) years from Execution Date, whichever is sooner.

MAPC reserves sole discretion to extend contracts, but will do so in consultation with 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.

2.6 RFP Availability

The RFP may be obtained from Tuesday May 22, 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
Secondary: Lorraine See	617.933.0766
Email	mfine@mapc.org and lsee@mapc.org
Fax	617.423.0584

2.7 Proposers Conference

There will be a conference for interested prospective proposers on **Tuesday June 5, 2017 at the Metropolitan Area Planning Council offices in Boston, 60 Temple Place at 1pm**. A call in line will also be provided. Please contact Mark Fine to inquire about the Conference.

2.8 Bid Bond

No Bid Bond is required.

3 Specifications and Quantities

3.1 Produce Being Sought

The core produce items participating districts are seeking are contained in the accompanying 'Specifications' spreadsheet at [Appendix A](#) of this RFP. The Specifications spreadsheet includes specific item descriptions for all the fruits and vegetables being sought by variety, count, grade, quality, origin and weight. In some cases other requirements are included too, such as for processing. The spreadsheet also provides estimates for the annual amount of cases that could be purchased by participating districts and the split case recommendations.

3.1.1 Local Produce

As stated previously in Section 2, the participating school districts would like to purchase fruits and vegetables from local farms when available. The contracted Vendor will be strongly encouraged to make every effort to ensure that local produce is offered to schools when available. Further detail on how this preference will be evaluated is described in Section 7.

3.1.2 General Requirements

All fresh fruits and vegetables must be provided in good condition, bright good color, crisp, good shape, with no mechanical damage and no evidence of wilting or decay.

The size and/or pack specified in the Specifications spreadsheet at Appendix A is required for each item.

Proposers should keep in mind that completely new items that are not substantially equal to those products included in proposals **MAY NOT** be added to pricing lists once contracts have been awarded.

3.2 Contract Value

Based on the estimated quantities provided by the participating school districts, the overall value of the items being procured is considered to be in the range of \$4-6 million annually. That figure does NOT represent a commitment by the participating school districts to purchase that amount. As stated above, the participating school districts reserve the right to increase or decrease quantities subject to appropriation or other availability of funds and in accordance with MGL Chapter 30B and relevant federal regulations.

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	Monday, May 21, 2018
2. Advertise in Boston Herald	Monday, May 21, 2018
3. Post to MAPC	Tuesday, May 22, 2018
4. RFP Available	Tuesday, May 22, 2018
5. Proposer's Conference	Tuesday, June 5, 2018
6. Last date to Submit Written Questions	Thursday, June 7, 2018
7. Last Addenda Issued	Monday, June 11, 2018
8. Proposal Due Date	Thursday, June 14, 2018 at 12pm
9. Anticipated Notice of Awards	Mid July 2018

All questions and other communications related to this RFP should be directed to Mark Fine at mfine@mapc.org or 617.933.0789 and Lorraine See at lsee@mapc.org or 617.933.0766.

4.3 Rule of Award

MAPC and the participating school districts have determined that identification of the most highly advantageous proposal for the goods and services called for in this RFP requires comparative judgment of factors in addition to cost. **Contracts will be awarded to only one vendor** who is determined to be the overall most highly advantageous proposer, taking into consideration minimum quality requirements, the comparative evaluation criteria set forth in the RFP, as well as price.

An Evaluation Committee made up of school food directors from participating districts will evaluate proposals and recommend an award by MAPC to the responsible and responsive Vendor whose proposal it determines to be the most overall highly advantageous of those received. MAPC, as the contracting authority, will make the final determination of award.

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 on 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 the Vendor awarded the contract 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 of participating school districts. 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.

After a rating has been determined for each Non-Price Proposal, the evaluation committee designee will review the Price Proposals and determine the most highly advantageous proposal, taking into consideration the composite ratings and price. Although a proposal that does not provide the lowest price may be selected for award, price is still a factor in the overall evaluation.

After the Evaluation Committee has determined the most highly advantageous proposal, a subject matter expert working in support of the Committee and MAPC will visit that Proposer's facility to examine required backup documentation, including acceptable invoices as described in this RFP. These invoices will be used to substantiate the costs submitted as part of their proposal and confirm whether the information is valid. The subject matter expert will report back to MAPC and the Committee as to their findings. If they report back that the information is not valid, the Committee may determine not to proceed to award. Please see Section 5.2 Non Price Proposal Preparation, Part 4 Market Basket Workbook for further information on the information that will be validated.

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 2 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 school districts. 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.

The awarded Vendor's refusal to execute the contract, 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.

As stated previously, participating school districts shall sign their own independent contracts with the awarded Vendor, however such contracts can simply reference this RFP and the associated contract as the master contract, and therefore do not need to repeat all the terms and conditions stated in this RFP and the master contract it signs with MAPC. Any such contracts between school districts and the awarded Vendor must also comply with any local rules or regulations, and should be approved by the school districts' municipal counsel.

4.6 Authorization to Proceed

Upon receipt of executed contracts from the Vendor, MAPC will issue a written "Authorization to Proceed" after which the contracted Vendor 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 school districts that Buyers may make purchases from the selected Vendor 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.

