

**Procurement of New England/Northeastern Regional Produce  
from Regional Food Aggregators**

**REQUEST FOR PROPOSALS  
RFP #NE Produce 2023**

ISSUED MAY 22, 2023

**The Metropolitan Area Planning Council issues this Request for Proposal (RFP) as a Cooperative Purchasing Agreement on behalf of itself and the other twelve Regional Planning Agencies in Massachusetts that together make up the Massachusetts Association of Regional Planning Associations (MARPA).**

**In so doing, this RFP can be utilized, at their discretion,  
by all school districts in the Commonwealth.**



## LEGAL NOTICE

The Metropolitan Area Planning Council (MAPC) is requesting proposals from qualified Vendors that aggregate and distribute New England/Northeast produce (i.e., fruits and vegetables) and can do so for school districts throughout the Commonwealth. RFP documents can be accessed by emailing Kelsi Champley ([kchampley@mapc.org](mailto:kchampley@mapc.org)) any time after 12:00 pm, May 22nd, 2023. **Proposals from qualified Vendors are due on Friday June 16<sup>th</sup> at 3pm by submitting documents to CommBUYS and to [NEproduce2023@mapc.org](mailto:NEproduce2023@mapc.org).** Late bids will not be considered. Please see bid documents for complete bid information and submission details.

Vendors must submit all materials requested in accordance with the requirements of this RFP and in the order and format requested in order to be considered complete and responsive.

A contract(s) will be awarded to the eligible, responsive, and responsible vendor(s) identified as offering the lowest total price for all items. The term of any contract(s) resulting from this RFP will be from date of execution through June 30, 2024. MAPC reserves the right to accept or reject any and all bids, or any part or parts thereof, and to cancel this solicitation at any time. No bid bond is required.

## **SECTION 1: DESCRIPTION AND APPLICABLE LAWS**

### **Purpose**

Earlier this year, the Massachusetts Department of Elementary and Secondary Education, Office for Food and Nutrition Programs (FNP) in partnership with Massachusetts Farm to School (MFTS) offered a funding opportunity to school districts aimed at increasing their capacity to procure local unprocessed or minimally processed foods for school meals. The program is known as the Northeast Food for Schools (NFS) program. Through this opportunity, funds were awarded to more than 230 districts across the Commonwealth (3.2 M<sup>1</sup> to purchase from producers, including but not limited to farmers, food hubs, and fishermen, within a 400-mile radius. The NFS program was created to highlight the opportunities for school districts to purchase from non-traditional aggregators and distributors of locally grown products such as food hubs and create new procurement relationships with a range of farmers and small businesses, including those from communities of color or led by women.

This RFP has been issued to assist school districts that have received NFS funding to expand their capacity for procuring/providing food eligible via this program, whereby strengthening local food systems, and improving meal quality for children of the Commonwealth.

### **Description of Goods**

This RFP seeks unprocessed or minimally processed fruit and vegetable products which could include whole, cut, or pureed fruits and vegetables, that are produced within a 400-mile radius of the State House in Boston Massachusetts. The RFP is open to all manner of produce purveyors, farmers, and local food aggregators, such as food hubs, with the ability to distribute across their regions. All products provided through this RFP must be fully traceable to the farm(s) of origin and information providing farm of origin information will need to be provided to the school districts with each delivery.

This RFP seeks proposals that offer core items that school districts would be looking to procure when available including but not limited to: apples, pears, broccoli, tomatoes, peppers, lettuce, corn, kale, green beans, carrots, potatoes, sweet potatoes, and squash. School districts are however open to other fruit and vegetable items that the proposer can provide, which must be included in the price proposal sheet you include (see description in proposal section).

### **Applicable Procurement Laws**

This procurement is issued pursuant to M.G.L. c. 30B s.22. As authorized by said statute, MAPC is acting as a public procurement unit in administering a cooperative purchasing agreement on behalf of the members of the Massachusetts Association of Regional Planning Agencies (MARPA), and the school districts within their regions. MAPC is conducting this procurement in a manner that constitutes full and open competition.

