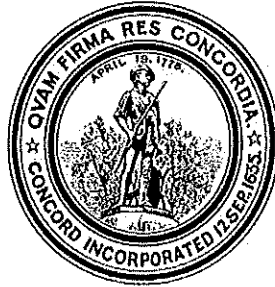


Concord & Concord-Carlisle Public Schools



Invitation for Bids

FRESH PRODUCE DELIVERED TO CPS & CCHS

Bid due date:

Wednesday November, 15th, 2023 at 1:00PM

Phone: 978-202-1165, Email: jebrown@concordps.org

Table of Contents:

- **Invitation to Bid**
- **Intent of the Project**
- **Agreement**
- **Instructions**
- **General Conditions**
- **Specifications**
- **Compliance**
- **Bid Price**

Invitation to Bid

**Concord & Concord-
Carlisle Public
Schools**

Business Office

INVITATION FOR BID

Under the rules of M.G.L. Chapter 30B, the Chief Procurement Officer of Concord & Concord Carlisle Public School Business Office hereby requests sealed bids for:

FRESH PRODUCE DELIVERED TO CPS & CCHS

Price Proposals will be received at the CPS & CCRSD School Department Administration Office, 120 Meriam Road, Concord, MA 01742 until,

Wednesday, November 15th, 2023 at 1:00 PM E.S.T.

At which time and place the bids will be publicly opened and read.

Please send all questions in writing to Jessica Brown, Food Service Director at:
jebrown@concordps.org

**BIDS MUST BE SIGNED AND ENCLOSED IN A SEALED ENVELOPE AND MARKED:
BID FOR: FRESH PRODUCE DELIVERED TO CPS & CCHS**

If the Bidder is a corporation, state your correct corporate name and State of incorporation. If Bidder is a partnership, state names and addresses of partners. If Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

**EXCEPTION OR ALTERNATES TO SPECIFICATIONS, TERMS OF SALE, AND DISCOUNTS AVAILABLE,
MUST BE INCLUDED IN THE BID PRIOR TO OPENING DATE.**

Intent of Project

The CPS & CCHS Food Services Department (the "District") is requesting sealed bids for Fresh Produce in accordance with the following specifications.

CONTRACT TERMS

TERM	FROM	THRU
Initial Term	Execution date	August 31, 2024
1 st Extension	Sept 1, 2024	August 31, 2025
2 nd Extension	Sept 1, 2025	August 31, 2026, or 3 years from Execution date, whichever is sooner.

The initial contract will be in effect from the date of execution through August 31, 2024.

CONTRACT EXTENTIONS

Contract extensions may be exercised at the sole discretion of the Concord Public Schools/Concord Carlisle School District. Two, one-year extensions, will be exercisable by the school district with notification to the Contractor by June 15, 2024 [for the '24-25 school year] and June 15, 2025 [for the '25-26 school year].

AGREEMENT

**CONCORD &
CONCORD-CARLISLE
PUBLIC SCHOOLS**

ARTICLE 1. This agreement, made this _____ day of _____, 2023 by and between the
CONCORD & CONCORD-CARLISLE PUBLIC SCHOOLS, party of the first part, and

hereinafter called the CONTRACTOR.

ARTICLE 2. Witnesseth, that the parties to this agreement, each in consideration of the agreement on the part of the others herein contained, do hereby agree, Concord & Concord Carlisle Public School for itself, and said contractor for his heirs, executors, administrators and assigns as follows:

To furnish all fresh produce and deliver same in strict conformity with the provisions of this Contract and of the Notice to Bidders, Invitation for Bid document all required compliance forms and Appendix A Price Sheet. All aforementioned documents are hereby made a part of this contract as fully and to the same effect as if the same had been set forth at length and incorporated in the contracts.

ARTICLE 3. In consideration of the foregoing premises the CPS & CCRSD agrees to pay and the CONTRACTOR agrees to receive as full compensation for everything furnished and done by the CONTRACTOR under this contract, including all work required by not included in the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such prices as are set forth in the accompanying bid.

This Agreement entered into as of the day and year first written above.

CONCORD & CONCORD-CARLISLE PUBLIC SCHOOLS, MASSACHUSETTS

FOR THE CPS & CCRSD

Robert Conry, Asst. Superintendent for
Finance & Operations
Concord & Concord-Carlisle Public Schools
Date: _____

Robert Conry, CPS & CCRSD
Business Office
Date: _____

FOR THE COMPANY

CONTRACTOR (Signature),
Date: _____

Company

Address

Instructions

INSTRUCTIONS FOR BIDDERS

1. READ ALL DOCUMENTS.

Bidders should familiarize themselves with all the documents contained herein; it is mandatory that all Bids be in compliance with all the provisions contained in said documents.

2. FORMS AND ATTACHMENTS.

Bids are to be completed on the forms provided ONLY and enclosed in a sealed envelope marked on the outside "FRESH PRODUCE BID" and the name and address of bidder. Attachments submitted in addition to the Concord & Concord-Carlisle produced forms may not be considered.