The Vendor 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 Tuesday June 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 can 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 school districts 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 PARTS and noted as such in the paper and electronic submissions

- Part 1 – Introduction
- Part 2 – Minimum Quality Requirements
- Part 3 – Overall Produce Provision and Local Produce Provision
- Part 4 – Market Basket Workbook
- Part 5 – Description of Experience and Capabilities
- Part 6 – References

Part 1 - Introduction

In Part 1, the 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
- Non-Lobbying Attestation
- 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

Part 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 Part 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/or 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 school district 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.
- Has submitted all required forms and information. Provided all forms, documents, and other information required by this RFP to thoroughly evaluate the proposal.
- Confirms that it does not have any current judgments, liens, suits or UCC filings against it.

- Agrees that it shall integrate the highest ethical, human rights and social responsibility principles throughout its organization and in its selection of subcontractors and grower/shipper partners.
- Agrees to conduct its business in compliance with all applicable laws with respect to fair labor standards and human rights, including but not limited to all laws that support the elimination of exploitative or forced labor.
- Agrees to be solely responsible for maintaining accurate weekly price lists that include item code, item description, case packaging, unit of measure, country of origin (and if applicable state, county, farm) and price that will be consistently distributed at a mutually agreed upon time each week.
- Agrees that each invoice will include district, account name, transaction date, invoice number, product number, product description including country of origin (and if applicable state, county, farm) UOM, quantity sold, total sale, and price per Unit of Measure (UOM).
- Agrees to provide monthly spend reports that include district, account name, transaction date, invoice number, product number, product description including country of origin (and if applicable state, county, farm), UOM, quantity sold, total sale, and price per UOM.
- Agrees to comply with the following formula to set a weekly Contract Unit Price; Contract Unit Price = Delivered Price (product price + applicable freight + applicable broker fees) + Distribution Price.

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

Part 3 – Overall Produce Provision and Local Produce Provision

For Part 3, Proposers must fill out and submit the Provision spreadsheet provided in Appendix B. That spreadsheet provides space for Proposers to answer two questions about the items specified: 1) whether they can provide each listed fruit and vegetable item as specified in the spreadsheet; 2) whether they can provide a significant amount of those items from local sources when available. Proposers must answer Y (yes) or N (no) for each item. Of course there are a number of produce items that cannot be provided locally at all – for such items, the vendor can write N/A in the local provision column.

Part 4 – Market Basket Workbook

In Part 4, the Proposer must carefully follow the instructions provided in the Market Basket Workbook included at Appendix C. The Market Basket Workbook will be used as part of the evaluation of non-price proposals. Proposers have to provide the information requested in the Workbook for 30 produce items listed in the Market Basket Tab of the Workbook. Proposers must fill in all the information requested in the columns in that Tab titled Distributor Product Details.

For each item, it is required that the grower/shipper and freight invoices are made available to substantiate each cost. These **invoices DO NOT HAVE TO BE** submitted as part of the proposal but must be available for review to validate the information provided in the workbook submission. Items bought through brokers or intercompany subsidiaries must have grower/shipper and freight invoices. The invoice must be directly from the grower/shipper or freight company and not an internal purchase order, requisition, sales order, sales confirmation or bill of lading.

As stated previously in the Section 4.4, Selection Process, after the Evaluation Committee has determined the most highly advantageous proposal, a subject matter expert working in support of the Committee and MAPC will visit that Proposer's facility to examine required backup documentation, including acceptable invoices as described above. These invoices will be used to substantiate the costs submitted as part of their proposal and confirm whether the information is valid. The subject matter expert will report back to MAPC and the Committee as to their findings. If they report back that the information is not valid, the Committee may determine not to proceed to award.

Part 5 – Description of Experience and Capabilities

In Part 5, the Proposer must provide the following:

- A description of the experience of the Vendor in providing the fruit and vegetable items 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 means by which a Vendor will regularly provide information regarding the farm or origin of locally grown products (for whole and processed produce) including item code, item description, case packaging, unit of measure (UOM) and price. A list of local farms the Vendor sources from should be included in this Tab.
- A description of the channels (e.g. phone, fax, email, online) by which participating school districts will be able place orders with the Vendor on a weekly basis.
- A description of the way the Vendor will communicate weekly product availability and pricing to participating school districts and MAPC.
- A description of the Vendor's plan for delivering to the 68 school districts and more than 350 schools each week. In this description, please include the number of refrigerated trucks (see requirements in section 8.5) that are currently owned or leased, the number of trucks that will be needed to service these schools, a draft of the delivery schedule by school district (not by school), the delivery time range and method for selecting the delivery day for each school.

The “Experience and Capabilities” measures listed above, which Vendors are asked to describe, will inform the criteria by which the proposals will be evaluated alongside the information in Tabs 3 and 4. Section 7 “Evaluation Criteria” further describes the criteria by which Non-Price Proposals will be evaluated.

Part 6 - References

In Part 6, the Proposer shall provide three specific references. These references must be provided in writing using the Reference Template provided in Appendix D. 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 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.

5.3 Price Proposal Preparation

Proposers shall include as their Price Proposal the spreadsheet provided at Appendix E. The Price Proposal spreadsheet includes the annual case volume for the items specified. For each item, the proposer must provide a Contract Unit Price, which is defined as the Delivered Price (which is inclusive of the product price + applicable freight + applicable broker fees) plus the Distribution Price (which represents the additional charge the Vendor places on the product for getting it to the Participants). Please read Section 8.1 in the Terms and Conditions for further information on pricing requirements and definitions of pricing terms.