### **Use of RFP Process**

MAPC, through its designated Chief Procurement Officer (CPO), has deemed that an RFP process would best serve the interests of MARPA and Commonwealth school districts in purchasing via the NFS program. Such a process will enable proposals to be evaluated based on important criteria, including but not limited to vendors' experience providing the produce sought and working with farmers and small businesses from

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<sup>1</sup> See Appendix D for a list of participating school districts and monetary Northeast Food for Schools awards. Schools may also use additional funds for food purchases.

communities of color or led by women. It is important that the most advantageous proposals based on such factors are considered in addition to cost.

**Federal Regulations**

Please see Appendix A for relevant federal provisions.

## **SECTION 2: MINIMUM QUALIFICATIONS**

### **Quality Requirements**

Proposers must meet certain minimum quality requirements to be considered for further evaluation and contract award under this RFP. Proposers must complete and submit the “Minimum Quality Requirements Form” in Appendix B. These include 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 always be reached during delivery and school district business hours.
- 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/wholesaler/supplier 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.

We also ask vendors to indicate Hazard Analysis Critical Control Point Program (HACCP) is strongly encouraged for all areas of service and products including but not limited to: purchasing, temperature control, receiving, holding, storage, transportation, and delivery. All HACCP records should be documented and available for review. In lieu of an HACCP plan, vendors may demonstrate an alternative third-party food safety audit or certification.

## SECTION 3: PROPOSALS AND EVALUATION

### Proposal Content

Proposers are asked to submit two separate documents (with all the completed elements) electronically as part of their proposals. These are the:

- Technical Proposal; and the
- Price Proposal.

The technical proposal must include the following information:

- 1) All the required forms listed in Appendix B, including the “Minimum Quality Requirements Form.”
- 2) Documentation requested to evaluate proposals as described in the “Information for Evaluation” section and that speak to “Evaluation Criteria” as further described in this section.
- 3) Three references in the form provided in Attachment C.

The information provided in the technical proposal elements listed above will be used to evaluate respondents according to the criteria shown in the “Evaluation Criteria” section below.

The price proposal must be a separate document from the technical proposal and will be comprised of the price proposal sheet which is provided alongside this RFP document as Attachment 1. The price proposal form must be signed by an authorized signatory for the proposal. As shown in the document, proposers must:

- List all the products they include as part of their proposal,
- Describe those products with type and specification,
- Include the pack and/or relevant case size,
- Provide unit pricing for each produce item they can provide inclusive of delivery fees (and for the months in which they can provide those produce items); and
- Include which months the product will be available.

Please carefully read the “Proposal Submission” section below, which describes where, when, and how to submit the separate technical and price proposals. Please also note Section 4, which describes any allowed price changes between growing seasons.

### Information for Evaluation (for Technical Proposal)

To support the ability to adequately evaluate proposals, proposers are asked to provide the following information in a narrative format as part of their technical proposal:

- A description of the experience of the vendor in providing the fruit and vegetable items sought, and with institutional clients<sup>2</sup>. Please speak to the size, scope, and duration of such engagements.
- A description of the experience of the vendor in working with farmers and small businesses from communities of color or led by women. These groups can include, American Indians or Alaskan Natives, Asians or Asian Americans, Blacks or African Americans, Native Hawaiians or other Pacific

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<sup>2</sup> For the purposes of this RFP, we define institutional clients as schools, colleges, hospitals, jails, or municipalities serving meals on a weekly basis to 50 people or more.

Islanders, Hispanics, and women. Please include a list of farmers or small businesses from communities of color or led by women that a vendor is working with now, has worked with in the past or plans to do so going forward.

