

Concord Public Schools & Concord-Carlisle Regional School -
CPS/CCRS

REQUEST FOR PROPOSAL

VENDOR DISTRIBUTOR SERVICES

RFP 2024-2026

CONTACT INFORMATION

ADDRESS ALL QUESTIONS TO:

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978-212-1165

Answers to any questions or requests for clarifying information about the RFP will be accepted in writing until 4:00 PM EST, Wednesday, July 17, 2024.

Questions and answers will be published on or before Monday, July 22th, 2024 by 4:00 PM EET.

FINAL PROPOSALS DUE:

Friday, July 26, 2024, 1:00 PM EET

TABLE OF CONTENTS

Request for Proposal

SECTION 1 - GENERAL INFORMATION 8

 1.1 Definitions 8

 1.2 Notice of Proposal..... 9

 1.3 Proposal Submission 9

 1.4 Clarification and/or Revisions to the Specifications and Requirements..... 9

SECTION 2 - SCOPE & ADMINISTRATIVE TERMS 10

 2.1 Scope of Service 10

 2.2 Contract Term 11

 2.3 *Payment Term and Invoicing* 11

 2.4 Pricing..... 12

 2.5 Shortage Reimbursement 12

 2.6 Fill Rate..... 12

 2.7 Fuel Surcharge..... 13

SECTION 3 - VENDOR QUALIFICATIONS AND RESPONSIBILITIES 14

 3.1 USDA Food Distribution 14

 3.2 Ordering 14

 3.3 Delivery 14

 3.4 Emergencies 16

 3.5 HACCP 16

 3.6 Buy American Provisions..... 16

 3.7 Debarred 17

 3.8 Lobbying..... 17

 3.9 Compliance with Applicable Laws..... 17

 3.10 Packaging 20

 3.11 Duty to Protect..... 21

 3.12 Smoking..... 21

 3.13 Unauthorized Workers..... 21

 3.14 Insurance..... 22

 3.15 Food Recall 22

 3.16 Biosecurity..... 22

3.17	Quality and Grade for Food to be Purchased	23
3.18	Reporting.....	23
SECTION 4 – PREPARING AND SUBMITTING A PROPOSAL		24
4.1	General Instructions.....	24
4.2	Incurring Cost	24
4.3	Submitting the Proposal	24
4.4	Proposal Organization and Format	24
4.5	Withdrawal of Proposals.....	25
4.6	Rejection of Proposal	25
4.7	Error or Omissions	25
4.8	Deviations or Exceptions.....	26
4.9	Specifications and Conditins	26
4.10	Vendor Research	26
SECTION 5 – EVALUTION AND AWARD PROCESS		27
5.1	Preliminary Evaluation	27
5.2	Proposal Scoring.....	27
5.3	Right to Reject Proposals and Negotiate Contract Terms	30
5.4	Award and Clarification.....	30
5.5	Notification of Intent to Award.....	30
5.6	Public Inspection	30
5.7	Appeals Process	30
SECTION 6 - SPECIAL CONTRACT TERMS AND CONDITIONS.....		32
6.1	Executed contract to constitute entire agreement	32
SECTION 7 - UNIFORM TERMS AND CONDITIONS		32
7.1	SPECIFICATIONS:	32
7.2	DEVIATIONS AND EXCEPTIONS:	32
7.3	QUALITY:	32
7.4	QUANTITIES:.....	32
7.5	DELIVERY:	33
7.6	PRICING AND DISCOUNT:.....	33
7.7	Payment:	33
7.8	UNFAIR SALES ACT:	33
7.9	ACCEPTANCE-REJECTION:	33

7.10	METHOD OF AWARD:.....	33
7.11	ORDERING:.....	33
7.12	PAYMENT TERMS AND INVOICING:	33
7.13	TAXES:	34
7.14	GUARANTEED DELIVERY:	34
7.15	ENTIRE AGREEMENT:	34
7.16	APPLICABLE LAW AND COMPLIANCE:.....	34
7.17	ANTITRUST ASSIGNMENT:	35
7.18	ASSIGNMENT:	35
7.19	PATENT INFRINGEMENT:	35
7.20	SAFETY REQUIREMENTS:.....	35
7.21	WARRANTY:	35
7.22	INSURANCE RESPONSIBILITY:.....	35
7.23	The CPS/CCRSB reserves the right to require higher or lower limits where warranted.	36
7.24	TERMINATION AND DEFAULT:	36
7.25	PUBLIC RECORDS ACCESS:.....	37
7.26	PROPRIETARY INFORMATION:	37
7.27	DISCLOSURE:	38
7.28	MATERIAL SAFETY DATA SHEET:	38
7.29	PROMOTIONAL ADVERTISING/NEWS RELEASES:.....	38
7.30	HOLD HARMLESS:.....	38
7.31	FORCE MAJEURE:	39
APPENDIX 1. CPS/CCRSB SCHOOL DISTRICT MEMBER INFORMATION		40
APPENDIX 2: PURCHASES YEAR TO DATE WITH VOLUMN AND PRODUCT DESCRIPTION		42
APPENDIX 3. CHECKLIST		51
ATTACHMENT A: PROPOSAL COVER SHEET		52
ATTACHMENT B.		53
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND		53
VOLUNTARY EXCLUSION		53
ATTACHMENT C: LOBBYING CERTIFICATION		55
ATTACHMENT D: WRITTEN PROPOSAL.....		61
ATTACHMENT E: PROPOSER CONTACT INFORMATION.....		65
ATTACHMENT F: REFERENCE LIST.....		66

APPENDICES

APPENDIX 1: CPS/CCRSB MEMBER INFORMATION

APPENDIX 2: PRODUCT SPECS WITH DESCRIPTION AND PROJECTED VOLUME

APPENDIX 3: PRELIMINARY CONTRACT

APPENDIX 4: PROPOSAL CHECKLIST

ATTACHMENTS

ATTACHMENT A: PROPOSAL COVER SHEET

ATTACHMENT B: COST PROPOSAL (EXCEL SHEET)

ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION

ATTACHMENT D: LOBBYING CERTIFICATION & DISCLOSURE OF LOBBYING ACTIVITIES

ATTACHMENT E: WRITTEN PROPOSAL

ATTACHMENT F: PROPOSER CONTACT INFORMATION

ATTACHMENT G: REFERENCE LIST

REQUEST FOR PROPOSAL
for
Multi-School Child Nutrition Cooperative

Overview:

The CPS/CCRSD seeks proposals from a Prime Vendor that meets the requirements of MA Policy 30B and Federal Procurement Requirements. It is the intention of the CPS/CCRSD to select a prime vendor to procure food products and related products as well as appropriate business services for the operation of their child nutrition, as well as food and wellness programs in the District. It is the intention of the CPS/CCRSD to utilize these proposals as a basis to further explore the proposers in depth, with the final intention of selecting the prime vendor that best meets the CPS/CCRSD's needs and priorities.

General Requirements:

The general requirements of the proposal are as follows:

- The cooperative purchasing group, distributor, prime vendor, or group purchasing organization must provide pricing and agreements that meets the requirements of the MA Board of Education Policy 30B and Federal Procurement Requirements. The cooperative purchasing group, distributor, prime vendor, or group purchasing organization must have procedures in place to meet all Federal Requirements pertaining to Food Procurement for Public School Systems. Cooperative purchasing group, distributor, prime vendor, or group purchasing organization procurements are to be conducted in a manner maximizing full and open competition consistent with Federal procurement standards in 2 CFR 200.318-.326 and in applicable Program regulations.
- Vendors may provide alternative proposals through different cooperative purchasing group, distributor, prime vendor, or group purchasing organization if warranted.
- Cooperative purchasing group, distributor, prime vendor, or group purchasing organization must provide requested information pertaining to each section in the General Details section of this request.
- Vendors on behalf of their respective cooperative purchasing group, distributor, prime vendor, or group purchasing organization, may submit proposals that articulate the details of the cooperative purchasing group, distributor, prime vendor, or group

purchasing organization to which they are affiliated, but the prime vendor must fill out and sign a document that confirms the information provided is accurate.

- The CPS/CCRSD reserves the right to review proposals and pursue a cooperative purchasing group, distributor, prime vendor, or group purchasing organization that is in the best interest of the cooperative. This request for proposals is not to be considered a bid document and in no way obligates CPS/CCRSD to take any action.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866)632-9992. Submit your completed form or letter to USDA by:

- 1) *Mail: U.S. Department of Agriculture Office of the Assistant for Civil Rights
1400 Independence Avenue, SW Washington, D.C. 20250-9410;*
- 2) *Fax: (202)690-7442; or*
- 3) *Email: program.intake@usda.gov*

This institution is an equal opportunity provider.

SECTION 1 - GENERAL INFORMATION

1.1 Definitions

“Appendix” – a document provided for Proposer’s reference

“Attachment” – any item the RFP requires a Proposer to submit as part of the offer

“Cost Proposal” – includes all documentation needed to submit pricing proposal attachment

“Fixed fee add-on” – means the fee to deliver a case of product from the Prime Vendor to schools in the member districts of the cooperative

“CPS/CCRSD” – Concord Public School & Concord Carlisle Regional School (hereafter referred to as the CPS/CCRSD)

“Member” – means any school that participates in any services offered by CPS/CCRSD

“Offer” – proposal or quotation

“Proposer” – a Prime Vendor submitting a proposal in response to this RFP

“RFP” – Request for Proposal

“RFP Amendment” – a written document that is authorized by the CPS/CCRSD and issued for the purpose of making changes to the RFP

“Subcontract” – any contract, express or implied, between the Vendor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or service required for the performance of the contract

“Successful Proposer” – the Proposer that is awarded the contract

“Vendor” – any potential Cooperative Buying Group, Distributor, Prime Vendor, Group Purchasing Organization that may be responding to the RFP; for the purpose of this document, may be used interchangeably with the term “Vendor”

1.2 Notice of Proposal

The CPS/CCRSD issues this RFP with the intent to procure products and related services of a Prime Vendor/GPO in accordance with applicable state (MA Policy 30B) and/or federal law governing the federally funded Child Nutrition Programs which collectively refer to the National School Lunch Program (NSLP), the Schools Breakfast Program (SBP), the Summer Food Service Program (SFSP), and the Child and Adult Care Food Program (CACFP) for the SFAs. This Request for Proposal (“RFP”) is for the purpose of obtaining responses from a Prime Vendor/GPO to provide comprehensive food purchasing services with improved pricing of foods that meet the current USDA standards in the following categories: Meat, Dairy, WG Rich Bread, and Grains, Produce, Snacks, Paper, and Cleaning Supplies for the CPS/CCRSD.

1.3 Proposal Submission

Below are the dates and times of actions related to this RFP. The actions must be completed when indicated unless otherwise changed by the CPS/CCRSD. In the event that the CPS/CCRSD finds it necessary to change any of the dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times. Late submissions will not be accepted. Unmet deadlines may result in disqualification of RFP.