In instances where Participants need to modify pack sizes, a split case fee will be added to the item’s delivered price (pre-split). The formula will be the delivered price of the product plus the distribution price plus the split case fee multiplied by the percentage of the master case that is being ordered. A \$2.00 split case fee (pre-split) will be applied to each split case, in accordance with the formula above. No other labor, packing, delivery or overhead charges can be applied to split cases. All other fees associated with splitting cases must be included in the split case fee or the distribution price. Please refer to Section 8.2 for further information.

The per case Distribution Price proposed in the Price Proposal Submission will remain fixed for the duration of the first year of the contract. After the first year, the Distributed Prices proposed for years 2 and 3 of the contract will be applied, if the contract is extended by MAPC. The proposer shall submit its Distribution Price for years 2 and 3 in their Price Proposal Submission. Distribution prices can change after the first year as proposed for years 2 and 3 (i.e. go up or down), but must remain

constant through the length of each contract year. They must also be based on a reasonable determination of what distribution costs may be in future years.

For the purposes of the Price Proposal spreadsheet the Vendor must provide the Delivered Price and Distribution Price for each item.

The prices proposed in Appendix E should be those that the Vendor would offer for produce products during the week of June 18, 2018, which is the week directly following the RFP due date and should be compliant with the methodology to determine the Contract Unit Price that is outlined in this RFP. These Contract Unit Price must be entered into the columns specified in the Price Proposal spreadsheet and submitted as the Proposers' price proposal.

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
- 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 and Lorraine See

Metropolitan Area Planning Council

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

No later than Thursday, June 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 June 7, 2018 at 12:00 PM to mfine@mapc.org and lsee@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:

- *Overall and Local Provision*
 - *Ability of the Proposer to supply the total cases with the exact specification desired*
 - *Ability of the Proposer to supply local produce when available*
- *Market Basket Workbook Criteria*
 - *Product Acquisition*
 - *Freight Charges*
 - *Market Basket Delivered Price Costs*
 - *Produce Freshness*
- *Experience*
 - *Experience of the Vendor in providing the range of fruits and vegetables sought*
 - *Experience of the Vendor in working with institutional clients, such as school districts*
- *Capabilities*
 - *Ability of the Vendor to provide participating school districts with regular information regarding the farm or state of locally grown products (for whole and processed produce)*
 - *Ability of the Vendor to provide participating school districts with an easy means of placing orders and receiving invoices*
 - *Ability of the Vendor to regularly and clearly communicate product availability and pricing to participating school districts*
 - *Ability of the Vendor to provide a plan, with sufficient numbers of trucks, to provide a minimum of one primary produce delivery to each participating district each week*
- *References*

- *Experience of References with the Proposer*

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

7.1 Overall and Local Provision

7.1.1 Ability of the Proposer to supply the total cases with the exact specification described

Rating	Criteria
<i>Highly Advantageous</i>	The Proposer can supply more than 90 percent of the total cases with the exact specification as that provided in the Specifications spreadsheet (Appendix A)
<i>Advantageous</i>	The Proposer can supply more than 80 percent of the total cases with the exact specification as that provided in the Specifications spreadsheet (Appendix A)
<i>Not Advantageous</i>	The Proposer cannot supply 80 percent of the total cases with the exact specification as that provided in the Specifications spreadsheet (Appendix A)

7.1.2 Ability of the Vendor to supply local produce when available

Rating	Criteria
<i>Highly Advantageous</i>	The Proposer demonstrates that it can provide at least 75 percent of multiple items listed in Appendix A from local sources when in season or otherwise available
<i>Advantageous</i>	The Proposer demonstrates that it can provide at least 50 percent of multiple items listed in Appendix A from local sources when in season or otherwise available
<i>Not Advantageous</i>	The Proposer demonstrates that it cannot provide at least 50 percent of multiple items listed in Appendix A from local sources when available

7.2 Market Basket Workbook Criteria

7.2.1 Product Acquisition

Rating	Criteria
<i>Highly Advantageous</i>	The Proposer purchased more than 66 percent of total cases direct from a grower/shipper as calculated from the market basket workbook
<i>Advantageous</i>	The Proposer purchased more than 33 percent of total cases direct from a grower/shipper as calculated from the market basket workbook
<i>Not Advantageous</i>	The Proposer purchased less than 33% of total cases direct from a grower/shipper as calculated from the market basket workbook

7.2.2 Freight Charges

Rating	Criteria
<i>Highly Advantageous</i>	The Proposer consistently calculated freight charge per case in the market basket workbook by dividing the invoiced freight charge for a full load by the number of pallets per full load and dividing by the number of cases per pallet for that specific item and did not apply freight charges for local pick up and back haul that cannot be substantiated with an invoice.
<i>Advantageous</i>	The Proposer consistently calculated freight charge per case in the market basket workbook by dividing the invoiced freight charge for a full or partial load by the number of pallets per full or partial load and dividing by the number of cases per pallet for that specific item and if charging for local pick up or back haul, a a predetermined fixed freight charge for local pick up and back haul was applied.
<i>Not Advantageous</i>	The Proposer did not use a predetermined formula to consistently calculate freight charges and/or did not

use an invoiced freight charge as the basis for determining the freight charge per case in the market basket workbook.