3. PRINTED OR TYPED RESPONSE.

All information must be typewritten or printed in ink, including the price the bidder offers in the space as provided on the bid form.

4. CORRECTIONS.

Bids that are submitted containing cross outs, white outs or erasures, may be rejected. All corrections or modifications to the original bid are to be submitted in a separate envelope, properly marked on the outside, "CORRECTION/ MODIFICATION TO BID (title)" and submitted prior to the bid opening.

ALL DOCUMENTS SUBMITTED WITH YOUR RESPONSE WILL BE INCORPORATED INTO THE CONTRACT.

5. PRICE IS ALL INCLUSIVE.

Bid prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including proper packing, cost of delivery, and in the case of services, completion of same, as per specifications.

6. **PRICE DISCREPANCY.**

In the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall prevail.

7. **EXPLANATIONS, EXCEPTIONS**

Explanations, exceptions or other information pertinent to the specifications may be made in writing and included in the same envelope with the bid.

8. **WITHDRAW.**

A Bid may be withdrawn by written request prior to the schedule for the Bid Opening. No withdrawals are permitted after the bid opening date and time. Withdrawals after the bid opening date will cause the forfeit of the bid Deposit, if one is required.

9. **AWARD.**

Bids will be awarded not later than (14) fourteen days after the scheduled bid opening date, unless otherwise stated, in the specifications. Unless otherwise specified, bids will be evaluated on the basis of, completeness of your IFB response, responsiveness, responsibility, best price and experience.

12. **DISCOUNTS.**

Discounts for prompt payments will not be considered when making awards.

13. **TAX EXEMPT.**

Purchases by Concord & Concord Carlisle Public School is exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.

14. **SAMPLES.**

Concord & Concord Carlisle Public School may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the CPS & CCRSD, so as to ascertain the product's suitability. If specifically stated in the Bid that samples are required, said samples must be submitted with the Bid prior to the Official Bid Opening. Failure to submit said samples would be cause for rejection of Bid. All samples must be called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.

15. THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART OF ANY BID, WHICH IN THE OPINION OF THE AWARDING AUTHORITY, IS IN THE BEST INTERESTS OF CONCORD & CONCORD-CARLISLE PUBLIC SCHOOLS.
16. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CERTIFICATE OF VOTE AUTHORIZATION, are required by statute and are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so. Failure to do so may disqualify the bid.
17. STANDARD OF QUALITY.
- Where, in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the Bidder may select one or the other. If the Bidder proposes to offer a substitute as an equal, he shall so indicate on the Bid Form, the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and describe where it differs from the specifications. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid will be interpreted to mean that the Bidder will furnish the item or service as specified.

18. MODIFICATION.

No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties, hereto unless made and executed in writing by the parties hereto.

19. ASSIGNMENT.

The final payment for work done under this Contract shall be made only after the Contractor has signed a statement under the penalty of perjury, certifying that he has completed the work described in the final estimate. Neither party hereto shall assign this Contract or sublet it in part or as a whole without the prior written consent of the other party hereto. The Contractor shall not assign any sum or sums due or becoming due to him hereunder without the prior written consent of the CPS & CCRSD.

20. DELIVERIES:

The Contractor shall pay all freight and delivery charges. The Concord Business Office does not pay for shipping and packaging expenses. Items must be delivered as stipulated in the specifications. All deliveries must be made to the inside of CPS & CCRSD buildings as specified in the Specification. CPS & CCRSD personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery, when necessary.

21. LABELING.

All packages, cartons or other containers must be clearly marked with (a) building and room destination; (b) description of contents of item number from specifications; (c) quantity; (d) Concord & Concord-Carlisle Public Schools Purchase Order Number and (e) Vendor's name and order number.

22. GUARANTEES.

Unless otherwise stipulated in the specifications, furniture, equipment and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of delivery and acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced the contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make such replacement immediately upon receiving notice from the Purchasing Agent.

23. SINGLE VENDOR.

The District will award a single contract based on the Grand Total Price. Based on past history, the value of the contract is estimated at \$85,000-\$95,000.

GENERAL CONDITIONS

GENERAL CONDITIONS

1. INFORMATION

All information shall come from the Office of the CPS & CCRSD Director of Food & Nutrition. The Contractor shall inquire at this office for any information needed. Wherever the words "or equal as approved" are used, it is to be understood that the opinion of the CPS & CCRSD Purchasing Agent shall govern.

2. SUITS

The Contractor shall assume defense of and shall indemnify and hold the CPS & CCRSD and its agents harmless from all suits and claims against the CPS & CCRSD and its sub-contractors arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the CPS & CCRSD, its agents, employees or any subcontractor in performing the work, under this contract.

3. LAWS AND REGULATIONS

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of Concord & Concord Carlisle Public School, the Commonwealth of Massachusetts, the United States of America and all agencies having jurisdiction over this contract.

4. PROTECTION OF PROPERTY

The Contractor shall take all proper precautions to protect the CPS & CCRSD's property from damage and unnecessary inconvenience. Any CPS & CCRSD property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.