- July 1, 2024: Proposal available to public
- July 17, 2024: Proposal questions due in writing from proposers
- July 22, 2024: Proposal questions answered by publishing an Addendum
- July 26, 2024: Proposal submissions due by 1:00PM ET
- Aug 1, 2024: Awarded Vendor potentially begins service

1.4 Clarification and/or Revisions to the Specifications and Requirements

1.4.1 Vendors/GPOs are expected to raise any questions, exceptions, or additions concerning the RFP document by contacting the designated person. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should notify immediately the above named individual of such error and request modification or clarification of the RFP.

1.4.2 Submit any concerns or inquiries in writing to the solicitation contact person no later than Wednesday, July 17, 2024 at 4 pm ET.

- 1.4.3 Written responses to questions will be available on Monday, July 22, 2024.
- 1.4.4 In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of the RFP, revisions/amendments and/or supplements will be provided to all recipients of this initial RFP via email notification.
- 1.4.5 To ensure fair and open competition as required by local, state, and federal regulations, any contact with any employee of the District comprising the CPS/CCRSD are prohibited except as authorized by the Child Nutrition Director(s) or Superintendent(s) in the respective District during the period from the date of release of the RFP until the notice of intent to contract is released.

SECTION 2 - SCOPE & ADMINISTRATIVE TERMS

2.1 Scope of Service

- 2.1.1 The vendor shall provide comprehensive services to the CPS/CCRSD. Such services shall include the purchase, receipt and/or storage of commercial food products, related food service goods, and handling of USDA Foods such as brown box and finished end products. The vendor in turn sells, delivers, and bills member District of the CPS/CCRSD Cooperative for the goods and/or services provided. The vendor shall handle the food distribution program for commercial distribution of USDA Foods including all USDA documentation for handling of all categories of USDA Foods if so desired by the member School.
- 2.1.2 The CPS/CCRSD shall purchase 80% of Child Nutrition food products (excluding products that the CPS/CCRSD obtains from specialty purveyors such as milk, small wares, some disposables, and some chemicals) from the vendor.
- 2.1.3 New products may be added to this contract at the discretion of the CPS/CCRSD. Any new products shall adhere to the cost plus fixed fee add on method of pricing. If contracted pricing or volume discount pricing is available, the CPS/CCRSD mandates that the lowest available pricing shall be applied.
- 2.1.4 Products that are no longer manufactured, no longer used, or not being ordered in sufficient quantity may be discontinued. The vendor shall notify the CPS/CCRSD a minimum of fourteen (14) days in advance of discontinuing an item.

- 2.1.5 Nutritional/ingredient information and CN labeling or signed Product Formulation Statements must be provided to the CPS/CCRSD, in electronic format, upon request, free of charge.
- 2.1.6 Vendor shall be responsible to handle the food distribution program for commercial distribution of USDA Foods including all USDA documentation for handling all USDA Foods.

2.2 Contract Term

- 2.2.1 The term of this contract shall commence on August 1, 2024, through June 30, 2026, with an option to extend by mutual agreement for up to two (2) additional one-year periods. Price increases for additional years will be based off of consumer index FOOD AWAY FROM HOME The CPS/CCRSD will make reasonable effort to notify the vendor during the month of March each year of its desire to extend.
- 2.2.2 Option 1 – July 1, 2026 to June 30, 2027. Option 2 – July 1, 2027 to June 30, 2028.
- 2.2.3 It is mutually understood that the vendor will provide service prior to the start of each fiscal contract. The vendor shall provide pricing no later than June 1, 2025 for the summer foods program and accept orders from schools prior to June 15, 2025.

2.3 Payment Term and Invoicing

- 2.3.1 The vendor shall provide an early pay discount as defined in Cost Proposal (Attachment B). Invoice payment will be made following approval by the Board of Education in each member School.
- 2.3.2 Invoices must accompany delivery. These invoices will be used for checking/verifying shipments. Incorrect invoices shall not affect prompt payment discounts, if offered. Discount period shall commence upon receipt of a corrected invoice.
- 2.3.3 Credits must be readily available (either immediately or available to print) to attach to the invoice for proper payment. Failure to do so will delay payments, and member School schools will not be liable for any penalties resulting from non-receipt of proper credit documentation, as member School Board of Educations will not approve payment without documentation.

2.3.4 The vendor will be required to accept both check and MA State Auditor Government Purchasing Credit Card as forms of payment.

2.4 Pricing

2.4.1 The vendor will charge the fixed case fee in accordance with the fee schedule.

2.4.2 All prices quoted will be F.O.B. delivered, destination dock, or specific storage location, as determined by member District.

2.4.3 If the school has multiple invoices per drop site, the case fee will be calculated per drop, not per invoice. If any additional delivery is required for product shortages, this delivery will not count against the calculation of drop size.

2.5 Shortage Reimbursement

2.5.1 The vendor agrees that should a school be forced to purchase food products from a secondary supplier as a result of the vendor's failure to supply the product(s), the vendor will reimburse the member School the difference in price between the contract price and the price paid by the member School.

2.6 Fill Rate

2.6.1 Acceptable vendor performance for the term of this contract shall be 98% monthly fill rate. Fill rate is defined as the percentage of customer orders satisfied by existing inventory of the exact product requested.

2.6.2 Monthly fill rate reports shall be provided to member District.

2.6.3 Should the fill rate fall below 98% in any given month, member District will receive a 1% rebate for that month's sales (in addition to any earned incentive rebate).

2.6.4 Should the fill rate fall below 98% for more than two (2) consecutive months, penalties will be an additional 0.25% for every month.

2.6.5 Substitution of products will count as an "out" on the fill rate report. The original product will remain on the velocity report and will count against the fill rate.

- 2.6.6 If member schools accept a substitution of a product, the original item ordered shall not be removed from the invoice. The original product will remain on the velocity report and will count against the fill rate.
- 2.6.7 Automatic substitutions shall only be allowed with approval of the Child Nutrition Director(s), or other authorized person(s), from each member School.
- 2.6.8 Automatic substitutions shall not be accepted for any item in the USDA Food Program.
- 2.6.9 With proper documentation, manufacturer shortages shall not be held against the vendor.

2.7 Fuel Surcharge

- 2.7.1 The CPS/CCRSD does not accept a fuel surcharge or fuel escalator clause.

SECTION 3 - VENDOR QUALIFICATIONS AND RESPONSIBILITIES

3.1 USDA Food Distribution

- 3.1.1 The vendor shall be responsible to handle the USDA Foods distribution program for commercial distribution of USDA Foods. This includes State-distributed commodity items as well as further processed items. These deliveries may vary in manner from School to School including delivery to a School warehouse and/or individual school deliveries.

3.2 Ordering

- 3.2.1 The vendor shall provide a web-based ordering system and support to schools using the same. In addition, the vendor shall provide an alternate method of ordering.

3.3 Delivery

- 3.3.1 Prior to the contract start date, the Child Nutrition Director in each member School and the vendor must mutually determine delivery days and times for each delivery site. The vendor shall establish an estimated time of delivery with a 2-3 hour window.
- 3.3.2 If the delivery is outside the 2-3 hour window and the School needs to have personnel available to accept a delivery outside the employer's normally scheduled work time, vendor will pay any excess wages or overtime incurred; especially if the delivery occurs outside the normal hours of operation for the Nutrition Department. Exceptions will be allowed on a case-by-case basis.
- 3.3.3 The vendor shall provide a method to track the delivery of the school's orders and provide a procedure that a school would follow if their delivery were outside of a delivery window.
- 3.3.4 Ample time should be allowed to unload and inspect product, and to verify invoices.
- 3.3.5 During weeks that a holiday falls on the designated delivery date, each member school and the vendor will determine an alternate day. Deliveries will not be

accepted on these holidays: July 4th, Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve, New Year's Day, Good Friday, and Memorial Day.

- 3.3.6 Any changes to the agreed upon delivery schedules during the contract period must be approved by the member School's Child Nutrition Director or Superintendent.
- 3.3.7 All deliveries are to be made to the schools as agreed. The vendor will be responsible for transporting the product from the truck to a designated location. Schools will not be held responsible for shortages or damaged product when a driver is unable to allow a school an opportunity to verify product delivered. If the driver is unable to wait at the schools while an initial evaluation of the product is completed, the school/Child Nutrition Office will report any discrepancies or damages within 48 hours.
- 3.3.8 The vendor must provide a phone number for emergency situations with the driver (injury, illness, etc.)
- 3.3.9 Delivery temperatures
 - Frozen: All frozen foods are to be delivered rock hard frozen at 0° Fahrenheit, ±5°F. Partially thawed goods, or products with evidence of thawing and refreezing will be rejected at the time of delivery.
 - Refrigerated: All refrigerated products shall be delivered at a product temperature appropriate to industry guidelines for that specific product, and shall have been maintained at this temperature at all times during storage and shipment, but never at a product temperature that has exceeded 40° Fahrenheit.
 - Dry: All dry products shall be delivered at a product temperature appropriate to industry guidelines for that specific product, and shall have been maintained at this temperature at all times during storage and shipment.
- 3.3.10 Minimum Drop Size Policy: The vendor must list minimum drop size requirements. If the school has multiple invoices or accounts per drop site, the minimum will be calculated per drop, not per invoice or individual account.
- 3.3.11 If any items delivered contain hazardous chemicals, as defined under 29 CFR 1910.1200, the vendor must provide a copy of a Material Safety Data Sheet (MSDS) for each item delivered. Additionally, MSDS sheets shall be easily accessible online.

3.4 Emergencies

- 3.4.1 In the event of a disaster or other emergency, the vendor agrees to provide 24-hour service to the facilities except where the vendor's ability to perform is impaired by the same disaster or emergency.

3.5 HACCP

- 3.5.1 The vendor must be in compliance with HACCP regulations and provide documentation of compliance and access to HACCP procedure manual. Each member School has the right to inspect delivery vehicles for HACCP food safety and sanitation compliance.

3.6 Buy American Provisions

- 3.6.1 The vendor must be in compliance with the Buy American Provision. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-786 added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. Purchases made in accordance with the Buy American Provision must still follow the applicable procurement rules calling for free and open competition.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request.

To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 14 days in advance of delivery. The request must include the:

- a) Alternative substitute (s) that are domestic and meet the required specifications:
 - i) Price of the domestic food alternative substitute (s); and
 - ii) Availability of the domestic alternative substitute (s) in relation to the quantity ordered.

- b) Reason for exception: limited/lack of availability or price (include price):
 - iii) Price of the domestic food product; and
 - iv) Price of the non-domestic product that meets the required specification of the domestic product.

- 3.6.2 The vendor may be required to certify the percentage of United States content in the products supplied to the SFA.

3.6.3 The CPS/CCRSB reserves the right to review purchase records to ensure compliance with the *BUY AMERICAN* provision in 7 C.F.R. sections 210.21 and 250.23

3.6.4 The vendor shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with United States content requirements.

3.7 Debarred

3.7.1 The vendor covenants that neither the company nor any of its principals has been debarred, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

3.8 Lobbying

3.8.1 The vendor shall certify that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, or in connection with obtaining any federal contract, grant, or any award covered by 31 U.S.C. 1352.

3.9 Compliance with Applicable Laws

Buy American Provision

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools participating in the National School Breakfast and Lunch Programs in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or product for use in the meals served under these programs. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States.

"Substantially" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. These provisions apply to all funds in the food service account and not just federal reimbursements.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request.

