

SAMPLE Produce

REQUEST FOR QUOTES

The **ADD SCHOOL DISTRICT NAME** (hereinafter “District”) invites quotes from vendors that can provide the following items listed in Appendix B: RFQ Quote Form. We are requesting firm fixed pricing from **September 1, 2022**, through **December 30, 2022**.

District information:

PROVIDE GENERAL DISTRICT INFORMATION

New England Foods For Schools: We are participating in a grant that provides funding for unprocessed or minimally processed products (e.g., whole, cut, pureed, etc.) and/or forms (e.g., fresh, frozen, canned, dried, etc.) with a preference that items are raised, produced, aggregated, stored, processed, and distributed within 400 miles.

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

Please contact **ADD NAME** at **ADD EMAIL** with any questions by **3:00 pm on August 12, 2022**.

PROGRAM PRINCIPLES

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

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

PRODUCT SPECIFICATIONS and ESTIMATED QUANTITIES

Through this RFQ (Request for Quotes) we are seeking the following listed items in Appendix B: QUOTE FORM (see attached). The quantities of those items are an estimate of what the school district intends to purchase. The district is however under no obligation to purchase that number of products. Budgetary or operational factors may mean that level of buying may not be possible.

All products should be free from decay, damage, injury, and excessive scarring.

CONTRACT TERM and PRICING

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

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

MINIMUM QUALIFICATIONS

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

- Provide a summary outlining totally sales, farm of origin identification (zip code and name) for all products provided;
- Submit an updated farm and food safety plan with their response to this solicitation;
- Ensure quality customer service, including a rapid return policy (within 72 hours) and a commitment to be responsive to inquiries in a timely manner via both email or telephone;
- The contracted Vendor guarantees that upon inspection, any defective or inferior supplies shall be replaced without additional costs to the participating school district; and

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

RULE OF AWARD

The contract will be awarded to the responsive¹ and responsible² vendor that meets the minimum qualifications and can provide all listed products with the (District must select one)

- lowest aggregate price
- lowest price by item
- lowest aggregate price by category

Upon opening the submitted quotes, an assessment will be made by the District’s officials as to which bidder should be awarded the contract and they will be notified forthwith. A contract will be executed soon thereafter.

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

DELIVERY AND PRODUCT AVAILABILITY TERMS

The District requires delivery of the specified products every week at the following day(s) [redacted] and times [redacted]. Vendors will be expected to notify the school food service director of any items that are unavailable or delivery issues 24 hours prior to delivery. Vendors should specify any minimum order or delivery

¹ Vendors who comply with all requirements for submittal of quotes will be considered "Responsive."

² Vendors whose qualifications and references are satisfactory shall be considered "Responsible."

size requirements as part of their submission. That detail should be added into the quote form.

PAYMENT FOR SERVICES RENDERED

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

NO OBLIGATION TO PROCEED

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

APPLICABLE LAWS RELATING TO SCHOOL FOOD PROGRAMS

Please note the applicable laws in Appendix C that related to federally funded Child Nutrition Programs.

Appendix A: Attestation Form

Attestation	Commitment (Please enter Yes or No in the rows below)
That our company can mark cases with farm of origin information.	
That our company has an updated food and farm safety plan, submitted with this document.	
That our company does offer a rapid return policy, within 72 hours .	
That our company is willing to engage with the school and students in your district to inform them about farm and food provision	

Appendix B: RFQ Quote Form

Instructions: School district complete yellow areas before distributing. Vendor complete grey areas and verify the total bid price for all items is correct to respond. An Excel version of this form is also available and attached.

Request for Quotes:

Vendor:

Filled in by district				Filled in by Bidder		
Product	Description / Specifications	Case Pack / Weight	Estimated Quantities	Price per Case	Extended Price	Grown within 400 miles from the district "X" to indicate yes
<i>Ex: Apples</i>	<i>Gala</i>	<i>100-125 CT</i>	<i>250</i>	<i>\$15.00</i>	<i>\$3,750</i>	<i>x</i>
Total Bid Price for All Items						

Minimum case count for delivery cannot exceed _____ cases.

Vendors minimum case count for delivery (not to exceed above number). _____

Vendor Signature/contact information

Name (Print):	Phone Number:
Name (signed):	Address:

Date:

Email:

Appendix C: Applicable Laws

This procurement is conducted in conformance with M.G.L. c. 30B and federal procurement regulations for the National School Lunch Program (see 7 CFR 210.21) and federal funds procurement generally (see 2 CFR 200.317-326). As per regulations, National School Lunch Program operators must ensure all costs are necessary, reasonable, allocable, and allowable per 2 CFR 200.403(a) and the applicable cost principles in 2 CFR part 200, subpart E, and that all procurements are conducted in a manner providing full and open competition consistent with Federal procurement standards in 2 CFR 200.318-.326 and in applicable Program regulations at 7 CFR Parts 210.21, 215.14a, 220.16, 225.17 and 226.22. Failing to conduct a competitive procurement process is in violation of Federal regulations.

Government entities are exempt from Massachusetts sales tax and U.S. excise tax. Vendors can require that Buyers provide a tax-exempt certificate with their orders.

I. BUY AMERICAN PROVISIONS

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

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

- 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):
 - i. Price of the domestic food product; and
 - ii. Price of the non-domestic product that meets the required specification of the domestic product.

Appendix D: Sample Contract Form
AGREEMENT FOR THE PROVISION OF GOODS AND SERVICES
BETWEEN THE ADD SCHOOL DISTRICT NAME
AND
ADD VENDOR NAME.

This AGREEMENT is made and entered into by and between the **ADD SCHOOL DISTRICT NAME**, with its address being **ADD DISTRICT ADDRESS**, and **ADD VENDOR NAME** with its principal office at, **ADD VENDOR ADDRESS**.

Witnesseth that the parties AGREE as follows:

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

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

The contract term, as stated in the RFQ, runs until **December 30, 2022**. Purchasing of more than \$100,000 worth of goods and services is not allowed under this contract and once that threshold is met, this contract will be terminated.

Either **ADD SCHOOL DISTRICT NAME** or the Vendor may terminate this agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and satisfactory manner. The District shall have the right to terminate this AGREEMENT for its convenience upon fourteen (14) calendar days of written notice. Following termination of this AGREEMENT, the parties shall be relieved of all further obligations hereunder except that the District shall not be liable for payments for the services and/or expenses or lost profits of the Vendor in the event of termination. The Vendor shall remain liable for any damages, expenses or liabilities arising under this agreement (including its indemnity obligations) with respect to work performed pursuant to the agreement.

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

For the District:

For the VENDOR:

_____ Date: _____
Signature

_____ Date: _____
Signature

Name _____

Name _____

Title _____

Title _____