5. PROTECTION OF PERSONS

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the CPS & CCRSD harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

6. CONTRACT DURATION.

The initial contract will be effective upon award until 8/31/2024. Two additional, one –year contract extensions may be exercised at the sole discretion of the District. Notification of

extension will be made by the District by June 15, 2024 [for the '24-25 school year] and June 15, 2025 [for the '25-26 school year].

7. INSURANCE

A. WORKMAN'S COMPENSATION: The Contractor shall provide insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor.

Contractors shall provide insurance on a primary basis and the contractor's policy shall be exhausted before resorting to other policies. The contractor's policy is the primary one not the contributory.

B. COMPREHENSIVE GENERAL LIABILITY

Bodily Injury:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

C. AUTOMOBILE (VEHICLE) LIABILITY

Bodily Injury	\$2,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate

D. UMBRELLA POLICY

General liability	\$1,000,000
-------------------	-------------

Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: *"Concord & Concord Carlisle Public School is a named additional insured for all insurances under the contract, excluding Automobile and Workers Compensation coverage"*. The Certificate of Insurance must be mailed directly to:

Assistant Superintendent for Finance and Operations
Business Office
Concord & Concord-Carlisle Public Schools
120 Meriam Road
Concord, MA 01742

8. **MATERIALS**

The CPS & CCRSD or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the CPS & CCRSD or its Agents.

9. **TERMINATION OF CONTRACT**

This contract may be terminated by the CPS & CCRSD upon deliverance to the Contractor of a thirty-day written notice of said termination.

10. **CONTRACT OBLIGATIONS**

Contract obligations on behalf of the CPS & CCRSD are subject to federal and state funding to provide continuity of food service operations under the USDA National School Lunch and Breakfast Programs.

11. **BIDDER EXPERIENCE EVALUATION**

Each bidder shall submit with his bid, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their bid to be considered.

12. BREACH OF CONTRACT/ NON PERFORMANCE

If the Contractor shall provide goods or services in a manner, which is not to the satisfaction of the CPS & CCRSD, the CPS & CCRSD may request that the Contractor refurnish services at no additional cost to the CPS & CCRSD until approved by the CPS & CCRSD.

Failure to remedy any breach of contract to the satisfaction of CPS & CCRSD may result in termination of this contract.

The District reserves the right to procure fresh produce not on this bid list from other vendors. Because the District must fulfill all USDA nutrition and menu regulations, the District also reserves its right to procure fresh produce from other vendors if the awarded vendor cannot fulfill an order for any reason.

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal

Specifications

SPECIFICATIONS

The successful bidder is expected to perform the following:

- 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 following list above is required for each item, although bidders can submit alternatives if they cannot meet the size and pack requirements.
- Must have the ability to deliver to all Concord Public Schools and Concord-Carlisle Regional High School locations between the hours of 7:00am– 2:00pm, Monday through Friday when school is in session. The District's school calendar is posted on our website at <https://www.concordps.org/school-calendars/>
- 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. The CPS & CCRSD reserves 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 acceptable hygiene practices to ensure food safety.
- All products must be fresh and never frozen.
- 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.
- The Contractor should have the capability to accept orders on-line, via telephone or email.
- All products shall be delivered in the quantity and on the stated day as ordered. Should products be "short" or not delivered as ordered, then notification must occur on the delivery slip, and a credit be issued by the contractor.
- Contractor must notify Food Services Dept. of out of stock items and picking errors within 24 hours.
- All deliveries must be brought inside the school kitchen to locations specified by the Food Services Manager.
- No products shall be left outside the building or adjacent to any heating system at any time or in any place other than within the school refrigerators.
- Drop shipment or tailgate deliveries will not be accepted.
- Delivery slips are required with every delivery. Each delivery slip must be signed by the Food Services Manager or a designee, and a copy shall be left at the individual schools.
- Personnel from our schools 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 schools that operate a summer meals program.

- Quantities are estimates only. The CPS & CCRSD makes no guarantees as to quantities.
- The contracted Vendor guarantees that upon inspection, any defective or inferior supplies shall be replaced without additional costs. The contracted Vendor will assume any additional cost accrued due to defective or inferior supplies.

- **APPENDIX A PRICE SHEET:** Bid shall include inside delivery to the following
(6) Six Delivery Locations:

CONCORD-CARLISLE REGIONAL HIGH SCHOOL 500 WALDEN ST CONCORD,MA
CONCORD MIDDLE SCHOOL-SANBORN 835 OLD MARLBORO ROAD, CONCORD, MA 01742
CONCORD MIDDLE SCHOOL-PEABODY 1231 OLD MARLBORO ROAD, CONCORD, MA 01742
ALCOTT ELEMENTARY SCHOOL 93 LAUREL STREET, CONCORD, MA 01742
THOREAU ELEMENTARY SCHOOL 29 PRAIRIE STREET, CONCORD, MA 01742
WILLARD ELEMENTARY SCHOOL 185 POWDER MILL ROAD, CONCORD, MA 01742

PRODUCT REQUIREMENTS

A spreadsheet is provided as Appendix A which lists the produce being sought by the district and the *estimated quantities* we are seeking. Bidders may submit additional fruit and vegetable items that they could provide or alternatives that are substantially equal to those in the Appendix A.