To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 14 day (s) in advance of delivery. The request must include the:

- a) Alternative substitute (s) that are domestic and meet the required specifications:
 - i) Price of the domestic food alternative substitute (s); and
 - ii) Availability of the domestic alternative substitute (s) in relation to the quantity ordered.

b) Reason for exception: limited/lack of availability or price (include price):

- iii) Price of the domestic food product; and
- iv) Price of the non-domestic product that meets the required specification of the domestic product.

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

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

d) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally

Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §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 CFR Part 401, “Rights 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.

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

g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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 must 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 non-Federal award.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

3.9.2 The vendor shall obtain and will continue to maintain during the entire term of the awarded contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under the awarded contract.

3.9.3 Each member school may inspect the selected vendor’s facilities and vehicles. The vendor must have documented their company’s compliance with Good Agricultural Practices (GAPs), Standard Operating Procedures (SOPs), Sanitary Standard Operating Procedures (SSOPs), and Good Management Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, and a Hazard Analysis and Critical Control Point (HACCP) plan.

3.10 Packaging

3.10.1 Packaging shall be in accordance with the best commercial practices so as to protect food items from dirt and other contaminants. All containers shall meet

the requirements of the applicable U.S. Standard for Conditions of Food Containers. Individual containers shall be new, clean, and unbroken. Recycled materials can be utilized for shipping cases, etc.

3.10.2 All products furnished shall be dated with either the date of the manufacture or last date the product may be sold. If product dating is coded, the coding key shall be furnished upon request.

3.10.3 All products shall be procured, packaged and inspected in accordance with all federal, state, and local government standards and all applicable regulations such as the Pure Food, Drug, and Cosmetic Act (Title 21 CFR), Agricultural Marketing Act, Fish and Wildlife Act, Meat Inspection Act, The Tariff Act, Poultry Products Inspections Laws, The Perishable Agricultural Commodities Act, and Antitrust Laws, Certification of compliance with the following Acts is required: Energy Policy and Conservation Act (PL 96-163); Occupational Safety and Health Act and the standards and regulations issued thereunder; Fair Labor Standards Act; Department of Labor Regulations (41 CFR Part 60; Section 306 of the Clean Air Act (42 U.S.C. 1857 (h); Section 508 of the Clean Water Act (333 U.S.C. 1368); Executive Order 117389 and Environmental Protection Agency Regulations (40 CFR Part 15; and Public Health Safety Security and Bioterrorism Preparedness and Response Act of 2002 (PL 107-188).

3.10.4 Each case shall be labeled with product name, SKU number, the customer name/ID and delivery date. Schools use these labels for product rotation. Any shipping containers that are not properly labeled may be rejected. Shipping containers shall be plainly marked with the kind, variety, number, and net content of the individual packages. Individual packages shall be plainly marked with the kind, variety, count, net contents, and name of manufacturer or packer.

3.11 Duty to Protect

3.11.1 The vendor shall not knowingly send any employee, agent, or subcontractor personnel who is a registered sex offender or who has been convicted of sexual abuse to a member School's property or school when students are attending school or a school related activity.

3.12 Smoking

3.12.1 The vendor shall comply with all prohibitions of smoking while in/on schools, facilities, and grounds pursuant to applicable federal, state, and local laws or policies.

3.13 Unauthorized Workers

3.13.1 The vendor shall not knowingly employ unauthorized workers; such a violation shall be cause for termination of the awarded contract.

3.14 Insurance

3.14.1 The vendor shall maintain all necessary and proper insurance for the duration of the work to be performed; including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation, Employer's Liability Insurance, and Automobile Liability Insurance. The selected vendor shall have a policy endorsement covering personal property of others. Should any required insurance be cancelled before the expiration date, the issuing company will mail 30-days written notice to CPS/CCRS. The vendor shall provide a statement of certificates of insurance from issuing company or their authorized agent with the proposal. The selected vendor shall meet the statutory requirement of the State of Massachusetts for worker's compensation coverage and employer's liability insurance.

3.14.2 Property Damage Liability: The selected vendor shall maintain insurance covering all owned, non-owned, and hired vehicles. The policy of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence.

3.14.3 Comprehensive General Liability: The selected vendor shall maintain Comprehensive General Liability insurance that shall protect member District from claims of bodily injury or property damage which arise from performance under the awarded contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate.

3.15 Food Recall

3.15.1 The vendor shall comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. The vendor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to each Member School and assurance that unsafe products are identified and removed from schools in an expedient, effective, and efficient manner. The vendor shall maintain all paperwork required for immediate and proper notifications of recalls for full and split cases.

3.16 Biosecurity

3.16.1 The vendor shall have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act of 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration, and under the USDA, Food Safety and Inspection Service.

3.17 Quality and Grade for Food to be Purchased

3.17.1 The vendor shall furnish grade, quality, ingredient, or product specification to CPS/CCRSD upon request.

Turkey items: Turkey items must bear expiration date good for no less than two weeks from date of delivery.

Meats: Beef, pork, and veal products furnished shall be federally graded as indicated in the specifications by USDA inspection. All meat products furnished shall meet the Institutional Meat Purchase Specifications (IMPS) indicated except where no IMPS number is available.

Canned or frozen fruits and vegetables: Canned or frozen fruits and vegetables shall meet CPS/CCRSD product specifications for USDA Grade B or better. All products shall be latest season's pack for that item.

Seafood: Seafood products must meet grade specified by the QPL and as defined by the U.S. Department of Commerce (USDC) National Marine Fisheries Services. All products shall be latest or current pack. All products shall have open coding.

Breaded Seafood Products: shall carry the USDC Grade shield on all product labels. When Grade A is required, the following standards must apply: Fish portions, raw, breaded, or battered, must be no less than 75% by weight of fish flesh. Precooked portions must contain not less than 65% weight of fish flesh. Raw material must consist of adequately drained wholesome whole skinless fish fillets with nape attached, or pieces or skinless fillets, of a single species. Ground (minced), comminuted, or nape blocks are not acceptable. The product shall be produced in a USDC Type 1 inspected plant. Portions are to be layer packed with wax dividers in cartons made of SBS Board with net weight between 3 to 10 lbs. to the carton. Cartons are to be either sealed or over wrapped. Case weight shall not exceed 60 pounds' net per case. Where required, the product must meet U.S. Grade A Standards, and the case must bear either a printed or stamped U.S. Grade A Shield.

3.18 Reporting

3.18.1 The distributor agrees to properly account and report transactional purchase data to designated third parties to be utilized for manufacturer rebate reporting and related analysis activities. Data will be provided in the required format no later than the 4th of each following month purchase.

SECTION 4 – PREPARING AND SUBMITTING A PROPOSAL

4.1 General Instructions

- 4.1.1 The evaluation and selection of a prime vendor and contract will be based on the information submitted in the CPS/CCRSD proposal. Failure to respond to each of the requirements in the RFP may be the basis for rejection.

4.2 Incurring Cost

- 4.2.1 The CPS/CCRSD is not liable for any cost incurred by vendors in replying to this RFP.

4.3 Submitting the Proposal

- 4.3.1 The Proposer must submit their proposals to:

Jess Brown/Child Nutrition Director
Concord Public School & Concord-Carlisle Regional School
120 Meriam Rd
Concord, MA 01742
OR ONLINE TO
jebrown@concordps.org

- 4.3.2 The Proposer must submit 2 separate sealed envelopes:

- *The first clearly marked on the outside of the envelop, "RFP Response Technical Proposal Vendor Distributor Services: Concord Public Schools & Concord-Carlisle Regional School"*
- *The second clearly marked on the outside of the envelop, "RFP Price Proposal Vendor Distributor Services: Concord Public Schools & Concord-Carlisle Regional School"*

4.4 Proposal Organization and Format

- 4.4.1 The vendor must submit the Proposal using the format according to instruction provided. Failure to provide any requested information in the prescribed format may result in disqualification of the proposal.
- 4.4.2 Attachments A and Attachments C through G: Complete each attachment and save as separate PDF files labeled "Attachment X" (X equals corresponding attachment letter).
- 4.4.3 Attachment B: Cost Proposal; Tabs 1 & 2 must be completed and return in Excel.

- 4.4.4 Attachment E: Written Proposal should be completed in a word processing program and submitted as a PDF. Provide section heading within proposal document to align with requested information.

4.5 Withdrawal of Proposals

- 4.5.1 Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Vendors may withdraw a proposal in writing at any time up to the proposal due date and time or upon expiration of ten (10 days) after the due date and time if received by the solicitation contact person. To accomplish this, the written request must be signed by an authorized representative of the vendor and submitted to the solicitation contact person. If a previously submitted proposal is withdrawn before the proposal due date and time, the vendor may submit another proposal at any time up to the proposal closing date and time.

4.6 Rejection of Proposal

- 4.6.1 Proposals that do not conform to the requirements of this RFP shall be rejected.

Proposals may be rejected for reasons that include, but are not limited to, the following:

- a. The proposal was received after the submission deadline;
- b. The proposal was not signed by an authorized representative of the cooperative purchasing group, distributor, prime vendor, or group purchasing organization;
- c. The proposal contained unauthorized amendments, deletions, or contingencies to the requirements of the RFP;
- d. The proposal was incomplete or contained significant inconsistencies or inaccuracies

4.7 Error or Omissions

- 4.7.1 If the CPS/CCRS D determines that a proposal contains a minor irregularity or an error, such as a transposition, extension, or footing error in figures that are represented, the CPS/CCRS D may allow the vendor an opportunity to correct the error. Information that is required to be included in the proposal and is inadvertently omitted shall not be accepted under this error correction provision. All information required to be included in a proposal must be

received by the date and time that proposals are due. The CPS/CCRSD reserves the right to seek clarification of any information contained in the vendor's proposal.

4.8 Deviations or Exceptions

Deviations or exceptions to specifications provided in this RFP will not be considered.

4.9 Specifications and Conditions

By submitting a response to this RFP, vendors are acknowledging that they have read the specifications and conditions provided in the RFP and that their proposal is made in accordance with the provisions of such specifications. Vendors further agree to deliver services that meet or exceed specifications provided in the RFP should they be awarded a contract for services.

4.10 Vendor Research

4.10.1 The CPS/CCRSD reserves the right to research any vendor submitting a proposal in response to this RFP to ensure the vendor's ability to perform the services as specified.

SECTION 5 – EVALUTION AND AWARD PROCESS

5.1 Preliminary Evaluation

5.1.1 The Proposals will be reviewed initially to determine if submission requirements are met. Failure to meet submission requirements will result in rejection of the proposal.

5.2 Proposal Scoring

5.2.1 Proposals received will be reviewed by the CPS/CCRSD to ensure all questions and materials have been submitted as specified in this RFP. The Offeror must respond to each concern. An evaluation is based upon the following criteria. All proposals meeting the minimum criteria/qualification will then be evaluated based upon the specific comparative evaluation criteria. The following points schedule will be utilized.

- High Advantageous – Response excels on the specific criterion
- Advantageous – Response meets evaluation standard for the criterion
- Not Advantageous – Response does not fully meet the criterion or leaves question or issue not fully addressed
- Unacceptable – Does not address the criterion, proposal is automatically eliminated from further consideration if 0 points are received in any category

Note: Offerors must indicate where evidence of each of the comparative criterion may be found within their proposals

1. Experience & References:

High Advantageous:

Description and list of 4 or more school districts with a similar scope, with references of successful working contracts of 2 years or more, within the past 5 years. Positive reference feedback.