- A description of how a vendor will regularly provide information regarding the farm or origin of products including state, county, and farm of origin with each delivery/order. Please include a list of local farms the vendor sources from in your technical proposal.
- A description (and map if possible to provide) showing the geographic range of communities that a vendor can deliver to on a weekly or biweekly basis, when their produce is available; and a description of how they deliver (their own trucks, how many trucks, or outsourced, etc...), when they can schedule deliveries and an estimate of how many districts within the region they can serve on a weekly or biweekly basis.
- A list of the fruit and vegetable products the vendor can provide regularly during their growing seasons, including whether they are offered in unprocessed or minimally processed forms, including whether fresh or frozen. Please reference the list of core products in Section 1 but feel free to add more produce products that will be offered.
- A list of all the farms the vendor regularly sources from to inform the evaluators on how many farms the vendor will regularly source fruits and vegetables from.
- Provision of a current Hazard Analysis Critical Control Point Program (HACCP) plan is strongly recommended as part of proposal submission. In lieu of an HACCP plan, vendors may demonstrate an alternative third-party food safety audit or certification. If one is not available or the vendor has not undertaken a HACCP plan, they should describe any plans they have to create such a plan. If a HACCP is not a process a vendor is not willing to undertake, please describe the methods used to maintain food safety.

## **Evaluation Criteria**

The following criteria will be used to evaluate proposals:

### *General experience in providing produce to institutional clients<sup>3</sup>*

- Highly advantageous: proposer has five or more years of experience providing fruits and vegetables to institutional clients requiring consistent weekly deliveries.
- Advantageous: proposer has less than five years but at least two years of experience providing fruits and vegetables to institutional clients requiring consistent weekly deliveries.
- Not advantageous: proposer has less than two years of experience providing fruits and vegetables to institutional clients requiring consistent weekly deliveries.

Unacceptable: proposer has failed to provide sufficient information from which it can be evaluated on this criterion.

### *Experience working with farmers and small businesses from communities of color or led by women.*

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<sup>3</sup> For the purposes of this RFP, we define institutional clients as schools, colleges, hospitals, jails, or municipalities serving meals on a weekly basis to 50 people or more.

- Highly advantageous: proposer works directly with (or has in the past and will again), and sources produce from at least three farmers or small businesses from communities or color or led by women.
- Advantageous: proposer works directly with, and sources produce from less than three but at least one farmers or small businesses from communities or color or led by women or has plans to do so in the future.
- Not advantageous: proposer does not work with or source from any farmers or small businesses from communities of color or led by women, has never done so in the past and has no plans to do so going forward.
- Unacceptable: proposer has failed to provide sufficient information from which it can be evaluated on this criterion

*Tracking and provision of information on origin of produce*

- Highly advantageous: proposer can trace all items from the farm of origin, providing information with each delivery that identifies originating producer names and the exact producer address, including state, county, and location.
- Advantageous: proposer can trace at least 75 percent of items from the farm of origin, providing information with each delivery that identifies originating producer names and the exact producer address, including state, county, and location
- Not advantageous: proposer cannot provide tracing information on at least 75 percent of items from the farm of origin, providing information with each delivery that identifies originating producer names and the exact producer address, including state, county, and location.
- Unacceptable: proposer has failed to provide sufficient information from which it can be evaluated on this criterion

*Geography of delivery range*

- Highly advantageous: proposer has the capacity to deliver to sites 45 minutes or more from their central location on a weekly basis.
- Advantageous: proposer has the capacity to deliver to sites less than 45 minutes and at least 30 minutes from their central location on a weekly basis
- Not advantageous: proposer cannot deliver to any sites at least 30 minutes from their central location on a weekly basis.
- Unacceptable: proposer has failed to provide sufficient information from which it can be evaluated on this criterion

*Range of products that can be provided.*

- Highly advantageous: proposer can provide 50 percent or more of the items known as “core items” listed in the “Description of Goods” part of Section 1



- Advantageous: proposer can provide less than 50 percent but 15 percent or more of the items known as “core items” listed in the “Description of Goods” part of Section 1
- Not advantageous: proposer cannot provide at least 15 percent of the items known as “core items” listed in the “Description of Goods” part of Section 1
- Unacceptable: proposer has failed to provide sufficient information from which it can be evaluated on this criterion