QUALITY REQUIREMENTS

A "NO" response, a failure to respond, or a failure to meet any of the following Quality Requirements will result in a rejection of your bid.

Circle "YES" or "NO" for each of the following requirements:

- | | | | |
|----|--|-----|----|
| 1. | Bidder has a minimum of five years' experience in supply and delivery of Fresh Produce to school systems, universities, hospitals, colleges business and industry segment. | YES | NO |
| 2. | Bidder is able to fulfill the contract requirements with all fresh and never frozen products. | YES | NO |
| 3. | Bidder certifies that none of its contracts with Concord & Concord Carlisle Public School have been cancelled within the last three years. | YES | NO |
| 4. | Bidder has the delivery capabilities specified in the scope of services. | YES | NO |

PRICE PROPOSALS

The bidder shall insert on the Price Proposal Sheets provided, the price of products per stated unit, packaging and brand that it proposes to furnish and deliver. Prices must provide the case pack size, the case price, each pack size and each pack price. Bidder shall then also offer the price for each item upon breaking the case into smaller portion if feasible by the unit designated for each line in column I. Quantities requested are ESTIMATES ONLY, do not obligate the District to purchase the stated amount, and may vary from month to month. Proposed prices shall encompass all labor, materials, equipment, service, proper packing and related items in accordance with the specifications. Prices must be F.O.B. destination inside the Building Delivery. Vendors do not need to submit proposals for all produce types to be considered in this IFB. All prices quoted must be exclusive of Massachusetts sales tax, use tax and federal excise tax.

Bidder must provide firm pricing through June 2024 with a proposed percent change for all items for Year 2 [school year 24-25] and Year 3 [school year 25-26].

Bidders may, at their sole discretion, lower pricing at any time. Such lowered pricing shall be available to all buyers as of an approved effective date.

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 the District of the alternative product and provide pricing for said item that must be good for the entire month in which the alternative product is proposed. The district anticipates purchasing approximately \$5,000 worth of items annually not listed on the price sheet in Appendix A. In the event the bidder is able to provide the requested non-bid items they may offer those items at a cost-plus percentage.

AWARD OF CONTRACT

The Awarding Authority is Concord & Concord Carlisle Public School. The Bid shall be awarded to the lowest responsive and responsibly Bidder. A single award will be made to the successful contractor based on the quality, functional use, overall suitability of the items for the purpose of which they are intended, student acceptability, inspection and evaluation of samples, and the contractor meeting specification and bid requirements and offering the **lowest aggregate bid for Year 1 on all specified items.**

Any Bid submitted with minimum order requirements to individual locations will be considered non-responsive and will not be considered for award.

The Awarding Authority reserve the right to make inspections and tests that are considered standard in the industry, when deemed appropriate to accomplish the aforementioned evaluation.

No subletting of the award shall be made without written consent of the Awarding Authority.

Award will be made within sixty (30) days after the Bid Opening unless the time for award is extended by mutual consent of all parties concerned.

This Invitation to Bid is issued in accordance with provisions of MGL Chap. 30B.

Compliance

(Required Documents.)

Compliance

The compliance documents in this section must be completed, signed and returned with your bid package.

Business Office

Concord &
Concord-Carlisle
Public Schools
120 Meriam Road
Concord MA 01742

Failure to submit the completed documents will cause the disqualification of the proposal.

Section Index

	Check when Complete
• Non-collusion form and Tax Compliance form.....	_____
• Corporation Identification Form.....	_____
• Certificate of Insurance (showing all limits of WC &GL).....	_____
• Three (3) References.....	_____
• Debarment Certificate	_____
• W-9 Tax Form.....	_____

Your Company's Name: _____

Service or Product Bid _____

NOTE: Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

"WET" signature is required

NON-COLLUSION FORM AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or 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 of individuals. The undersigned certifies that no representations made by any CPS & CCRSD officials, employees, entity, or group of individuals other than

the Purchasing Agent of Concord & Concord Carlisle Public School was relied upon in the making of this bid

(Signature of person signing bid or proposal) Date

(Name of business)

"WET" signature is required

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, & 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of person submitting bid or proposal Date

Name of business

NOTE



Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

CORPORATION IDENTIFICATION "WET" signature is required

The bidder for the information of the Awarding Authority furnishes the following information.

If a Corporation:

Incorporated in what state _____ President

Treasurer _____ Secretary

Federal ID Number _____

If a foreign (out of State) Corporation – Are you registered to do business in

Massachusetts? Yes _____, No _____

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

If a Partnership: (Name all partners)

Name of partner _____ Residence

Name of partner _____ Residence

If an Individual:

Name _____

Residence _____

If an Individual doing business under a firm's name:

Name of Firm _____ Name

of Individual _____ Business

Address _____ Residence

Date _____

Name of Bidder _____

By _____

Signature

Title

Business Address

(POST OFFICE BOX NUMBER NOT ACCEPTABLE)

PROVIDE THREE (3) CURRENT PUBLIC SCHOOL REFERENCES

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.