Advantageous:

Description and list of 3 or more school districts with a similar scope, with references of successful working contracts of 2 years or more, within the past 5 years. Positive reference feedback.

Not Advantageous:

Description and list of 3 or more school districts with a similar scope, with references of successful working contracts of 2 years or more, within the past 5 years. Mostly positive reference feedback.

Unacceptable:

Description and list of 3 or more school districts with a similar scope, with references of successful working contracts of 2 years or more, within the past 5 years. Significant negative feedback from, or inability gain feedback from reference.

2. Ordering & Usage Reporting:

Highly Advantageous:

Online ordering, individual location user capacity, individual location order cut off time 4 pm the day prior to delivery, individual location Reporting for usage, individual location invoicing, administrative ordering approval

Advantageous:

Online ordering, individual location user capacity, individual location order cut off time 4 pm the day prior to delivery individual location reporting for usage, individual location invoicing,

Not Advantageous:

No Online ordering, individual location user capacity, individual location order cut off 24 hours prior to delivery day, no individual location reporting for usage, individual location invoicing

Unacceptable:

No online ordering, individual location capacity, individual location order cut off 24+ hours prior to delivery day, no individual location reporting for usage, no individual location invoicing

3. Shipping & Delivery:

Highly Advantageous:

Deliveries made weekly, deliveries made on the same day each week and received before 11 am at all locations, emergency deliveries available upon request, NO Monday deliveries

Advantageous:

Deliveries made weekly, deliveries made on the same day each week and received between 8 am and 1 pm at all locations, emergency deliveries available upon request

Not Advantageous:

Deliveries made weekly, deliveries made on the same day each week, delivery time received at all locations unknown

Unacceptable:

Deliveries made bi-weekly, delivery time received at all locations unknown, delivery time received at all locations after 1 pm

4. Invoicing, Payments, & Fill Rates:

Highly Advantageous:

Digital invoices available, 60-day payment terms, 95+% monthly fill rate

Advantageous:

Digital invoices available, 30-day payment terms, 90+% monthly fill rate

Not Advantageous:

Paper invoices available, 30-day payment terms, below 90% monthly fill rate

Unacceptable:

Paper invoices available, 10-day payment terms, below 90% monthly fill rate

- 5.2.2 The Cost Proposal will be scored using a standard qualitative where the “Highly Advantageous” will be awarded to the proposal with the lowest cost.
- 5.2.3 The CPS/CCRSD may contact references and use the results in scoring the proposals.

5.3 Right to Reject Proposals and Negotiate Contract Terms

5.3.1 The CPS/CCRSD reserves the right to reject any and all proposals. The CPS/CCRSD may negotiate the terms of the contract with the selected vendor prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring vendor, the agency may contract with the next highest scoring vendor.

5.4 Award and Clarification

5.4.1 Award will be made to the *responsive* and responsible vendor whose proposal is determined to be the most advantageous to the CPS/CCRSD, taking into consideration price as the *PRIMARY FACTOR* and the evaluation factors set forth in Sections 3, 4, and 5. The proposal will be accepted or rejected within thirty (30) days of opening.

5.4.2 The SFA shall have, without penalty, the right to terminate the agreement without cause upon sixty (60) days written notice. The SFA or the Vendor may terminate this agreement for cause sixty (60) days after giving the other party written notice of its intent to terminate, provided that the terminating party has afforded the other party the opportunity to correct the conditions deemed by the party to be the cause for termination. Such sixty (60) day period of cure shall be evidenced by written notice to the proposer

5.5 Notification of Intent to Award

5.5.1 All proposers who respond to this RFP will be notified in writing of the CPS/CCRSD's intent to award the contract(s) as a result of this RFP.

5.6 Public Inspection

5.6.1 After notification of the intent to award is made, and under supervision of the CPS/CCRSD representative, copies of the proposals will be available for public inspection during the week of **August 5, 2024** at the office of Jess Brown.

5.6.2 Vendors must schedule reviews with Jess Brown at 978-202-1165, or via email to bmacknight@concordps.org.

5.7 Appeals Process

- 5.7.1 Notices of intent to protect and protests must be made in writing to the CPS/CCRSD. Protestors should make their concerns as specific as possible and should identify statutes and provisions that are alleged to have been violated.
- 5.7.2 Any written notice of intent to protest a contract must be filed with and received via email to Jess Brown (jebrown@concordps.org) representing the CPS/CCRSD or certified mail to the office of Jess Brown located at 120 Meriam Rd, Concord MA 01742 no later than six (6) working days after the notices of intent to award are issued.

SECTION 6 - SPECIAL CONTRACT TERMS AND CONDITIONS

6.1 Executed contract to constitute entire agreement

Executed contract to constitute entire agreement.

SECTION 7 - UNIFORM TERMS AND CONDITIONS

7.1 SPECIFICATIONS:

The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design type of construction, quality, functional capability and/or performance level desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other necessary information necessary to establish equivalency must identify them. The CPS/CCRSD shall be the sole judge of equivalency. Vendors are cautioned to avoid submitting alternates to the specifications, which may result in rejection of their proposal.

- 7.1.1 Any prospective vendor finding an error(s) or omissions in the specifications or proposal document shall request clarification or interpretation of the specific issue prior to submitting a proposal. Failure to request such clarification or interpretation shall be sufficient cause to reject the proposal for non-compliance. An amendment will be issued to correct any error(s) or omissions, if change is deemed material to the proposal and time is appropriate.

7.2 DEVIATIONS AND EXCEPTIONS:

Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the proposal. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the vendor shall be held liable.

7.3 QUALITY:

Unless otherwise indicated in the proposal, all material shall be first quality. Items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the School District's Child Nutrition Director.

7.4 QUANTITIES:

The quantities shown on this request are based on estimated needs. The CPS/CCRSD reserves the right to increase or decrease quantities to meet actual needs.

7.5 DELIVERY:

Deliveries shall be F.O.B. Destination freight prepaid and included unless otherwise specified.

7.6 PRICING AND DISCOUNT:

The State of MA qualifies for governmental discounts and its educational institutional also qualify for educational discounts. Unit prices shall reflect these discounts.

7.4.1 Unit prices shown on the proposal or contract shall be the price per unit of sale (e.g. gal, cs., doz., and ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the proposal evaluation and contract administration.

7.4.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions. Any proposed price increases may be assessed in 4 month increments (trimesters): July 1st – October 31st, November 1st – February 28/29, March 1st – June 30th. All price increases will be subject to annualized CPI (Food Away From Home) indexes

7.7 Payment:

Payment by paper check, electronic funds, or credit card shall be allowed.

7.8 UNFAIR SALES ACT:

Prices quoted to the CPS/CCRSD are not governed by the Unfair Sales Act.

7.9 ACCEPTANCE-REJECTION:

The CPS/CCRSD reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the best interests of the CPS/CCRSD.

7.10 METHOD OF AWARD:

Award shall be made to vendor with the highest score unless otherwise specified.

7.11 ORDERING:

Purchase orders or releases via purchasing cards shall be placed directly to the vendor by the participating Member District.

7.12 PAYMENT TERMS AND INVOICING:

School districts normally pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to the prompt payment.

Credit card payment or payment via electronic funds transfer is acceptable under this contract.

7.13 TAXES:

The CPS/CCRSB and its agencies are exempt from payment of all federal tax and MA state and local taxes on its purchases.

7.14 GUARANTEED DELIVERY:

Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected products shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

7.15 ENTIRE AGREEMENT:

These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request, in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced party and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

7.16 APPLICABLE LAW AND COMPLIANCE:

This contract shall be governed under the laws of the State of Massachusetts. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The CPS/CCRSB reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified from federal procurement and non-procurement contracts.

7.17 ANTITRUST ASSIGNMENT:

The contractor and the CPS/CCRSD recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the CPS/CCRSD (purchaser). Therefore, the contractor hereby assigns to the CPS/CCRSD any and all claims for such overcharges as to goods, materials, or services purchased in connection with this contract.

7.18 ASSIGNMENT:

No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without prior written consent of the CPS/CCRSD.

7.19 PATENT INFRINGEMENT:

The vendor selling to the CPS/CCRSD the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the CPS/CCRSD (provided that vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

7.20 SAFETY REQUIREMENTS:

All materials, equipment, and supplies provided to the CPS/CCRSD must comply fully with all safety requirements set forth by OSHA and Homeland Security.

7.21 WARRANTY:

Unless otherwise specifically stated by the vendor, equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.

7.22 INSURANCE RESPONSIBILITY:

The vendor performing the services for the CPS/CCRSD shall:

7.22.1 Maintain worker's compensation insurance as required by MA Code for all employees engaged in the work.

7.22.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) that might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily

injury and property damage including, products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned, and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

7.23 The CPS/CCRSD reserves the right to require higher or lower limits where warranted.

7.24 TERMINATION AND DEFAULT:

FOR CONVENIENCE: CPS/CCRSD may terminate this contract at its sole discretion when in the best interests of CPS/CCRSD by providing notice to the contractor, which shall be in writing and shall be deemed delivered and received when given in person to the cooperative buying group, distributor, prime vendor, or group purchasing organization when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the cooperative buying group, distributor, prime vendor, or group purchasing organization. Upon termination without cause, the cooperative buying group, distributor, prime vendor, or group purchasing organization will be paid for services rendered to the date of termination.

FOR CAUSE: If the cooperative buying group, distributor, prime vendor, or group purchasing organization is determined by CPS/CCRSD to be in default of any term or condition of this contract, the CPS/CCRSD may terminate this contract by providing notice to the contractor, which shall be in writing and shall be deemed delivered and received when given in person to the contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the contractor. If CPS/CCRSD is determined to be in default of any term or condition of this contract, the cooperative buying group, distributor, prime vendor, or group purchasing organization may terminate this contract on fourteen (14) days' notice.

DEFAULT: The following shall constitute events of a default under the contract:

1) any material misrepresentation made by the cooperative buying group, distributor, prime vendor, or group purchasing organization to CPS/CCRSD; 2) any failure to perform any of its obligations under this contract including, but not limited to the following: (i) failure to commence performance of this contract at the time specified in this contract due to a reason or circumstance within the cooperative buying group, distributor, prime vendor, or group

purchasing organization's reasonable control, (ii) failure to perform this contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this contract within the specified time due to a reason or circumstance within the cooperative buying group, distributor, prime vendor, or group purchasing organization's reasonable control, (iii) failure to perform this contract in a manner reasonably satisfactory to CPS/CCRSD, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the CPS/CCRSD as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the cooperative buying group, distributor, prime vendor, or group purchasing organization's reasonable control, (vi) failure to comply with a material term of this contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this contract as constituting a basis for termination of this contract, and (viii) failure to comply with any and all requirements of federal or state law and/or regulations, and CPS/CCRSD bylaws and/or regulations.