*Number of producers products are sourced from.*

- Highly advantageous: proposer sources from at least 10 or more farms within the radius stated within the Description of Goods provided in Section 1
- Advantageous: proposer sources from fewer than 10, but at least 5 or more farms within the radius stated within the Description of Goods provided in Section 1
- Not advantageous: proposer sources from fewer than 5 farms within the radius stated within the Description of Goods provided in Section 1
- Unacceptable: proposer has failed to provide sufficient information from which it can be evaluated on this criterion

*Food safety program*

- Highly advantageous: Proposer has included a current Hazard Analysis Critical Control Point Program (HACCP) or other third-party food safety audit or certification for all areas of service and products including but not limited to purchasing, temperature control, receiving, holding, storage, transportation, and delivery.
- Advantageous: Proposer is in the process of undertaking a HACCP plan or other third-party food safety audit or certification for all areas of service and products including but not limited to purchasing, temperature control, receiving, holding, storage, transportation, and delivery – which will be completed within a year of executing contracts under this RFP
- Not advantageous: Proposer does not possess a current HACCP plan or other third-party food safety audit or certification and has no plan to completed one in the next year.
- Unacceptable: proposer has failed to provide sufficient information from which it can be evaluated on this criterion

## **References**

Include three references from officials you have worked with from New England or Northeastern (Massachusetts, New York, Connecticut, Rhode Island, New Hampshire, Vermont, and Maine) institutional clients such as school districts, colleges, hospitals, or jails, and municipalities requiring consistent weekly deliveries and product price stability over a 4-month period in the past five years using the reference template provided in Appendix C.



## SECTION 3: SUBMISSION AND AWARD

### RFP Timeline

- **Issuance/Posting:** The RFP will be issued on Monday May 22, 2023. It will be posted on CommBUYS and the MAPC website at that time and noticed in the Boston Herald and the Massachusetts Goods and Services Bulletin.
- **Proposer's Conference:** This Conference will be held via Zoom (link to follow) on Monday, June 5, 2023 at 2pm. To attend, please request the Zoom line details from Kelsi Champley at [kchampley@mapc.org](mailto:kchampley@mapc.org).
- **Deadline for Written Questions:** Written questions will be accepted until Friday June 9, 2023. Questions should be sent to Kelsi Champley at [kchampley@mapc.org](mailto:kchampley@mapc.org). Bid submission assistance is excluded from this deadline and will be available via phone until an hour before the bid deadline.
- **Last Addenda:** Any final responses to written questions and/or changes to this RFP will be made no later than Tuesday, June 13, 2023 and posted on CommBUYS and sent to interested parties.
- **Due Date:** Proposals are due for submission on Friday June 16, 2023 at 3pm by sending two separate emails (one containing the Technical Proposal document(s), and one for the Price Proposal) to [NEProduce2023@mapc.org](mailto:NEProduce2023@mapc.org); and submitting bid documents via CommBUYS quote process to the BD-23-1217-MAP03-MAP03-88960 CommBUYS bid location.

It is anticipated that proposals will be evaluated.

### Proposal Submission

The technical and price proposals should be submitted to both the email lockbox and to CommBUYS.

When submitting to the email lockbox, proposals should be submitted as separate emails with the relevant documents enclosed. Documents may be in PDF, Word, or Excel documents, as is appropriate. Zip files can be accepted. They should be sent to the following email account which has been set up for the purpose of receiving them: [NEProduce2023@mapc.org](mailto:NEProduce2023@mapc.org).

When submitting to CommBUYS, should be made to the CommBUYS page with attached documents, those being the same documents submitted to the email lockbox. Only document attachments will be assessed as part of the bid. Detailed submission instructions can be found in Appendix E, which is the Operational Services Division provided instructions for submitting a quote through CommBUYS. Detailed instructions will also be provided at the proposers conference. Additional bid submission guidance will be provided by Kelsi Champley ([kchampley@mapc.org](mailto:kchampley@mapc.org)/[617-933-0766](tel:617-933-0766)) until the bid deadline, should a proposer need assistance. The CommBUYS bid number is BD-23-1217-MAP03-MAP03-88960.