"WET" signature is required

RIGHT TO KNOW LAW

Any vendor 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, §§8,9 and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F §7 and regulations contained in 441 CMR 21.05. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834.

Authorized Signature Indicating Compliance with the Right-to-know laws:

Signature

Date

Print Name

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

"WET" signature is required

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non-procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or Concord & Concord Carlisle Public School. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate

written notification to the Purchasing Agent of Concord & Concord Carlisle Public School at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to Concord & Concord Carlisle Public School, the contract will be cancelled and the award revoked.

Company Name _____

Address _____

CPS & CCRSD _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative:

Print name _____,

Date _____

BID PRICE FORM

(Follows)

SUMMARY BID PRICE FORM

DELIVERY TO (6) SIX LOCATIONS

Extended Estimated Total Price for Year 1 From APPENDIX A: \$ _____

APPENDIX A-GRAND TOTAL CONTRACT VALUE in Words :

Proposed Percentage Increase for all items Year 2 [9/1/24-8/31/25]: _____ %

Proposed Percentage Increase for all items Year 3 [9/1/25-8/31/26]: _____ %

Signature of Bidder: _____

DATE: _____

Printed Name of Bidder: _____

Appendix A - Item List & Bidder Price

Nov 17, 2023-Aug 30, 2024

DELIVERY TO 6 LOCATIONS

Item #	Category	Form	Item Description	Vendor ACTUAL case pack (if different than description)	Price Per Case	Estimated Total Cases	Extended Price per Item	Minimum Case Break	Price per Case Break Unit	Vendor Comment
1	Apple	Master Case	Apple, Gala, 100-125ct, USXF - LOCAL			125	\$0.00	5# Unit		
2	Apple	Master Case	Apple, Gala, 155ct, USXF, 40lbs			100	\$0.00	12ct Unit		
3	Apple	Master Case	Apple, Golden Delicious, 100-125ct, USXF - LOCAL			100	\$0.00	5# Unit		
4	Apple	Master Case	Apple, Granny Smith, 163ct, USXF, 40lbs			75	\$0.00	12ct Unit		
5	Apple	Local - Portion	Apple Slices, 100x2.5oz (1/2 cup)			300	\$0.00	N/A		
7	Avocado	Master Case	Avocado, Hass, 60ct #2, 22lbs - Breaker Ripe			25	\$0.00	12ct Unit		
8	Banana	Master Case	Banana, Petite, 45lbs, 5 Color			150	\$0.00	N/A		
9	Berry	Master Case	Berry, Blueberries, 12x12oz - Non Driscoll			125	\$0.00	Each		
10	Berry	Master Case	Berry, Strawberries, 8x1lb clamshell - Non Driscoll			300	\$0.00	Each		
11	Grape	Master Case	Grape, Green Seedless, Medium, 18lbs			75	\$0.00	5# Unit		
12	Grape	Master Case	Grape, Red Seedless, Medium, 18lbs			125	\$0.00	5# Unit		
13	Kiwi	Master Case	Kiwifruit, 36/39 Size, Volume Fill, 20lbs			25	\$0.00	12ct Unit		
14	Lemon	Master Case	Lemon, Choice, 165ct, 38lbs			25	\$0.00	12ct Unit		
15	Lime	Master Case	Lime, 250ct, 38lbs			200	\$0.00	3# Unit		
16	Mandarin	Master Case	Mandarin, Clementine, 10x3lbs			100	\$0.00	Each		
18	Melon	Master Case	Melon, Cantaloupe, 9ct, 34lbs			100	\$0.00	Each		
20	Melon	Master Case	Melon, Honeydew, 5ct, 28lbs			150	\$0.00	N/A		
21	Melon	Repack	Melon, Watermelon Seedless, 15lbs Minimum			50	\$0.00	5# Unit		
23	Nectarine	Master Case	Nectarine, 80ct Size, 25lbs Bulk			200	\$0.00	12ct Unit		
24	Orange	Master Case	Orange, Choice, 138ct, 40lbs			50	\$0.00	5# Unit		
25	Peach	Master Case	Peach, Yellow, 27D - 80ct Size, 25lbs Bulk			50	\$0.00	5# Unit		
26	Pear	Master Case	Pear, Bartlett, 150ct, 45lbs			50	\$0.00	5# Unit		
28	Pear	Master Case	Pear, D'anjou, 150ct, 45lbs			50	\$0.00	5# Unit		
30	Pineapple	Master Case	Pineapple, Gold, 5ct, 26lbs, 14+ Brix			75	\$0.00	Each		
31	Plum	Master Case	Plum, Black, 70/75 Size - 1 3/4"D, Volume Fill, 28lbs			50	\$0.00	5# Unit		
32	Herb	Master Case	Arugula, Baby, 3lbs - B&W			15	\$0.00	N/A		
33	Herb	Master Case	Cilantro, 30ct			20	\$0.00	12ct Unit		
34	Herb	Master Case	Herb, Basil, 1lb			25	\$0.00	4oz Unit		
35	Herb	Master Case	Herb, Dill, 1lb			25	\$0.00	4oz Unit		
36	Herb	Master Case	Herb, Mint, 1lb			25	\$0.00	4oz Unit		
37	Herb	Master Case	Herb, Oregano, 1lb			25	\$0.00	4oz Unit		
38	Herb	Master Case	Herb, Rosemary, 1lb			25	\$0.00	4oz Unit		
39	Herb	Master Case	Parley, Curly, 60 Bunch Case			25	\$0.00	12ct Unit		
40	Broccoli	Master Case	Broccoli, Florets, 6x3lbs			25	\$0.00	3# Unit		
41	Broccoli	Master Case	Broccoli, Crowns, 20lbs			75	\$0.00	5# Unit		
42	Cabbage	Master Case	Cabbage, "Cole slaw" Blend - 1/8" Shred, 4x5lbs			25	\$0.00	5# Unit		
45	Carrot	Master Case	Carrot, 4" x 3/8" Stick, 4x5lbs, Vac. Pack			150	\$0.00	5# Unit		
47	Carrot	Master Case	Carrot, Baby Peeled, 25lbs Bulk			150	\$0.00	5# Unit		