7.25 PUBLIC RECORDS ACCESS:

Under applicable law, all offers submitted and opened are public records and must be retained by the CPS/CCRSD. Offers shall be open to public inspection after contract award, except for such offers deemed to be confidential by the CPS/CCRSD. If an Offeror believes that information in its offer should remain confidential, it shall stamp as confidential that information and submit a statement with its offer detailing the reasons that information should not be disclosed. The CPS/CCRSD shall make a determination on whether the stamped information is confidential.

It is the intention of the CPS/CCRSD to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

7.26 PROPRIETARY INFORMATION:

Any restrictions on the use of data contained within a request must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable procurement regulations and MA public record law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

7.26.1 Data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services

cannot be copyrighted or patented. All data, documentation, and innovations become the property of the CPS/CCRSD.

7.26.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, must be identified on a Designation of Confidential and Proprietary information form. Vendors may request the form if it is not part of the Request for Proposal package. Proposal prices cannot be held confidential.

7.27 DISCLOSURE:

If the firm, business, or person submitted this offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion in the offer. The Offeror shall include a letter with its offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

7.28 MATERIAL SAFETY DATA SHEET:

If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s). Additionally, MSDS sheets shall be easily accessible online.

7.29 PROMOTIONAL ADVERTISING/NEWS RELEASES:

Reference to or use of the CPS/CCRSD, any of its districts, or employees for commercial promotion is prohibited. New releases pertaining to this procurement shall not be made without the prior approval of the CPS/CCRSD. Release of broadcast emails pertaining to this procurement shall not be made without prior written authorization of the CPS/CCRSD.

7.30 HOLD HARMLESS:

The vendor will indemnify and save harmless the CPS/CCRSD and all of its employees, and employees of member districts, from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the vendor, or of any of its vendors, in prosecuting work under this agreement.

7.31 FORCE MAJEURE:

Neither party shall be in default by reason of any failure in the performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond reasonable control and without the fault or negligence of the party.

APPENDIX 1. CPS/CCRS D SCHOOL DISTRICT MEMBER INFORMATION

Concord Public Schools:

- **Alcott Elementary**
93 Laurel St.
Concord, MA 01742
(978)202-1500
TBD, Lead Cook,
- **Thoreau Elementary**
29 Prairie St.
Concord, MA 01742
(978)202-1500
Toni Small, Lead Cook, tsmall@concordps.org
- **Willard Elementary**
185 Powder Mill Rd
Concord, MA 01742
(978)202-1500
Annette Maslowski, Lead Cook, amaslowski@concordps.org
- **Peabody Middle School**
1231 Old Marlborough Rd
Concord, MA 01742
(978)202-1500
Joe Geary, Lead Cook, jgeary@concordps.org
- **Sanborn Middle School**
835 Old Marlborough Rd
Concord, MA 01742
(978)202-1500
TK Chan, Lead Cook, tchan@concordps.org

Concord-Carlisle Regional School

- **Concord-Carlisle Regional High School**

500 Walden Street

Concord, MA 01742

(978)202-1500

Matt Bissonnette, Lead Cook, Mbissonnette@Concordcarlisle.org

APPENDIX 2: PURCHASES YEAR TO DATE WITH VOLUMN AND PRODUCT DESCRIPTION

Item Or Equal	Volume Purchased
PITA CHIPS NAKED 24-1.5Z STACYS	314
CHIX CVP BRST BNLS SKNLS 7Z 2-10#	238
BOX PIZZA 10" KRFT BFL 50CT GCHC	228
WATER DRINKING PURIFIED BOX 24-500ML	202
DRESSING CAESAR CRMY 60-1.5FLZ PMLL	199
HUMMUS ORIG 2-5# CEDMED	161
BREAD WHE HNY SPROUTED HI 5/8" 8-22Z	161
CHEESE PARM GRTD 1-5# MARANO SEL	133
JUICE ORNG 100% 96-4FLZ HV	120
CHEESE CHED MLD SLCD .75Z 6-1.5# GCHC	118
CONTAINER CLAM 8.25"CLR NO LOGO 250CT	117
YOGURT DANIMAL STRAWB N/F 48-4Z DANN	108
TURKEY BRST SLCD OVN RSTD 6-2#	104
CUTLERY KIT KFS NAP HVY WHT 250CT	87
TORTILLA WHLWHE 12" 6-12CT GRZ	81
LETTUCE ROMN HRTS 12-3CT MRKN	71
SNACK FRT MXD BRY 48-2.5Z KELL	71
CARROT STIX STRAIGHT CUT 2-5# RSS	66
CRUST PIZZA SHTD OVN RSNL 20-16"RICH	52
CHIX BRST TNDR FRTR HMSTYL 2-5# TYS	49
TREAT RICE KRISPIE 1.3Z 4-20 KELL	49
JUICE CAN APPL 100% 48-5.5FLZ OCSPR	45
CEREAL GRANOLA HNY OATS 4-44Z	45
BAG PPR KRFT 8# 500CT GCHC	39
DRESSING ITAL CLSC PKT 60-1.5FLZ PMLL	39
MAYONNAISE PKT 200-12GM GCHC	38
BUN HAMB SLCD WHEAT WHL 4" 10-12 GCHC	36
YOGURT VAR PK STRAWB/VAN CRMY 48-4Z	36
JUICE APPLE 100% 6FLZ 4-10CT CAPRS	35
CUTLERY KIT KFS NAP S&P MWT BLK 250CT	35
BAGEL PLN PARBK 54-4.5Z SIENNA	33
DOUGH CKY CHOC CHP 1.5Z 4-80CT GCHC	33
LETTUCE ROMAINE CHOP 6-2# RSS	33
CRUST PIZZA RLLD EDGE 12-16"	31
CONTAINER FD SQ CLR 4QT 1CT CMB	30
CONTAINER FD SQ CLR 8QT 1CT CMB	30
LID CONT FD SQ CLR 2&4QT 1CT CMB	30
LID CONT FD SQ CLR 6&8QT 1CT CMB	30
CHEESE MOZZ 2% SHRD FTHR 4-5# PG	29
TORTILLA WRP 12" WHLWHE 6-12CT	29
CHIX CVP BRST BNLS XTRM 5Z 2-10# GCHC	28
FRENCH BRD WGRAIN 50/50 CHS 60-5.2Z	27
CONT PLAS 3CMPT BLK 250CT MICRORAVES	27
LID DOME 3 CMPT CLR VNTD 250CT	27

QUINOA CKD 5-2# SANDR	27
BREAD WGRAIN SLCD 1/2" 7-32Z GCHC	26
DRESSING CAESAR CRMY 2-1GAL PMLL	26
CROISSANT SLCD 2Z 6-12CT GCHC	26
DRESSING RNCH DIP CUP 100-1Z GCHC	26
CHIX BRST PTY FRTR NAE 3.2Z 2-5#	25
CHIX TNRD BRD HMSTYL NAE 10# TYS	25
BUN SUB SLCD 6" 12-6CT GCHC	24
CHIP POT BKD 64-LSSV LAYS	24
BAG PPR KRFT 6# 500CT GCHC	23
CHIP POT CHED SR CRM 64-LSSV RUFF	23
CHEESE MOZZ 3% SHRD FTNR 4-5# PG	23
CHIP TORTL MULTIGR 24-1.5Z	22
DRESSING BTRMLK RNCH 60-1.5FLZ PMLL	22
CORN & BLK BEAN FLME RSTD 6-2.5#	21
CHIX DCD 1/2" WHT CKD 2-5# GCHC	20
MUSTARD PKT 500-5.5GM GCHC	20
CRACKER GLDFSH CHED WGRAIN 100-.75Z	20
CROUTON HMSTYL SEAS 10-2# GCHC	20
CHIX CVP BRST BNLS SKNLS 6Z 2-10#	19
DRESSING ORNTL HNY GINGR 2-1GAL	19
GLOVE NITRILE MED PF BLK 10-100CT	19
SPATULA RUBBER 9.5" 1CT VOLL	18
BREADSTICK GARL WGRAIN TWST 54-2.1Z	18
DRESSING RNCH PKT 60-1.5Z KENS	17
CHEESE PROV NAT SLCD .75Z 6-1.5# GCHC	17
BEAN GARBANZO 6-10 GCHC	16
CHIX CVP THGH BNLS JMBO 4-10# GFS	16
WHIP FRENCH 12" 1CT VOLL	16
FRIES SWT POT CROSSTRAX 6-2.5# MCC	16
DRESSING RNCH BTRMLK 4-1GAL GCHC	16
BREAD WHL WHE PULLMAN SLCD 12-22Z	16
FRUIT MXD CUP IN JCE 48-4Z GCHC	16
BEEF PTY 5/# 80/20 15# GCHC	15
GLOVE NITRILE LRG PWDNR 10-100CT GCHC	15
CHIP POT KTTL VAR PK 1.38Z 2-30CT	15
CUP PRTN SOUFF 5.5Z TRANSL 8-250CT	15
CHIP POT BBQ BKD 64-LSSV LAYS	15
FILM CUTTER BX 18"X2000' 1CT KE	14
ROLL CINN ICED WGRAIN IW 60-1.5Z	14
CHIP POT REG CRISP BKD 60-.875Z LAYS	14
TURKEY BRST OVN RST 2-8#AVG BRICK	14
LID PRTN SOUFF 5.5Z 25-100 GCHC	13
CHEESE CREAM CUP 100-1Z GCHC	13
CUTLERY WRPD FORK MWT WHT FLX 1M KE	13
MEASURING SPOON SET S/S 1CT WINCO	13
CHIP TORTL TRI-COLOR STRIP 10-1# GFS	13
CHEESE CHED MLD SHRD FTNR 4-5# GCHC	13