As stated previously, proposals are due by Friday June 16<sup>th</sup>, 2023 at 3pm, sent to the email lockbox and the CommBUYS page. Assistance will be provided for bid submission via phone up to 1 hour before the bid deadline.

Please make sure that price information is not submitted in any way as part of technical proposals. Price information must only be cited and shown in the price proposal form, which should be sent as a separate

document via a separate email than the technical proposal. If pricing information is included in the technical proposal document, it could be grounds for MAPC to disqualify the response from consideration.

### **Rule of Award**

The award is expected to be made to the most highly advantageous proposers as determined by an evaluation using the criteria cited previously. The evaluation will be conducted by a committee of MAPC staff and partner organizations, including school food officials. The committee will look at the technical proposal first, develop a composite assessment, and then consider price proposals to determine the final assessment of each proposal. It is expected that multiple proposers will be selected if the evaluation committee believes that would be to the benefit of school districts.

### **Awarding Authority**

MAPC will be the awarding authority for the services described herein. After the evaluation committee conducts its evaluation of all proposals, MAPC will send selected proposers a notice of selection. Once selection/s are made, school districts across the Commonwealth will have the ability to enter contracts of their own with selected vendors. MAPC is under no obligation to proceed with a selection of any Proposer, and it can withdraw this RFP at any time while it is open or prior to notice of proposer selection, if it is determined by the MAPC CPO to be in the best interest of MAPC.

## **SECTION 4: PRICING AND DELIVERY**

### **Fixed Pricing**

The product unit price provided in the price proposal sheet must be inclusive of any delivery fees and should cover the months in which the product is available as described in the price proposal sheet. In accordance with MGL c. 30B, pricing must be fixed during the period of any resulting award and contract. In order to account for seasonal fluctuations, proposers are asked to offer pricing on a seasonal cost basis. Prices must be held firm during the period of any resulting contract.

### **Available Products/Weekly Guide**

Vendors will provide school districts they are under contract to serve with a list of available products and their prices for each upcoming week on Friday of the week before orders would be placed.

### **Orders**

Upon award of a contract, vendors must begin accepting orders in full compliance with the requirements of this RFP and their Proposal by August 1, 2023. Vendors 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 school district they contract with 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.

### **Delivery Locations and Times**

The school districts vendors contract with will identify locations and schools for which vendors need to make deliveries. The contracted vendors that take orders from these school districts must be able to deliver to the locations specified in those orders.

Vendors should work with districts to determine a workable schedule for orders to be made in advance and for deliveries to be accepted. Preferably, all primary produce deliveries must be made between 6:00am and 1:30pm on Monday through Thursday. Vendors should work to guarantee one delivery each week while products are available within the times specified above based on a set weekly schedule they agree on with the school districts. The delivery times provided above can be adjusted at the request and/or approval of a school food director from a participating district.

### **Invoicing/Delivery Slip**

Vendors should leave at each school upon delivery a delivery slip complete with the account name, transaction date, invoice number, product number, product description including place of origin (including applicable state, city/town and farm), quantity sold, total sale, and price per Unit of Measure (UOM). The delivery slip must be left with the Food Service Manager within each of the schools.

The delivery slip 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 more than 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.

### **Minimum Delivery Thresholds**

Vendors must provide as part of their price proposal sheet (Attachment 1) a minimum delivery threshold they will apply for each delivery to each school location. There is a box toward the bottom of the Price Quote Workbook in Tab Two: Period 1 \_Price Proposal Sheet that provides space for its inclusion. This will be a fixed threshold for the entirety of the 2023-4 school year.

### **Returns**

Vendors commit 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.

## SECTION 5: TERMS AND CONDITIONS

### Contracting Authority

While MAPC will award the successful proposers, once awarded, school districts will be able to enter independent contracts with awarded vendors. MAPC will not be a party to such contracts, however, this RFP and all its provisions in their entirety, as well as all proposals made by awarded vendors in their entirety, shall be incorporated into said contracts.