Appendix B - Specifications

Item #	Category	Form	Item Description	Vendor ACTUAL case pack (if different than description)	Price Per Case	Estimated Total Cases	Extended Price per Item	Minimum Case Break	Price per Case Break Unit	Vendor Comment
50	Cauliflower	Master Case	Cauliflower, Whole, 9ct, 30lbs			25	\$0.00	Each		
53	Celery	Master Case	Celery, 24ct, 52lbs			25	\$0.00	6ct Unit		
54	Celery	Master Case	Celery, 4"x9/8" Stick, 45lbs, Vac. Pack			50	\$0.00	5# Unit		
55	Cucumber	Master Case	Cucumber, English, 70/84ct, 50lbs			75	\$0.00	12ct Unit		
59	Lettuce	Master Case	Lettuce, Green Leaf, 24ct, 18lbs			25	\$0.00	Each/Head		
25	Lettuce	Master Case	Lettuce, Romaine, Chopped 1"x1", 5x2lbs, Vac. Pack			25	\$0.00	Each/Head		
64	Lettuce	Master Case	Lettuce, Romaine, Chopped 1"x1", 5x2lbs, Vac. Pack			500	\$0.00	2# Unit		
66	Lettuce	Master Case	Lettuce, Spring Mix, 4x3lbs			25	\$0.00	3# Unit		
67	Mushroom	Master Case	Mushroom, White, Medium 10lbs			25	\$0.00	5# Unit		
69	Onion	Master Case	Onion, Red, Medium, 25lb Sack			25	\$0.00	5# Unit		
70	Onion	Master Case	Onion, Yellow-Spanish, Medium, 50lb Sack			25	\$0.00	5# Unit		
71	Pepper	Master Case	Pepper, Green Bell, Med, 25lbs (1 1/9 Bushel)			100	\$0.00	1# Unit		
73	Pepper	Master Case	Pepper, Red Bell, Med, 25lbs (1 1/9 Bushel)			50	\$0.00	1# Unit		
75	Potato	Master Case	Potato, Red A, #1, 50lb Carton, 2-4" Max			50	\$0.00	10# Unit		
76	Potato	Master Case	Potato, Russet, #1, 120ct, 50lb Sack			25	\$0.00	10# Unit		
78	Spinach	Master Case	Spinach, 4x2.5lbs - LOCAL			25	\$0.00	2.5# bag		
79	Squash	Master Case	Squash, Butternut Large, 45lbs - LOCAL			20	\$0.00	N/A		
80	Squash	Master Case	Squash, Butternut, Peeled, 20lbs - LOCAL			20	\$0.00	5# Unit		
81	Squash	Master Case	Squash, Green Zucchini, Medium, 25lbs			50	\$0.00	5# Unit		
82	Squash	Master Case	Squash, Yellow Straight, Medium, 25lbs			50	\$0.00	5# Unit		
83	Yam	Master Case	Sweet Potato, Orange, Jumbo, 40lbs			25	\$0.00	5# Unit		
86	Tomato	Master Case	Tomato, Red Grape, 12x1pt - LOCAL			75	\$0.00	N/A		
87	Tomato	Master Case	Tomato, Roma, Large, Vine Ripe, 25lbs			25	\$0.00	5# Unit		
88	Tomato	Master Case	Tomato, Vine Ripe, 25lbs Field Box - LOCAL			75	\$0.00	5# Unit		
Total Estimated Extended Price: \$0.						75	\$0.00	5# Unit		

CONCORD CONCORD CARLISLE SCHOOL DISTRICTS
APPENDIX A: VENDOR BID PRICE SHEET

Note: Do NOT edit Columns A, B, C, D, G, and H.