APPLE DELICIOUS RED 100-125CT P/L	13
PASTRY POP-TART WGRAIN STRAWB 120-1CT	13
LID PRTN SOUFF 1.5/2/2.5Z 24-100CT	13
DISHER #24 1-1/3Z S/S 1CT JACBPRD	12
DISHER #30 1 1/4Z S/S 1CT JACBPRD	12
DISHER #40 7/8Z S/S 1CT JACBPRD	12
DISHER #8 4Z S/S 1CT JACBPRD	12
MEASURING CUP PLAS 1/2QT CLR 1CT	12
MEASURING CUP PLAS 1QT CLR 1CT CAMB	12
MEASURING CUP PLAS 4QT CLR 1CT	12
CUTLERY WRPD SPOON MWT WHT FLX 1M KE	12
BEAN GARBANZO CHICKPEA 24-14Z	12
CHIP POT SR CRM ONIO BKD 64-LSSV LAYS	12
SAUCE MARINARA 6-10 GCHC	11
SPICE PEPR BLK REST GRIND 16Z TRDE	11
PIZZA 4CHS 16" RISING 9CT VILLA PRIMA	11
FRANKS BEEF 8/# 2-5# GFS	11
BAG SHOPPING KRFT 60# 13X6X16 250CT	11
OLIVE KALAMT PTTD 10# FAMOSO	11
CHIP POT BBQ MESQ SWT R/F 56-1.375Z	11
CHIP NACHO CHS 64-1.75Z DORITOS	11
CROUTON HERB SEAS 10-2# GFS	11
BUN HOT DOG SLCD 5.75" 12-12CT GCHC	11
APPLESAUCE UNSWT CUP 72-4Z GCHC	10
CHIX BRST FRTRR CRSPY NAE 3.5Z 2-5#	10
SPICE GARLIC POWDER 21Z TRDE	10
CHIX DCD 1/2" WHT MRNTD CKD 2-5# GCHC	10
CUP PRTN SOUFF 2.5Z TRANSL 12-200CT	10
MILK CHOC 1% ASEP ORGNC 18-8FLZ	10
BAR GRANOLA CHOC CHNK L/F 12-8CT QUAK	9
CROISSANT SLCD 2.5Z 6-10CT GCHC	9
BUN SUB 7" 60-4Z WENNER	9
FRANKS BEEF 8/# 2-5# GFS	9
CHIP POT REG 120-.5Z LAYS	9
SCALLIONS ICELESS 12CT P/L	9
GLOVE VNYL LRG PWDFR 10-100CT GCHC	9
GLOVE NITRILE XL PWDFR 10-100CT	9
PAN FOIL 52Z MED W/LID BLK&GLD 50CT	8
SAUCE PIZZA W/BASL XHVV 6-10 SANBNT	8
OIL SALAD CANOLA NT 6-1GAL GCHC	8
FRIES 5/16" R/C COATED XLNG 6-5# GCHC	8
CRACKER GRHM TEDDY CINN 150-.75Z	8
PIZZA CHS 4X6 WGRAIN 50/50 96-4.6Z	8
CHIP ORIG FLVR 64-LSSV SUNCHIP	8
PEPPERONI SLCD 14-16/Z 2-5# GCHC	8
CROUTON HERB SEAS 8-2.5# GCHC	8
PLATE MOLDED FBR 8.75" 4-125CT GCHC	7
BAR GRANOLA CHOC CHIP 12-8CT QUAK	7

FRIES WDG 8CUT CRSPY OVEN R/SOD 6-5#	7
BACON CKD MED SLCD 3-100CT GFS	7
TOMATO GRAPE 12-1PT P/L	7
CHIX THGH FLLT HMSTYL BRD O/R 10# TYS	7
NOODLE CHOW MEIN SSTBL 6-24Z	7
CHIP POT KTTL 40% R/F 56-1.5Z	7
CHIP POT SLT & VNGR 64-LSSV LAYS	7
SALAMI GENOA SLCD 48/# 12-1#	7
SNACK FRT SCOOPY DOO 96CT GENM	6
PIZZA CHS 5" RND WGRAIN 60-5.05Z MAX	6
PAN COAT SPRAY 6-17Z KE	6
FILM CUTTER BX 12"X2000' 1CT GFS	6
PIE APPLE BKD LATTICE TOP 6-38Z CP	6
PASTRY POP-TART SMORES FRSTD 72-2CT	6
LASAGNA ROLL-UP WGRAIN 110-4.3Z	6
KETCHUP PKT 1M-9GM HNZ	6
CHEESE AMER YEL 160CT SLCD 4-5# GCHC	6
CRACKER CHEEZ-IT 60-1.5Z SNSHN	6
GLOVE VNYL MED PWDFR 10-100CT GCHC	6
BREAD PITA 8" 18-4CT NEARE BAKNG	6
BEEF STK SHVD XLEAN 2-5#	6
CHIX BRST PTY BRD WGRAIN 2-6.76#	6
CHEESE CREAM LT CUP 100-1Z P/L	6
BAR RASPB 3-16 NUTRIGRAIN	6
SAUCE BBQ DIP CUP 100-1Z GCHC	6
PAD SCRUB GEN PURP GREEN 2-10 ARRAY	6
CRACKER GOLDFISH CHED 60-1Z PEPPFM	6
PEPPERS & ONION FLME RSTD 6-2.5#	6
CHIP NACHO CHS 104-SSV DORITOS	5
CHIP HARV CHED 104-SSV SUNCHIP	5
SAUCE PARM GARL 29FLZ GSIG	5
THERM REF/FRZER -20/+60 1CT GCHC	5
HOLDER POT PAN GRABBER 2CT KE	5
KETCHUP PKT 1000-7GM GCHC	5
BEEF GRND 85/15 FREE FALL 2-10# GCHC	5
BEAN BKD NE STYL 6-10 HANV	5
CROUTON HMSTYL SEAS 4-2.5# FRSHGOURM	5
LINER BAKE PAN WHT SILICON 1M	5
PINEAPPLE TIDBITS IN JCE 6-10 DOLE	5
CRACKER OYSTER IND 150-.5Z GCHC	5
MAYONNAISE PKT 210-3/8Z HELM	5
PIZZA CHS 5" WGRAIN 4.98Z 6-10CT TONY	5
DRESSING RNCH 4-1 GAL KE	5
SOUR CREAM CUP 100-1Z	5
POPCORN WHT CHED 64-LSSV SMARTFOOD	5
CHIP SPCY SWT REDC 72-1Z SSV DORIT	5
FRIES SWT WDG RIDGE CUT 6-2.5#HARVSPL	5
DRESSING CAESAR 4-1 GAL GFS	5

KETCHUP PKT SCHOOL 1000-7GM HNZ	5
YOGURT DANIMAL STRAWB BAN N/F 48-4Z	5
BEAN GREEN FRESH SNIP 2-5# P/L	4
BACON CKD 3-100CT FAST N EASY	4
THERM PCKT DIGITAL -40/450F 1CT COOP	4
MAYONNAISE LT PKT 200-12GM GCHC	4
DRESSING CAESAR CRMY 4-1GAL KENS	4
BREAD PITA 7" 12-10CT OLYMPIA	4
TURKEY GROUND RAW 85% LEAN 4-5#	4
CONT PPR SOUP CUP 8Z 20-25CT ERTHCHC	4
DETRGNT POT & PAN LEM 4-1GAL DAWN	4
LETTUCE LEAF 24CT MRKN	4
TOMATO 6X7 MED 25# MRKN	4
CUTLERY WRPD KNIFE MWT WHT FLX 1M KE	4
BAG PPR/FOIL 6X.75X6.5 BLUE 1M	4
SAUCE PIZZA FULLY PREP 6-10 PIZZAIOLO	4
OIL OLV PUR MEDITTR 4-3LTR FAMOSO	4
CONT WHT 9X9X3 3CMPT HNGD 200CT CHINT	4
BREADSTICK GARL 132-8" EUROBKR	4
SALT KOSHER 12-3# DIAC	4
VEG BLND STIR FRY 12-2# GCHC	4
LINER BAKE PAN NAT SILICON 1M	4
FRIES SWT 3/8" C/C BATRD 5-3# GCHC	4
SNACK CHS PUFF CHED R/F 72-.7Z CHTOS	4
TURKEY BRST&THGH BNLS SKN-ON 2-10#AVG	4
BAR BLUEB 3-16 NUTRIGRAIN	4
PORK BUTT BNLS NAT 4-2CT 70#AVG P/L	4
TREAT RICE KRISPIE WGRAIN 80CT	4
CHIP HARV CHED 64-LSSV SUNCHIP	4
CHIP POT RIDG 64-LSSV RUFF	4
TORTILLA FLOUR 10" 12-12CT GRSZ	4
CHIP POT SEA SALT KTTL 64-LSSV MVICK	4
CHIP POT SEA SLT & VNGR 64-LSSV MVICK	4
PEPPERONI SLCD SAND 3.34" 8/Z 5-2#	4
PEPPERONI SLCD 14-16/Z 25# MARGHRTA	4
CHIP VAR PACK LSSV 2-30CT FRITOL	4
BURGER VEGGIE BLKBN SPCY 48-4.25Z	4
PRETZEL SFT PREBKD WHL WHE 100-2.2Z	3
CRACKER GRHM HNY 200-2CT KELL	3
WRAP FD 12" PLAS CLR MICRO SAFE 1CT	3
WRAP FD 18" PLAS CLR MICRO SAFE 1CT	3
PINEAPPLE TIDBITS IN JCE 6-10 GCHC	3
THERM PCKT DIAL 0/+220 1CT GCHC	3
CHIX TNRD BRD HMSTYL NAE 80-2Z TYS	3
CHIP POT KTTL SEA SLT 60-1.4Z BRICK	3
KETCHUP PKT 500-9GM GCHC	3
BAR GRANOLA OAT & HNY 144CT NATVLLY	3
BAG RECLOSABLE FRZER GAL 6-90CT GCHC	3

DRESSING ITAL CRMY 60-1.5Z KENS	3
BOX PIZZA 10" WHT/KRFT B-FLUTE 50CT	3
BOX PIZZA 14" KRFT/KRFT BFL 50CT GCHC	3
GLOVE VNYL SML PWDFR 10-100CT GCHC	3
GLOVE VNYL XL PWDFR 10-100CT GCHC	3
CHIP POT ORIG 88-1Z CAPE COD	3
YOGURT STRAWB BAN BASH L/F 48-4Z TRIX	3
JUICE APPLE 100% 96-4FLZ HV	3
ORANGES MAND IN JCE 6-10 GCHC	3
PASTA ROTINI 2-10# BARILLA	3
SNACK FRT ROLLUP CRAZY R/S 96CT GENM	3
PASTA SPAGHETTI 10" 2-10# KE	3
HAM VIRGINIA BKD DELI SLCD 6-2# GFS	3
CHIX TNDRLN FRTRR SPCY 2-5# KOCH	3
CHIX BRST TNR FRTRR RAW ZESTY 2-5#	3
CHIP GARDEN SALSA 64-LSSV SUNCHIP	3
CHIP COOL RNCH 64-1.75Z DORITOS	3
SAUCE SWEET & SOUR DIP CUP 100-1Z	3
CAULIFLOWER BITE SIZE 2-3# RSS	3
SAUCE BBQ 4-1GAL GCHC	3
CRUST PIZZA 10" 2-12CT RICHS	3
TEST STRIP SANTZR QUATRNR QT-40 1ROLL	3
CUP PRTN SOUFF 2Z TRANSL 12-200CT	3
DOUGH CKY CHOC CHP 320-1Z DAVCKY	3
SALSA CHUNKY 6-70Z GCHC	3
SOUP TOMATO 12-5 CAMP	2
KETCHUP PKT 500-9GM HEINZ	2
POTATO GRANULES COMPLETE 6-5.31# GCHC	2
CONT PPR DELI 8Z ASPIRE 250CT GCHC	2
GLOVE NITRILE XL PRPL PWDFR 4-250CT	2
FOIL CUTTER BX HVY 18"X500' 1CT GCHC	2
RELISH SWT PKT 200-9GM GCHC	2
CHIX BRST TNR FRTRR HMSTYL NAE 2-5#	2
CROISSANT BTR SLCD 48-3Z SL	2
SAUSAGE LNK TURKEY 16/# 10# PERD	2
SPICE CHILI POWDER HOT 17Z TRDE	2
SPICE PEPR BLK REG GRIND 16Z TRDE	2
FLOUR H&R A/P 2-25# GCHC	2
PIZZA CHS 16" WGRAIN R/E BOLD 9CT	2
GREEN LEAF FILLETS/CROWNS 2-5# RSS	2
FOIL SHEETS 8X10.75" 6-500 KE	2
GLOVE RUBBER SML YEL 2CT ARRAY	2
BUTTER PRINT UNSLTD GRD AA 36-1# GCHC	2
BREAD PITA 7" WGRAIN 12-10CT OLYMP	2
CHEESE SWS SLCD .75Z 6-1.5# GCHC	2
JUICE BOX FRT PNCH 100% 6.75FLZ 4-8CT	2
TISSUE BKRY WXD 6X10.75 KRFT 10-M	2
COCOA DUTCH UNSWT 5# SPARROW	2