### Contract Term

The contract term will be from the date of execution through to June 30, 2024. MAPC, in consultation with school districts using the contract, will have discretion to extend the contract for a further year to June 30, 2025. Awarded vendors will be obligated to provide updated pricing for the 2024-25 year for the produce they offer if MAPC decides to extend. If extended, new pricing cannot be more than 10 percent above the pricing provided in 2023-24. Vendors will be notified before June 30, 2024 of any decision to extend.

### Insurance

The selected vendors shall secure and maintain in effect insurance coverage adequate to meet its obligations under this section and shall provide MAPC (and school districts) with certification of such as a condition of award if requested.

Successful Proposers shall at all times during the term of the contract maintain insurance coverage adequate to meet its obligations under this contract and shall provide MAPC will certification of such as a condition of award if requested. This insurance shall be provided at the Proposer'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 § 34A 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

MAPC and the participating municipalities shall be named as additional insured at the time of and for the duration of the contract. Upon award, Selected Proposers are required include any insurance exclusions with the Certificate of Insurance. MAPC reserves the right to review and where it determines it necessary, require revisions to the exclusions.

This insurance shall be provided at the vendor's expense and shall be in full force and effect during the full term of the contracts with school districts.

### **Payment for Services Rendered**

The awarded vendors will work directly with and under the supervision of officials from the school districts related to the provision of produce. They will be paid by those school districts for any work performed under this award and any subsequent contracts. MAPC is not a party to any of these transactions and is not responsible for any such payment. Vendors shall not be deemed an employee of the MAPC.

### **Indemnification**

The vendors shall indemnify, hold harmless and defend MAPC, their officers, agents, and employees from all liability of any nature or kind, including costs and expenses for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, negligent, or wrongful acts of the Vendor, sub-contractor, or anyone directly or indirectly employed by them in performance of this contract.

### **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 § 10 and is bound thereby. Disclosure of any information provided by a Respondent 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 § 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.



## **Appendix A: Applicable Federal Laws and Regulations**

### **Responsibility of 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 this procurement/cooperative purchasing agreement has been made by MAPC with the contracted vendor on behalf of participating school districts, use of this procurement 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 in connection with the federal school lunch program. MAPC will support participating school districts in whatever way it can to satisfy such issues.

### **Contract Provisions Applicable to All Types of Federally Funded Contracts**

#### **Rights to Inventions Made Under a Contract or Agreement**

(a). In the event that this Contract is funded by a federal award meeting the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Right to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **Debarment and Suspension**

(a). This provision applies in the event that a contract or subcontract has a value that exceeds \$25,000 or requires the consent of an official of a federal agency, or is a contract for federally required audit services. The subrecipient or contractor certifies that neither the subrecipient, contractor, or subcontractor is a party listed on the government wide exclusions in the System for Award Management [“SAM”], in accordance with the OMB guidelines at 2 C.F.R. § 180 that implements Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. 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.

#### **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

(a). Pursuant to 2 C.F.R. § 200.216, subrecipient or contractor certifies that it or its subcontractors shall not procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i). For the purpose of public safety, security of government facilities, physical security, surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii). Telecommunications or video surveillance equipment or services provided by such entities or using such equipment.

(iii). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b). Subrecipient or contractor shall insert the above clause in all subcontracts and other contractual instruments.

### **Clean Air Act and Federal Water Pollution Control Act**

#### **(a). Clean Air Act**

(i). If the Contract value exceeds \$150,000, the subrecipient or contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401 et seq. The subrecipient or contractor agrees to report each violation to the federal awarding agency and understands and agreed that the federal awarding agency will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office. The subrecipient or contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

#### **(b). Federal Water Pollution Control Act**

(i). The subrecipient or contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1241 et seq. The subrecipient or contractor agrees to report each violation to the federal awarding agency and understands and agrees that the federal awarding agency will, in turn, report each violation as required to assure notifications to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The subrecipient or contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

### **Byrd Anti-Lobbying Clause and Certification**

#### **(a). Byrd Anti-Lobbying Amendment**

(i). Subrecipients or contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used 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. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

#### **(b). Required Certification for Awards Exceeding \$100,000**

(i). If applicable, subrecipients and contractors must sign and submit the following certification to the awarding authority with each bid or offer exceeding \$100,000.