7.2.3 Market Basket Delivered Price Costs

Rating	Criteria
<i>Highly Advantageous</i>	The Proposer had the lowest weighted total delivered price for all items in the market basket workbook
<i>Advantageous</i>	The Proposer was within 10 percent of the lowest weighted total delivered price for all items in the market basket workbook
<i>Not Advantageous</i>	The Proposer was not within 10 percent of the lowest weighted total delivered price for all items in the market basket workbook

7.2.4 Determining a consistent methodology for setting the contract unit price

Rating	Criteria
<i>Highly Advantageous</i>	The Proposer submitted invoiced product and freight costs for 90 percent or more of total cases showing that the purchase was made during the exact week specified in the market basket workbook.
<i>Advantageous</i>	The Proposer submitted invoiced product and freight costs for 85 percent or more of total cases showing that the purchase was made during the exact week specified in the market basket workbook.
<i>Not Advantageous</i>	The Proposer did not submit invoiced product and freight costs for 85 percent showing that the purchase was made during the exact week specified in the market basket workbook.

7.3 Experience

7.3.1 Experience providing fruits and vegetables

Rating	Criteria
<i>Highly Advantageous</i>	The Proposer has more than five years of experience providing a range of fruits and vegetables to clients.
<i>Advantageous</i>	The Proposer has more than two years of experience providing a range of fruits and vegetables to clients.
<i>Not Advantageous</i>	The Proposer has less than two years of experience providing a range of fruits and vegetables to clients.

7.3.2 Experience working with institutional clients

Rating	Criteria
<i>Highly Advantageous</i>	The Proposer has provided fruits and vegetables to more than five institutional clients in the past five years.
<i>Advantageous</i>	The Proposer has provided fruits and vegetables to at least one institutional client in the past five years.
<i>Not Advantageous</i>	The Proposer has not provided fruits and vegetables to institutional clients.

7.4 Capabilities

7.4.1 Tracking source of produce

Rating	Criteria
<i>Highly Advantageous</i>	The Proposer can provide reporting that identifies the state, county and farm the delivered produce is sourced from.
<i>Not Advantageous</i>	The Proposer cannot provide reporting that identifies the state, county or farm the delivered produce is sourced from.

7.4.2 Mechanisms for ordering and invoicing

Rating	Criteria
<i>Highly Advantageous</i>	The Proposer demonstrates that it can provide school districts and schools with an online catalogue to order the exact MAPC produce specification, as described in Appendix A, and receive invoices, as outlined in Part 2 - Minimum Quality Requirements.
<i>Advantageous</i>	The Proposer demonstrates that it can provide school districts and schools with options to order the exact MAPC produce specification and receive invoices, as outlined in Part 2 - Minimum Quality Requirements, via email or other online application.
<i>Not Advantageous</i>	The Proposer has not described an efficient and sustainable ordering process that retains a record of the exact MAPC produce specification ordered and/or receive electronic invoices, as outlined in Part 2 - Minimum Quality Requirements for school districts and schools.

7.4.3 Plan for delivery to the participating school districts

Rating	Criteria
<i>Highly Advantageous</i>	The Proposer has the most trucks making deliveries each day in a logical order with short delivery time ranges and with sufficient redundancy for Vendor errors and unexpected circumstances and conditions to be addressed promptly
<i>Advantageous</i>	The Proposer has a sufficient amount of trucks making deliveries each day in a logical order with short delivery time ranges and with sufficient redundancy for Vendor errors and unexpected circumstances and conditions to be addressed promptly
<i>Not Advantageous</i>	The Proposer does not provide a sound plan for making deliveries each day in a logical order and does not have enough trucks to meet the needs of participating school districts.

7.5 References

7.5.1 Experience of references with the Proposer

Rating	Criteria
<i>Highly Advantageous</i>	Three references provided by the Proposer commented substantively and positively on their experiences with the Proposer and gave highly positive recommendations
<i>Advantageous</i>	Three references provided by the Proposer commented fairly positively on their experiences with the Proposer and gave good recommendations
<i>Not Advantageous</i>	Three references provided by the Proposer did not provide positive comments on their experiences with the Proposer, were not provided by the Proposer or did not sufficiently answer the questions in the Reference Template

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 and Weekly Price Provision

The Vendor will provide participating school districts and schools with pricing for each upcoming week on Wednesday of the week before orders would be delivered. Orders from districts would be expected two business days prior to delivery. Orders delivered on Monday would be placed on the prior Thursday, Orders delivered on Tuesday would be placed on the prior Friday and orders delivered on Wednesday would be placed on the prior Monday, etc... One of two consistent methodologies for determining the weekly contract unit price for each item must be used. The Vendor must choose between using the highest volume invoice from the primary (majority) supplier with normal freight charges from the preceding Thursday through Wednesday noon for the contract unit price that will be applied to Participants for the following Monday through Sunday or use the weighted average of all invoices for that specific product from all suppliers with appropriate freight charges from the preceding Thursday through Wednesday noon for the contract unit price that will be applied to Participants for the following Monday through Sunday.