WRAP DELI DWXD KRFT 15X10.75 12-500CT	2
COVER SHT PAN 21X6X35 CLR 1-250CT HBC	2
ROLL GARL KNOT 60-1.3Z WENNER	2
BACON CKD RND SML FZ 288-2.5" HRML	2
GUACAMOLE WSTRN STYL 12-1# SIMPL	2
CHOC CHIPS WHT 10# TR TOPPERS	2
MAYONNAISE PKT 200-12GM HNZ	2
GLOVE NITRILE MED PWDFR 10-100CT GCHC	2
CREAMER HLF & HLF 12-1QT GCHC	2
SAUCE PIZZA ITAL 6-90Z FAMOSO	2
TIMER DIGITAL W/CLOCK 1CT	2
PRETZEL TWIST BRAID HNY WHE 64-2Z	2
YOGURT VAR PK L/F 48-4Z YOPL	2
CHIX PTY BRD WGRAIN 3.26Z 4-7.7#	2
LID PPR 8-16Z SOUP CUP 10-50CT	2
GLOVE NITRILE LRG PF BLK 10-100CT	2
FRUIT SAL TROP IN JCE 6-10 GCHC	2
CROUTON FOCA GARL RSTD 10-2# GCHC	2
FRIES SWT POT DP GROOVE 7/16" 6-2.5#	2
PASTA ELBOW MACAR 2-10# KE	2
STRAWBERRY WHL IQF 2-5# P/L	2
DOUGH CKY OATML RAIS 1.5Z 4-80CT GFS	2
BUN HAMB 5" 6-12CT GCHC	2
CEREAL GRANOLA TSTD OAT 4-50Z NATVLLY	2
CHIP POT BBQ 64-LSSV LAYS	2
CAULIFLOWER REG CUT 2-3# RSS	2
HUMMUS RSTD RED PEPR 2-5# CEDAR'S	2
YOGURT STRAWB N/F 4-5# UPSTFM	2
SNACK CHS PUFF WHT CHED 64-1.25Z	2
SHEET BAKNG 16.5X24.5" QULON 1000CT	2
DRESSING BTRMLK RNCH 4-1GAL PMLL	2
APPLESAUCE SSV 72-4Z MOTTS	2
DRESSING RNCH CNTRY 60-1.5FLZ PMLL	2
HAM VIRGINIA BKD DELI SLCD F2F 6-2#	2
SAUCE BUFF WNG 4-1GAL SWTBRAY	2
DRESSING RNCH BTRMLK 4-1GAL KENS	1
PRETZEL TWIST TINY 88-1Z ROLD GOLD	1
CRANBERRY SAUCE JELLIED 6-101Z OCSPPR	1
COCOA HOT DK 6-50PKT NEST	1
PAD SCRUB GEN PURP GREEN 3-20CT 3M	1
BEAN GREEN CUT FNCY 4SV 6-10 GCHC	1
BEAN KIDNEY RED DARK 6-10 GCHC	1
BEAN KIDNEY RED LT 6-10 GCHC	1
PEAS & CARROT 12-2.5# GCHC	1
NOODLE CHOW MEIN 1.5#/CAN 6-10 GFS	1
SPICE ONION POWDER 19Z TRDE	1
JUICE ORNG 100% FZ 72-4FLZ SNCUP	1
CORNBREAD MIX 6-5# CMV	1

RICE BRN PERFECTED 25# UBEN	1
PICKLE DILL SLCD HAMB 4-1GAL GCHC	1
SALT KOSHER COARSE 12-3# MRTN	1
PEANUT BUTTER SMOOTH 6-5# GFS	1
THERM DIAL MT +120+200 1CT GCHC	1
DRESSING RNCH 4-1GAL KENS	1
CHEESE CHED MLD SHRD FINE 4-5# GCHC	1
LIME 48CT MRKN	1
EGG SHL LRG A GRD 6-30CT GCHC	1
JUICE ORNG 100% 70-4FLZ SNCUP	1
EGG SHL LRG A GRD 12-30CT GCHC	1
FILM ROLL PERF 10X10" 1CT ANCHP	1
POTATO PRLS XTRA RICH 6-3.56# BAMER	1
SPICE PEPR RED CAYENNE GRND 16Z TRDE	1
HONEY CLOVER 4-6# GCHC	1
SANITIZER ULTIMATE 4-1GAL ARRAY	1
TOMATO DCD I/JCE MW 6-10 GCHC	1
CHEESE CREAM LT CUP 100-.75Z PHIL	1
DRESSING ITAL GLDN 4-1GAL GCHC	1
BREADSTICK CHS STFD WGRAIN 144-2Z	1
SPICE BAY LEAF WHOLE 2Z TRDE	1
TOMATO CRSHD MW 6-10 GCHC	1
PEAS GREEN IQF 30# GCHC	1
CARROT SHRD MED 2-5# RSS	1
STUFFING MIX BRD W/CHIX FLVR 6-57.6Z	1
SPOON PLAS MWT WHT FLX POLY 1M KE	1
SPICE CHILI POWDER MILD 16Z TRDE	1
CONT PLAS PIE 5.75" WDG HNGD 250CT	1
BROTH CHIX NO MSG 12-48Z HANV	1
JUICE APPL 100% 24-10FLZ WLCH	1
CROUTON DELI STYL GARL 4-2.5#	1
BAG PPR KRFT 30# 15X18 1-500CT DURO	1
SAUCE SPAGHETTI 6-10 TRATTORI	1
SUGAR CANE GRANUL XFINE 25#	1
BOX PIZZA 10" KRFT BFL 50CT	1
MITT OVEN 13" BSTGUARD BLK 2CT	1
BEAN CANNELLINI 24-14Z FAMOSO	1
SUGAR BRN LT 12-2# DOMN	1
BAKING SODA 7.5# FLEIS	1
VINEGAR BALSM IMPRTD 2-5LTR FAMOSO	1
GLOVE VNYL MED PWDFR 10-100CT P/L	1
DOUGH BREAD CRN 1/4 SHT 6-48Z BJOY	1
SAUCE PIZZA DLX PEAR W/BASL 6-10 DICI	1
FLOUR H&R GOLD MEDAL 14317 2-25#	1
SPICE PEPR RED CRUSHED 12Z TRDE	1
VINEGAR APPLE CIDER 5% 4-1GAL GCHC	1
PASTA FARFALLE 2-10# BARILLA	1
SOUR CREAM PKT 100-1Z LOL	1

CRACKER SALTINE 500-2CT NAB	1
FRUIT COCKTAIL IN JCE 6-10 NORTHEAST	1
LETTUCE ROMAINE RIBBONS 6-2# RSS	1
LABEL DISSOLVAB FD ROTATION 4-250CT	1
BAG RECLOSABLE 1GAL 250CT GCHC	1
LETTUCE ICEBERG CELLO 6CT P/L	1
ZUCCHINI GRN 20# P/L	1
CHIP POT SLTD 104-.5Z CAPE COD	1
SQUARE RICE KRISPIES TREATS 4-20CT	1
SPICE GINGER GRND 16Z TRDE	1
RICE BRN PARBL WGRAIN 25# GCHC	1
GLOVE NITRILE LRG PWDFR BLUE 10-100CT	1
NAPKIN DISP XPRSNAP NAT 12-500CT GCHC	1
SPICE BASIL LEAF 26Z TRDE	1
TOMATO CRSHD CONC 6-10 FULLRD	1
SEASONING MESQ HRB&FAJITA 22Z TRDE	1
CHIP COOL RNCH REDC FAT 72-1Z DORIT	1
YOGURT VAR PK RASPB/CHRY CRMY 48-4Z	1
CHOC CHIPS SMISWT 4M 30# CALLEB	1
BEAN BLACK 6-10 GRSZ	1
BURGER VEGGIE 7-VEG 48-3.5Z MSTARFM	1
TURKEY BASE NO ADDED MSG 6-1# MINR	1
CHIP POT BBQ BKD LAYS KC MP 60-.875Z	1
PASTA PENNE RIGATE 2-10# BARILLA	1
BAR APPLE 3-16 NUTRIGRAIN	1
CHEESE FETA 2-9# STLL	1
FLAVORING VAN 1-1QT GCHC	1
MAYONNAISE 4-1GAL KE	1
CREAMER ORIG UHT 384-9ML GCHC	1
CUP PLAS CLD 16Z CLR 12-70CT GCHC	1
CREAMER ASEPTIC HLF & HLF 360CT GCHC	1
CHIP POT REG 64-LSSV LAYS	1
CHIP POT BBQ 64-LSSV MVICK	1
CAN OPENER ELEC DLX GRY S/S 1CT	1
CRACKER RITZ BITS CHS 1Z 4-12CT NAB	1
CROUTON MULTIGR CHS GARL 10-2# GCHC	1
PRETZEL SFT PREBKD 5Z 3-20CT GCHC	1
LID VNTD 16Z CONT COMPSTBL 20-50CT	1
SEASONING CHIX CANAD 20Z TRDE	1
JUICE CUP ORANGE 100% 96-4Z	1
LID XSLOT 16/24Z CLR 12-85CT GCHC	1
BUTTER CUP SLTD 5GM 936CT LOL	1
CONT FM 3CMPT 9X9.1 LRG 2-75CT GCHC	1
SPICE PAPRIKA SMOKED 19Z TRDE	1
SPRING ROLL VEG PREFRD MINI 5-20CT	1
OATMEAL INST VAR PK 64-1.5Z QUAKER	1

APPENDIX 3. CHECKLIST

Checklist of all required forms to be completed and returned with proposal package. Checklist does not need to be submitted with Proposal.

- **ATTACHMENT A: PROPOSAL COVER SHEET**
Complete and sign, return as PDF titled Attachment A
- **ATTACHMENT B: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**
Complete and sign; return as PDF titled Attachment C
- **ATTACHMENT C: LOBBYING CERTIFICATION**
Complete and sign; return as PDF titled Attachment D
- **ATTACHMENT D: WRITTEN PROPOSAL**
Complete; return as PDF titled Attachment E
- **ATTACHMENT E: PROPOSER CONTACT INFORMATION**
Complete and sign; return as PDF titled Attachment F
- **ATTACHMENT F: REFERENCE LIST**
Complete and sign; return as PDG titled Attachment G
- **PRODUCT INFORMATION** – If alternate, equivalent products are provided in the Cost Proposal, product fact sheets must be provided
Submit in folder titled **Alt Product Info**

ATTACHMENT A: PROPOSAL COVER SHEET

MULTI-DISTRICT CHILD NUTRITION PROGRAM (CPS/CCRSD) IS REQUESTING A COMPETITIVE PROPOSAL FOR A COMPREHENSIVE PRIME VENDOR FOR PRODUCTS USED IN CHILD NUTRITION PROGRAM ON BEHALF OF MEMBER SCHOOLS OF THE CPS/CCRSD.