Bidders fill in
pricing here in
Column F

Item #	Category	Form	Item Description	Vendor ACTUAL case pack (if different than description)	Price Per Case	Estimated Total Cases	Extended Price per Item	Minimum Case Break	Price per Case Break Unit	Vendor Comment
1	Apple	Master Case	Apple, Gala, 100-125ct, USXF - LOCAL			125	\$0.00	5# Unit		
2	Apple	Master Case	Apple, Gala, 163ct, USXF, 40lbs			100	\$0.00	12ct Unit		
3	Apple	Master Case	Apple, Golden Delicious, 100-125ct, USXF - LOCAL			100	\$0.00	5# Unit		
4	Apple	Master Case	Apple, Granny Smith, 163ct, USXF, 40lbs			75	\$0.00	12ct Unit		
5	Apple	Local - Portion	Apple, Slices, 100x2.5oz (1/2 cup)			300	\$0.00	N/A		
6	Avocado	Master Case	Avocado, Hass, 60ct #2, 22lbs - Breaker Ripe			25	\$0.00	12ct Unit		
7	Banana	Master Case	Banana, Petite, 45lbs; Green Tip			50	\$0.00	N/A		
8	Banana	Master Case	Banana, Petite, 45lbs; Ripe			50	\$0.00	N/A		
9	Banana	Master Case	Banana, Petite, 45lbs; 5 Color			50	\$0.00	N/A		
10	Berry	Master Case	Berry, Blueberries, 12x12oz - Non Driscoll			125	\$0.00	Each		
11	Berry	Master Case	Berry, Blackberries, 12x12oz - Non Driscoll			30	\$0.00	Each		
12	Berry	Master Case	Berry, Strawberries, 8x1lb clamshell - Non Driscoll			300	\$0.00	Each		
13	Grape	Master Case	Grape, Green Seedless, Medium, 18lbs			75	\$0.00	5# Unit		
14	Grape	Master Case	Grape, Red Seedless, Medium, 18lbs			125	\$0.00	5# Unit		
15	Kiwi	Master Case	Grape, 36/39 Size, Volume Fill, 20lbs			25	\$0.00	12ct Unit		
16	Lemon	Master Case	Kiwifruit, 36/39 Size, Volume Fill, 20lbs			25	\$0.00	12ct Unit		
17	Lemon	Master Case	Lemon, Choice, 165ct, 38lbs			25	\$0.00	12ct Unit		
18	Lime	Master Case	Lemon, Choice, 140ct, 38lbs			25	\$0.00	12ct Unit		
19	Mandarin	Master Case	Lime, 36ct, 15lbs			200	\$0.00	3# Unit		
20	Melon	Master Case	Mandarin, Clementine, 10x3lbs			100	\$0.00	Each		
21	Melon	Master Case	Melon, Cantaloupe, 9ct, 34lbs			100	\$0.00	Each		
22	Melon	Master Case	Melon, Honeydew, 5ct, 28lbs			150	\$0.00	N/A		
23	Melon	Repack	Melon, Watermelon Seedless, 15lbs Minimum			50	\$0.00	5# Unit		
24	Nectarine	Master Case	Nectarine, 80ct Size, 25lbs Bulk			100	\$0.00	12ct Unit		
25	Orange	Master Case	Orange, Choice, 88ct, 25lbs,			100	\$0.00	12ct Unit		
26	Peach	Master Case	Orange, Choice, 138ct, 40lbs			50	\$0.00	5# Unit		
27	Pear	Master Case	Peach, Yellow, 2"D - 80ct Size, 25lbs Bulk			50	\$0.00	5# Unit		
28	Pear	Master Case	Pear, Bartlett, 150ct, 45lbs			50	\$0.00	5# Unit		
29	Pineapple	Master Case	Pear, D'anjou, 150ct, 45lbs			75	\$0.00	Each		
30	Plum	Master Case	Pineapple, Gold, 5ct, 26lbs, 14+ Brix			50	\$0.00	5# Unit		
31	Herb	Master Case	Plum, Black, 70/75 Size - 1 3/4"D, Volume Fill, 28lbs			15	\$0.00	N/A		
32	Herb	Master Case	Arugula, Baby, 3lbs - B&W			20	\$0.00	12ct Unit		
33	Herb	Master Case	Cilantro, 30ct			25	\$0.00	4oz Unit		
34	Herb	Master Case	Herb, Basil, 1lb			25	\$0.00	4oz Unit		
35	Herb	Master Case	Herb, Dill, 1lb			25	\$0.00	4oz Unit		
36	Herb	Master Case	Herb, Mint, 1lb			25	\$0.00	4oz Unit		
			Herb, Oregano, 1lb			25	\$0.00	4oz Unit		