The Delivered Price is strictly defined as the net price actually paid for the product by the Vendor to the primary (majority) supplier for that product for primary (majority) supplier cost on normal volumes plus normal freight charges incurred. The only standard and additional allowable cost components that can be added to delivered price are actual transaction taxes incurred, duties, and brokerage charges (each only as applicable) incurred by the vendor and maintained as part of the auditable record. Unless expressly agreed to in writing between the parties, no other cost components will be allowed; i.e. all operational costs (e.g. pre-cooling, palletization, sorting, shrinkage, repack, handling, shelf/stocking fees, etc.) are to be included and covered by the distribution price. Should the vendor receive any allowance, rebate or reimbursement of any kind from its supplier or any third party for any product, the Vendor agrees that the cost charged to Participant will be net of and reduced by the full amount of the allowance, rebate or reimbursement received by the Vendor regardless of the source or description of the allowance, rebate or reimbursement.

The Vendor's Delivered Price and therefore the weekly Contract Unit Price can be changed based on Economic Price Adjustments. MAPC reserves the right to request that the vendor substantiate their proposed delivered price with a grower/shipper invoice, as prescribed in this RFP. If the price on the grower/shipper invoice does not match the offered price due to a freight charge, the freight charge must be indicated on the grower/shipper invoice, by the vendor. A separate freight invoice may be required as further documentation. Bulk freight charges are to be broken down by the case, as prescribed in this RFP. The request for substantiating invoices can be made at any time during the term or as part of the agreed upon audit rights. Pricing errors will be resolved according to the agreed upon Price Discrepancy Resolution Process.

The Per Case Distribution Price proposed in the Price Proposal Submission will remain fixed for the duration of the first year of the contract. After the first year, the Distributed Prices proposed for years 2 and 3 of the contract will be applied, if the contract is extended by MAPC. The proposer shall submit its Distribution Price for years 2 and 3 in their Price Proposal Submission. Distribution prices can change after the first year as proposed for years 2 and 3 (i.e. go up or down), but must remain constant through the length of each contract year. They must also be based on a reasonable determination of what distribution costs may be in future years.

8.2 Split Case Fees

In instances where Participants need to modify pack sizes, a split case fee will be added to the item's delivered price (pre-split). The fee for breaking a case will be \$2.00 per case (pre-split) for the full duration of the contract. The formula will be the delivered price of the product plus the distribution price plus the split case fee multiplied by the percentage of the master case that is being ordered. No other labor, packing, delivery or overhead charges can be applied to split cases. . All other fees associated with splitting cases must be included in the split case fee or the distribution price.

8.3 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 and Participating school districts and school districts of the alternative product and provide pricing that follows the Contract Unit Price methodology prescribed in this RFP.

8.4 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.

8.5 Performance Standards

Fresh fruits and vegetables of high quality are required to be furnished and delivered on dollies or jacks inside the cafeteria storerooms with product kept off of the ground.

All items offered shall be of the required pack specified in this RFP or a proposed alternative pack and shall be subject to all federal and state regulations applicable thereto. Prices are to be submitted for U.S. grades and noted on the proposal pages by the bidder.

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 participating School District's Food Service Directors.

Fresh fruits and vegetables shall be subject to inspection, test and grading by the U.S. Department of Agriculture and items found to be below grade specified may be rejected and shall be replaced by the grade specified. Failure to promptly replace with the approved grade will be sufficient cause to terminate this contract. Any expense for testing will be paid by the Vendor, if test shows product to be below grade.

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

Proposers must bid on all items and Contract Unit Pricing shall include both delivered pricing and distribution pricing.

The contracted Vendor 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. Delivery personnel will wear clean, professional uniforms and name tags and will enter and exit buildings through appropriate doors and will not leave doors open.

Upon request, the contracted Vendor must furnish the U.S.D.A. grade certificates indicating items to be U.S. Grade A, when appropriate. U.S. grade certificate or an approved description shall be submitted for required items prior to delivery. When applicable, these certificates must cover the specific brand of item(s) being delivered and shall be the same as the codes listed on the certificate of descriptive label.

Any items rejected, or found to be unacceptable after delivery must be replaced within 24 hours by the Vendor.

If the contracted Vendor fails to comply with the requirements of this section, "Performance Standards", the Participating school district shall have the right to cancel its purchase without recourse by the contracted Vendor, provided the school district serves the contracted 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.

8.6 Method of Acquisition

At the discretion of each Participating school district, commercial credit cards (e.g. American Express, MasterCard, etc.) may be used to make purchases. All contract pricing will remain in effect, as will the buyers' tax exempt status.

8.7 Ordering

Upon award of a contract, the Vendor must begin accepting orders in full compliance with the requirements of this RFP and their proposal within fifteen (15) days of contract execution.

The contracted Vendor must accept orders placed by buyers without hesitation or delay and provide an anticipated delivery date and production schedule to which it will be reasonably held.

Each participating 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.

8.8 Delivery Locations

The participating school districts have identified the locations/addresses for which the fruits and vegetables must be delivered in the sections below. These are provided in the accompanying spreadsheet at Appendix F. The contracted Vendor that takes orders from these school districts must be able to deliver to the locations specified in those orders.