Proposal Reference Number: 202501

Date of Request: July 8, 2024

Completed proposal to be submitted by email or U.S. Mail no later than Friday, July 26, 2024 by 1:00 P.M. EDT

Contact Person: Jess Brown, Child Nutrition Director

Contact Person Phone Number: 978-202-1165

Contact Person Email: jebrown@concordps.org

Proposal Submission Email: jebrown@concordps.org

Proposer's failure to execute/sign proposal prior to submittal may render proposal non-responsive.

Organization Name (print)

Name and Title of Authorized Representative (print)

Address _____

City, State _____ ZIP _____

I certify by my signature below that the PRICES quoted in this proposal are correct and conform to all specifications and requirements outlined in this RFP document. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this RFP document, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that a conflict between the terms and conditions of this RFP document and the company's proposal documents will be resolved in favor of this RFP document, except as may be otherwise agreed to in writing by the company and the school.

By submitting this response, the proposer agrees to the requirements, terms, and conditions of this RFP and any supplements or revisions thereof.

The undersigned hereby offers to provide pricing for Products as specified in this request for the period starting August 1 2024 and ending June 30, 2027.

I understand that the cooperative and the school district members it represents reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of thirty (30) days from the time of opening of the proposal.

SIGNATURE (Of authorized representative)

Date:

PRINT NAME

TITLE:

ATTACHMENT B: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Lower-Tier Transaction

This certification is required by the regulations Implementing Executive Order 12549m Debarment and Suspension, Title 7 CFR Part 2017, &3017.510, Participants responsibilities. The regulations published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

(Before completing certification, read instructions on next page.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presented debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Respondent Company Name:
PR/Award Number or Project Name CPS/CCRS RFP 20210201

Signature of Respondent Authorized Representative

_____ Date _____

Name:

Title:

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective low-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The proposed lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Low-Tiered Covered Transactions*, without modification, in all lower-tier covered transactions and in all RFPs for lower-tier covered transactions.
7. A participant in a covered transaction may rely on a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT C: LOBBYING CERTIFICATION
LOBBYING CERTIFICATION

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracting exceeding \$100,000 in federal funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, DISCLOSURE FORM TO REPORT LOBBYING, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the awards documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

ATTACHMENT C (CONTINUED)

DISCLOSURE OF LOBBYING ACTIVITIES

STANDARD FORM LLL

APPROVED BY OMB

**COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT
TO 31 U.S.C. 1352**

(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)

1. Type of Federal Action

- Contract
- Grant
- Cooperative Agreement
- Loan
- Loan Guarantee
- Loan Insurance

2. Status of Federal Action

- Bid/Offer/ Application
- Initial Award
- Post Award

3. Report Type

- Initial Filing
- Material Filing

For Material Change Only

Year: _____

Quarter: _____

Date of Last Report:

4. Name and Address of Reporting Entity

- Prime
- Sub awardee

Tier _____, if known

Congressional District, if known: _____

**5. If Reporting Entity in No. 4 is Sub awardee
Enter Name and Address of Prime:**

Congressional District, if known: _____

6. Federal Department/Agency:

7. Federal Program/Name Description:

CFDA Number, if applicable: _____

8. **Federal Action Number:** (if known)

9. **Award Amount:** (if known)

10. a. **Name and Address of Lobbying Entity:** (if individual, last name, first name, MI)

11. **Individual Performing Services:** (including address if different than No. 10) (Last name, first name, MI)

12. **Amount of Payment:** (check all that apply)
\$ _____
 Actual
 Planned

13. **Form of Payment** (check all that apply)
 Cash
Nature _____
 In-kind (specify)
Value _____

14. **Type of Payment:** (check all that apply)

- Retainer
- One-Time Fee
- Commission
- Contingency Fee
- Deferred
- Other: (specify) _____

15. **Brief Description** of services performed or to be performed and date(s) of service, including officer(s), employees, or member(s) contracted for payment indicated in item 11.

(Attached Continuation Sheets is necessary)

16. **Continuation Sheets Attached:**

- Yes
- No

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

Federal Use Only

Authorized for Local Reproduction

ATTACHMENT C (CONTINUED)

INSTRUCTION FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

This disclosure form shall be completed by the reporting entity, whether Sub awardee or prime federal recipient, at the institution of receipt of a covered federal action or material change in a previous filing, pursuant to Title 31 U.S.C. 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all terms that apply for both the initial filing and material change report. Report to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of a covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state, and zip code of the reporting entity, Include the Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the Subawardee, e.g., the first Subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal actions (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying Number available for the federal action identified in Item 1; e.g. Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., *RFP-DE-90-001*.

9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
10. A. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
B. Enter the full name of the individual performing services, and include full address if different 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are enclosed.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

ATTACHMENT D: WRITTEN PROPOSAL

WRITTEN PROPOSAL FORMAT AND CONTENT REQUIREMENTS

Written proposals should be organized and presented in the order set forth below with corresponding listed section headings. Written proposal should be completed in a word processing program and submitted in a PDF.

List Proposer Name:

Section 1 – Ordering

- A. Describe Proposer’s online web-based ordering system and its features
- B. What are alternative(s) to online ordering?
- C. What are the minimum and maximum lead time for districts to place their orders?
- D. Describe Proposer’s plans to assure the availability of products throughout the school year: especially the beginning and end.
- E. Are orders filled in the order they were received?
- F. When there is not enough product in stock, how is it determined which orders fill and which are shorted?

Section 2 – USDA Foods

Section 3 – Reports

Section 4 – Delivery

- A. What processes are in place to ensure delivery temperatures are being met? What are Proposers standard operating procedures with regard to temperature control of product?
- B. Describe how the Proposer will track the timeliness of deliveries. What is the procedure for when the delivery is outside the delivery window?
- C. What is the contingency plan on how to communicate delays or cancellations in delivery outside of normal business hours?
- D. List the distribution center(s) that will be utilized for the CPS/CCRSD. If multiple distribution centers will be utilized, include an organizational flow chart of how any issues will be resolved within and between distribution centers.
- E. Will Proposer agree to pay any excess wages or overtime incurred when delivery is outside of agree-upon times? Are there alternate mutually beneficial solutions?
- F. Describe how emergency situations with the driver (injury, etc.) will be handled.
- G. Describe Proposer’s policy on minimum drop size

Section 5 – Emergency Preparedness

- A. Please provide a summary of what provisions have been made to serve customers in an emergency situation and to identify what supplies would be available to meet school district needs.

Section 6 – Invoicing

- A. What is Proposer return and credit process for the following: mispicks, damaged or poor quality product, misorder, short-on-truck items? When and how are credits issued?
- B. What early pay discount will Proposer offer? (Note that early pay is not required but is scored in the evaluation process)

Section 7 – Products

- A. Define the requirements for bringing item into stock.
- B. How are special orders placed, tracked, and information regarding such provided to the district(s)? Include timeframe(s) and minimum quantity needed.

Section 8 – Nutrient & CN Information

Describe Proposer’s accessibility of nutrient information of stocked product.

- a. How are ingredients of stocked products shared with customers?
- b. What resources are available to assist districts meet needs for customers with food allergies?
- c. How is CN meal pattern contribution information shared ad/or communicated with customers?
- d. How does the Proposer maintain nutrient, ingredient, and/or CN product information to ensure current information is being shared?

Section 9 – Transition

Provide a transition plan with a minimum of these elements:

- a. How the vendor will go about implementing the program in the time available so as not to cause any service break between the current provider and the new provider (if such situation would apply)
- b. Timeline for training of all school districts on the online order system between the date of award if the CPS/CCRSD Prime Vendor agreement and xxx
- c. Plan to determination of mutually agreed upon delivery schedules for all sites

Section 10 – Customer Service

- A. What positions within the Proposer’s company will be the primary point of contact for school districts?
What service will they provide districts?
- B. If the Project Manager for the group is known, provide his/her professional background, If the Project Manager is not known at this time, what is your timeline for filling the position?

Section 11 – Value Added Services

- A. Describe no-cost training opportunities available to districts for School Nutrition Staff to receive CEY hours for Professional Standards.
- B. Address any alternative or additional services that you are capable of providing that may be of benefit to the CPS/CCRSD. These may include items such as online inventory, menu planning, special diet planning assistance, facilities design assistance, HACCP assistance, local annual new school product review, school meals specialist, house label discounts, etc.
- C. How often and where are Distributor’s food shows located? Which of these shows focus on school products?
- D. Describe the relationships you have for sourcing locally grown/raised produce and other products within Massachusetts. Are there dedicated Slots/SKUs for locally grown/raised produce and other local and/or small to mid-size producers? How are districts made aware of locally grown/raised products? What tools can you provide districts to track purchases that qualify as “local”/Massachusetts?

Section 12 – Buy American

- A. Describe the tools and strategies to support schools in documenting compliance with the Buy American Provision.

Section 13 – Fill Rate

- A. Describe how Proposer will track the performance standard of a 98% fill rate?
- B. Shortages, outs, backorders, or any other cause for a decrease in the actual total order shall not be held against the district in determining the Volume Incentive rebate. The original amount of the order shall be used in computing the Volume Incentive rebate.

Section 14 – Other

- A. What types of accounts and/or food items does the Proposer flag as proprietary? For what purpose is this done?
- B. Regarding Duty to Protect, describe the steps Processor completes to ensure personnel who are registered sex offender or who have been convicted of sexual abuse do not enter the school building or property when students are attending school or a school-related activity.
- C. What are the Proposers procedures when there is a product recall?

Section 15 – Exceptions to the CPS/CCRSD's Contract Terms and Conditions

By responding to this RFP, Proposer must agree to enter into the preliminary contract, attached as Appendix 4, or take specific exception to those terms in this section. Any contract term or condition not set forth in this section will not be negotiated or accepted, whether it is a change to term set forth herein, or an additional term.

- A. Specific objections or additions must be listed. It is insufficient for the Proposer to cite to a document or incorporate a document by reference. Acceptance of any contract terms or conditions proposed is at the sole discretion on the CPS/CCRSD.

ATTACHMENT E: PROPOSER CONTACT INFORMATION

Proposer Name: _____

Contact Person for Orders:

Office Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

Emergency Contact Person for After/Before Hours:

Office Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

Contact Person: Product Information (ingredient listings and nutrient analysis):

Office Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

Contact Person: Billing Questions, Credits, Damaged, or Incorrect Products:

Office Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

ATTACHMENT F: REFERENCE LIST

Proposer must include in their proposal, a list of school districts the vendor has done business within the last six (6) months, preferable from the distribution center that will be handling the CPS/CCRSD and preferably districts of varying sizes. For each organization, the vendor must include the name, title, address, telephone number, and email address of a contact person.

Proposer Name: _____

Reference One – District Name: _____

District Enrollment: _____

Contact Person: _____

Office Phone: _____

E-mail: _____

Reference Two – District Name: _____

District Enrollment: _____

Contact Person: _____

Office Person: _____

E-mail: _____

Reference Three – District Name: _____

District Enrollment: _____

Contact Person: _____

Office Phone: _____

E-mail: _____