CONCORD CONCORD CARLISLE SCHOOL DISTRICTS

APPENDIX A: VENDOR BID PRICE SHEET

37	Herb	Master Case	Herb, Rosemary, 1lb	25	\$0.00	4oz Unit
38	Herb	Master Case	Parsley, Flat-Leaf, 60 Bunch Case	25	\$0.00	12ct Unit
39	Herb	Master Case	Parsley, Curly, 60 Bunch Case	25	\$0.00	12ct Unit
40	Garlic	Master Case	Garlic, peeled, 4x5lbs	25	\$0.00	5# Unit
41	Broccoli	Master Case	Broccoli Florets, 6x3lbs	25	\$0.00	3# Unit
42	Broccoli	Master Case	Broccoli, Crowns, 20lbs	75	\$0.00	5# Unit
43	Cabbage	Master Case	Cabbage, "Cole Slaw" Blend - 1/8" Shred, 4x5lbs	25	\$0.00	5# Unit
44	Carrot	Master Case	Carrot, 4" x 3/8" Stick, 4x5lbs, Vac. Pack	150	\$0.00	5# Unit
45	Carrots	Master Case	Carrots, shredded, 20x1lbs.	50	\$0.00	5# Unit
46	Carrot	Master Case	Carrots, Baby Peeled, 25lbs Bulk	150	\$0.00	5# Unit
47	Cauliflower	Master Case	Cauliflower, Whole, 9ct, 30lbs	25	\$0.00	Each
48	Celery	Master Case	Celery, 24ct, 52lbs	25	\$0.00	6ct Unit
49	Celery	Master Case	Celery, 4"x3/8" Stick, 4x5lbs, Vac. Pack	50	\$0.00	5# Unit
50	Cucumber	Master Case	Cucumber, English, 70/84ct, 50lbs	75	\$0.00	12ct Unit
51	Eggplant	Master Case	Eggplant, Globe, 20lbs	25	\$0.00	10# Unit
52	Lettuce	Master Case	Lettuce, Green Leaf, 24ct, 18lbs	25	\$0.00	Each/Head
53	Lettuce	Master Case	Lettuce, Romaine 24ct, 40lbs	25	\$0.00	Each/Head
54	Lettuce	Master Case	Lettuce, Romaine, Chopped 1"x1", 6x2lbs, Vac. Pack	500	\$0.00	2# Unit
55	Lettuce	Master Case	Lettuce, Spring Mix, 4x3lbs	25	\$0.00	3# Unit
56	Mushroom	Master Case	Mushroom, White, Medium 10lbs	25	\$0.00	5# Unit
57	Onion	Master Case	Onion, Red, Medium, 25lb Sack	25	\$0.00	5# Unit
58	Onion	Master Case	Spring Onion (Scallion) 48ct Iceless	25	\$0.00	5# Unit
59	Onion	Master Case	Onion, Yellow-Spanish, Medium, 50lb Sack	50	\$0.00	5# Unit
60	Onion	Master Case	Onion, Yellow-Spanish, Julienne, 1/4"	25	\$0.00	5# Unit
61	Pepper	Master Case	Pepper, Green Bell, Med, 25lbs (1 1/9 Bushel)	100	\$0.00	1# Unit
62	Pepper	Master Case	Pepper, Green Bell, sliced, 1/2"	50	\$0.00	5# Unit
63	Pepper	Master Case	Jalapeno, Green, 15lbs	10	\$0.00	1# Unit
64	Pepper	Master Case	Pepper, Red Bell, Med, 25lbs (1 1/9 Bushel)	50	\$0.00	1# Unit
65	Pepper	Master Case	Pepper, Red Bell, sliced 1/2"	50	\$0.00	5# Unit
66	Potato	Master Case	Potato, Red A, #1, 50lb Carton, 2-4" Max	25	\$0.00	10# Unit
67	Potato	Master Case	Potato, Russet, #1, 120ct, 50lb Sack	25	\$0.00	10# Unit
68	Spinach	Master Case	Spinach, 4x2.5lbs - LOCAL	25	\$0.00	2.5# bag
69	Squash	Master Case	Squash, Butternut Large, 45lbs - LOCAL	20	\$0.00	N/A
70	Squash	Master Case	Squash, Butternut, Peeled, 20lbs - LOCAL	20	\$0.00	5# Unit
71	Squash	Master Case	Squash, Green Zucchini, Medium, 25lbs	50	\$0.00	5# Unit
72	Squash	Master Case	Squash, Yellow Straight, Medium, 25lbs	50	\$0.00	5# Unit
73	Yam	Master Case	Sweet Potato, Orange, Jumbo, 40lbs	25	\$0.00	5# Unit
74	Tomato	Master Case	Tomato, Red Grape, 12x1pt - LOCAL	75	\$0.00	N/A
75	Tomato	Master Case	Tomato, Roma, Large, Vine Ripe, 25lbs	25	\$0.00	5# Unit
76	Tomato	Master Case	Tomato, Vine Ripe, 25lbs Field Box - LOCAL	75	\$0.00	5# Unit

Grand Total Price \$0.00