8.9 Delivery of Goods

All primary produce deliveries must be made between 6:00am and 1:30pm on Monday and Tuesday and 6:00am to 12:00pm on Wednesday. Second deliveries may be needed between 12:00pm and 1:30pm on Wednesday and 6:00am and 1:30pm on Thursday and Friday. The contracted Vendor will guarantee one delivery each week within the times specified above based on a set weekly schedule they agree with the participating school districts. The delivery times provided above can be adjusted at the request and/or approval of a school food director from a participating municipality.

Additional deliveries during a week provided by the contracted Vendor at the request of a participating school district will incur a \$35 charge, unless the additional delivery total is more than \$300, in which case the additional delivery shall not incur an added charge.

Proposers have been asked to provide a plan that explains how participating school districts will receive the goods they have estimated they require to meet their needs. The participating school districts reserve the right to increase or decrease quantities subject to appropriation or other availability of funds and in accordance with MGL Chapter 30B.

Fruit and vegetable products shall be delivered in the quantity and on the date as ordered.

As noted above, deliveries will be made to the addresses as specified in Appendix E. The contracted Vendor shall pay all freight and delivery charges. Deliveries must be made at delivery times agreed to by the schools.

All deliveries shall be made inside the kitchen or approved storage area of each school. Participating school districts are free of all obligations if the deliveries are made otherwise.

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

Personnel from participating school districts are not required to assist in the deliveries and the contracted Vendor is 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 fruits/vegetables shall be delivered. No deliveries will be accepted on public holidays when schools are closed. The contracted Vendor shall work with participating school districts to ensure deliveries are made during weeks when weather or holidays interferes with regular delivery schedules. Summer deliveries and service must be provided as needed to participating school districts which operate a summer meals program.

8.10 Local, Precut or Portioned Product Distribution

Participating school districts may procure locally grown, precut or portioned produce outside of this contract. While such goods would need to be separately procured, the contracted Vendor agrees that it would allow such product to be distributed under the same terms and conditions as those prescribed in this RFP. Such an agreement may be with regards to special pricing arrangements and related terms and conditions. In such cases, the contracted Vendor acknowledges and agrees that these proprietary third-party agreements prevail over the contracted Vendor item cost (whether FOB or delivered) when determining an item's delivered price.

8.11 Returns

The participating school districts have identified the locations/addresses for which the fruits and vegetables must be delivered in the sections below. These are provided in the accompanying spreadsheet at Appendix B. The contracted Vendor that takes orders from these school districts must be able to deliver to the locations specified in those orders.

The contracted Vendor guarantees that upon inspection, any defective or inferior supplies shall be replaced without additional costs to the Participating school district. The contracted Vendor will

assume any additional cost accrued by the Participating school district due to defective or inferior supplies.

8.12 Invoicing/Delivery Slips

Two delivery slips must be left at each school upon delivery, complete with the account name, transaction date, invoice number, product number, product description including country of origin (and if applicable state, county, farm), UOM, quantity sold, total sale, and price per Unit of Measure (UOM). 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 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.

8.13 Warranty

Proposers warrant (1) that the produce 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 school districts.

8.14 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 the contracted Vendor 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. The contracted Vendor 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 contracted Vendor.

8.15 Contract Administration Reporting and Fees

The contracted Vendor will be required to pay a contract administration fee of \$0.30 cents for every case sold under the contract. The contracted Vendor will be required to report the amount of cases

sold under the contract to MAPC on a quarterly basis. These Case Sales Reports shall be due on September 30, January 30, April 30 and June 30 each year the contract is in effect.

MAPC will invoice the contracted Vendor for what they owe based on these reports after which payment of the quarterly Contract Administration Fee is due from the Vendor to MAPC within 30 days of invoicing.

8.16 Audit Rights and Price Discrepancy Resolution

MAPC and/or any third-party audit consultant it chooses to engage may audit and inspect a representative sample of the contracted Vendor's Records not more than twice annually for a period commencing on the Effective Date and expiring on the three (3) year anniversary of either the expiration of the Term or the last sale of products by the contracted Vendor to MAPC or any Participant, whichever occurs later, to determine if the contracted Vendor is in compliance with its obligations hereunder. **These audits will be conducted on site at the Vendor's facility or office location and no records or information from the Vendor will be required to be submitted electronically.**

Said audit shall consist of a minimum of thirty-five (35) invoiced transaction line items, selected by MAPC for the period of up to three (3) years preceding the date of the audit or back to the date of the most recent audit, whichever occurs later ("The Audit Period"). The representative sample will be analyzed and weighted in its entirety and aggregate findings will include both undercharges and overcharges as found within the representative sample. If any representative sample of these records yields a pricing discrepancy of 8% or greater of the total spend of the selected audit items, MAPC may, in its sole discretion, elect to require a line item audit of any and all Products sold during the Audit Period or extrapolate overcharges for any unaudited sales of all products during the Audit Period and have such larger purchase volume deemed included within the scope of the audit. For the purposes of the foregoing, the term "Representative Sample" shall include both low volume and high-volume purchases of a variety of Products sold to any of the Participants under this Agreement. The term "Records" shall include, but not be limited to, the contracted Vendor's accounts receivable and accounts payable records relating to this Agreement and/or the products, invoices, supplier statements, statements of the contracted Vendor's processes, freight and brokerage invoices, and any other of the contracted Vendor's records for the purpose of validating the primary (majority) supplier, normal volumes and/or normal freight for any item in the representative sample.