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of their knowledge and belief, that:

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 an 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 federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors 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 31 U.S.C. § 1352. 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.

Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidding party understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

### **Buy American Provision**

As per federal regulation, 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:

<https://www.fns.usda.gov/cn/compliance-enforcement-buy-american>

## **Appendix B: Required Forms**

The following pages contain four forms that must be included with the technical proposal document.

1. Proposal Signature Page
2. Certifications Page
3. Additional Certifications Page
4. Minimum Quality Requirements Attestation Page

# PROPOSAL SIGNATURE PAGE

Complete this page and return with completed technical proposal.

## New England/Northeast Regional Produce RFP

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Contact Person**

\_\_\_\_\_  
**Street**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**Fax**

\_\_\_\_\_  
**Email**

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. I confirm and pledge 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.

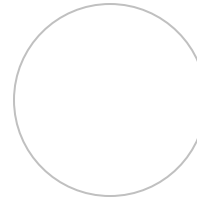
Authorized Agent of the Vendor:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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

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 Vendor or one legal entity. The Proposal must indicate the responsible entity.

Vendor 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.

# CERTIFICATIONS PAGE

Complete this page and return with completed technical proposal.

## New England/Northeast Regional Produce RFP

As required under Chapter 233 and 701 of the Massachusetts Acts and Resolves and Chapter 30B of the Mass. General Laws, certification must be made to the following by signing in the space indicated below. Failure to offer such a signature will result in rejection of the proposal.

- A. "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" and also;"
  
- B. "Pursuant to M.G.L. c.62C, §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 Vendors, and withholding and remitting child support."

Authorized Agent of the Vendor:

\_\_\_\_\_  
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 Vendor or one legal entity. The Proposal must indicate the responsible entity.

Vendors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

# ADDITIONAL CERTIFICATIONS PAGE

*Complete this page and return with completed technical proposal.*

## **New England/Northeast Regional Produce RFP**

I certify that my employment practices comply with Equal Opportunity Requirements and that my organization complies with the Americans with Disabilities Act.

Authorized Agent of the Proposer:

\_\_\_\_\_  
Signature (blue ink please)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
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 Vendor 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 – ATTESTATIONS

*Complete this page and return with completed technical proposal.*

### **New England/Northeast Regional Produce RFP**

For a Proposal to receive further consideration, proposers must unconditionally check “Yes” to each Quality Requirement below. A proposal will be rejected in its entirety if a proposal 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 submitted all required forms and information. Provided all forms, documents, and other information required by this RFP to thoroughly evaluate the Bid.

Yes      No

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

Yes      No

- e. 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/wholesaler/supplier partners.

Yes      No



- f. 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

Authorized Agent of the Respondent:

\_\_\_\_\_

Signature (blue ink please)

Name (as used for tax filing)

\_\_\_\_\_

Printed Name    SS# or Federal ID#

\_\_\_\_\_

Title

\_\_\_\_\_

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

## Appendix C: Reference Template

Please have three references you have worked with from cities and towns in the past five years fill out the form below. This form should be included in your technical proposal alongside the other documents requested.

REFERENCE FORM	NORTHEAST/NEW ENGLAND PRODUCE RFP
Period of Contract	
Contract \$ Value or Value of Sales	
Point of Contact (PoC) Name	
PoC Title	
PoC Email	
PoC Phone	
Summary of Services Provided to Reference	

**Appendix D: Participating Schools and Awards (NE Food for Schools)**

Please see document attachment for full details.

## **Appendix E: CommBUYs Instructions**

Please see document attachment for OSD CommBUYS Instructions.

**Attachment 1-3: Price Quote Workbook\_Ne Food for Schools**

See attached Excel document for details.