Supplier invoices must be available to MAPC in their entirety, and such invoices may not be adulterated in any way. To the extent desired by MAPC, the contracted Vendor agrees to authorize all of its suppliers to be available to MAPC for invoice verification purposes. If MAPC audit of the contracted Vendor's Records reveals pricing discrepancies for less than 8% of the total spend of the originally selected audit items, then the contracted Vendor shall promptly reimburse MAPC the full amount of the overcharge. If MAPC audit of The contracted Vendor's Records reveals pricing discrepancies for 8% or greater of the total spend of originally selected audit items, then the contracted Vendor shall reimburse MAPC the full amount of the overcharge from the entire line item

audit of any and all Products sold during the Audit Period or the extrapolation of the overcharge of any unaudited sales of all products during the Audit Period plus MAPC's expenses incurred in performing the audit plus an amount equivalent to fifty percent (50%) of the overcharge as liquidated damages (and not as a penalty) within seven (7) days of demand therefore. Further, the parties acknowledge the difficulty of ascertaining the full extent of damages to MAPC resulting from systematic overcharges and will provide for liquidated damages which represent their reasonable estimate of the resulting injury.

8.17 Right to Inspect Products

During the conduct of an audit, representatives from MAPC and participating school districts shall have the right to request and receive access to inspect products from the market basket that is being audited.

8.18 Indemnification

The contracted Vendor will be required to indemnify, defend, and hold harmless MAPC, the Participating school districts, 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 contracted Vendor and/or the failure to comply with the terms and conditions of the contract, whether by the contracted Vendor or its employees, consultants, or subcontractors.

8.19 Insurance

The contracted Vendor 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 school districts, and all eligible parties. The contracted Vendor shall provide MAPC will certification of such as a condition of award if requested. This insurance shall be provided at the contracted 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

8.20 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.

8.21 Miscellaneous

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

8.22 Responsibilities of Participating School Districts

As per 7 CFR 210.21 Subpart E, participating school districts in their role as school food authorities are the party that must comply with the requirements of 7 CFR Part 3016 and 7 CFR Part 3019 as applicable, which implement the applicable Office of Management and Budget Circulars, concerning the procurement of all goods and services with school food service account funds. While the contract for purchases made through this Request for Proposal (RFP) will be held by MAPC with the contracted 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:

Lorraine See, Senior Procurement Specialist

Metropolitan Area Planning Council

60 Temple Place, 6th Floor

Boston, MA 02111

Phone: 617.933.0766

Email: lsee@mapc.org

Re: RFP#: MAPC 2017-School Produce

Dear Ms. See,

In response to your Request for Proposals (“RFP”), we [insert name of Proposer] (“the Proposer”) hereby submit our Proposal to provide produce to the cities, towns and their school districts including: Acton-Boxborough, Acushnet, Andover, Arlington, Ashland, Assabet Valley Regional Tech, Avon- Middle/High School, Blackstone Millville RSD, Belmont, Beverly, Billerica, Boston, Braintree, Burlington, Cambridge, Carver, Canton, Chelmsford, Cohasset, Concord - Carlisle RSD, Concord, Danvers, Dartmouth, Dedham, Dover – Sherborn, Dracut, Foxborough, Gloucester, Halifax Elementary, Hanover, Holliston, Keefe Regional Technical School District, Lincoln, Littleton, Mansfield, Marshfield, Medfield, Medford, Methuen, Milford, Milton, Nashoba Regional, Needham, Norfolk, Norwell, Old Rochester, Plainville, Pembroke, Quincy, Reading, Rockport, Scituate, Seem Ed. Collaborative, Sharon, Shrewsbury, Silver Lake RSD, Somerville, Southeastern Regional Vocational Tech HS, Triton Regional (Newbury, Rowley, Salisbury), Wakefield, Waltham, Watertown, Wareham, Wayland, Weston, Westwood, Wilmington and Wrentham/Plainville and any other districts from Metropolitan Area Planning Council member communities may also use the resulting contract upon execution.

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

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 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

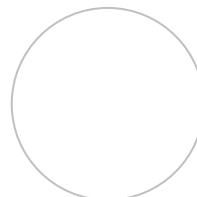
Fax

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)

Printed Name

Title

Name (as used for tax filing)

SS# or Federal ID#

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)

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 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)

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 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 school districts within one (1) business day of such debarment, suspension, or prohibition from practice.

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.

Non-Lobbying Attestation

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Name

Authorized Representative Name (Printed)

Authorized Signature

Date

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 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)

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.

Minimum Quality Requirements – Additional Certifications/Attestations

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

- e. Proposer confirms that it does not have any current judgments, liens, suits or UCC filings against it.

Yes No

- f. Proposer agrees that it shall integrate the highest ethical, human rights and social responsibility principles throughout its organization and in its selection of subcontractors and grower/shipper partners.

Yes No

- g. Proposer agrees to conduct its business in compliance with all applicable laws with respect to fair labor standards and human rights, including but not limited to all laws that support the elimination of exploitative or forced labor.

Yes No

- h. Proposer agrees to be solely responsible for maintaining accurate weekly price lists that include item code, item description, case packaging, unit of measure, country of origin (and if applicable state, county, farm) and price that will be consistently distributed at a mutually agreed upon time each week.. .
- i. Proposer agrees that each invoice will include district, account name, transaction date, invoice number, product number, product description including country of origin (and if applicable state, county, farm), UOM, quantity sold, total sale, and price per Unit of Measure (UOM)

Yes No

- j. Agrees to provide monthly spend reports that include district, account name, transaction date, invoice number, product number, product description including country of origin (and if applicable state, county, farm), UOM, quantity sold, total sale, and price per UOM.

Yes No

- k. Agrees to comply with the following formula to set a weekly Contract Unit Price; Contract Unit Price = Delivered Price (product price + applicable freight + applicable broker fees) + Distribution Price.

Yes No

Authorized Agent of the Respondent:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

10 Sample Contract

The following pages contain a sample contract that MAPC will enter into with the contracted Vendor.

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 public body for the Cities, Towns and School Districts of Acton-Boxborough, Acushnet, Andover, Arlington, Ashland, Assabet Valley Regional Tech, Avon- Middle/High School, Blackstone Millville RSD, Belmont, Beverly, Billerica, Boston, Braintree, Burlington, Cambridge, Carver, Canton, Chelmsford, Cohasset, Concord - Carlisle RSD, Concord, Danvers, Dartmouth, Dedham, Dover – Sherborn, Dracut, Foxborough, Gloucester, Halifax Elementary, Hanover, Holliston, Keefe Regional Technical School District, Lincoln, Littleton, Mansfield, Marshfield, Medfield, Medford, Methuen, Milford, Milton, Nashoba Regional, Needham, Norfolk, Norwell, Old Rochester, Pembroke, Plainville, Quincy, Reading, Rockport, Scituate, Seem Ed. Collaborative, Sharon, Shrewsbury, Silver Lake RSD, Somerville, Southeastern Regional Vocational Tech HS, Triton Regional (Newbury, Rowley, Salisbury), Wakefield, Waltham, Watertown, Wareham, Wayland, Weston, Westwood, Wilmington and Wrentham/Plainville and any other districts from Metropolitan Area Planning Council member communities that may also use the resulting contract upon execution [**"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**.

Witnesseth that the parties AGREE as follows:

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: Fruits and Vegetables**.

Article II

Services of the Vendor

2. The **Vendor** will provide the goods and/or services as described in the **RFP** cited in Article 1 (above).

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 **Vendors**) 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 warrant 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 and will continue until August 31, 2018, or until otherwise terminated as provided by this AGREEMENT or the **RFP**.
14. **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.
15. 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.
16. 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

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

Article VIII

Assignment

18. 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

19. 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

20. 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.
21. 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

22. 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.
23. **MAPC** shall have the right to terminate this AGREEMENT for its convenience upon fourteen (14) calendar days of written notice.
24. Following termination of this AGREEMENT, the parties shall be relieved of all further obligations

hereunder except that:

25. **MAPC** shall not be liable for payments for the services and/or expenses or lost profits of the **Vendor** in the event of termination.
26. 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.

Article XIII

Entirety of Agreement

27. 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.
28. 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

29. 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

30. 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

31. 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 Acton-Boxborough, Acushnet, Andover, Arlington, Ashland, Assabet Valley Regional Tech, Avon- Middle/High School, Blackstone Millville RSD, Belmont, Beverly, Billerica, Boston, Braintree, Burlington, Cambridge, Carver, Canton, Chelmsford, Cohasset, Concord - Carlisle RSD, Concord, Danvers, Dartmouth, Dedham, Dover – Sherborn, Dracut, Foxborough, Gloucester, Halifax Elementary, Hanover, Holliston, Keefe Regional Technical School District, Lincoln, Littleton, Mansfield, Marshfield, Medfield, Medford, Methuen, Milford, Milton, Nashoba Regional, Needham, Norfolk, Norwell, Old Rochester, Pembroke, Plainville, Quincy, Reading, Rockport, Scituate, Seem Ed. Collaborative, Sharon, Shrewsbury, Silver Lake RSD, Somerville, Southeastern Regional Vocational Tech HS, Triton Regional (Newbury, Rowley, Salisbury), Wakefield, Waltham, Watertown, Wareham, Wayland, Weston, Westwood, Wilmington and Wrentham/Plainville and any other districts from Metropolitan Area Planning Council member communities that may also use the resulting contract upon execution:

X _____

Signature

Date

Name

Title

For the **VENDOR**:

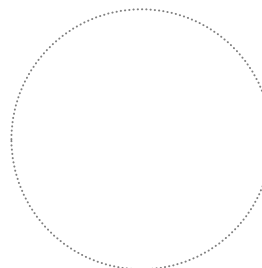
X _____

* Signature

* Date

* Title

* Name



* Affix Corporate Seal

(or mark “n/a”)

EXHIBIT A

Notice Addressees

For **MAPC**:

Marc Draisen

Name

Executive Director

Title

MAPC

Organization:

60 Temple Place

Street Address

Boston, MA 02111

City, State, ZIP

617.451.2770

Phone

mdraisen@mapc.org

E-mail

For the **VENDOR**:

* Name

* Title

Organization:

* Street Address

* Street Address

* Phone

* 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

* * * * *