

Metropolitan Area Planning Council

Milk and Dairy Products for Schools

Invitation for Bids



IFB #MSBG 2023 Milk and Dairy

Solicited on behalf of the following Cities and Towns, and School Districts: Abby Kelley Foster Charter Public School, Acton-Boxborough Regional Schools, Agawam Public Schools, Andover Public Schools, Arlington Public Schools, Ashland Public Schools, Assabet Valley Regional Technical High School, Athol Royalston Regional, Auburn Public Schools, Ayer-Shirley RSD, Belchertown Public Schools, Bellingham Public Schools, Belmont Schools, Berlin-Boylston, Billerica Public Schools, Blackstone-Millville RSD, Braintree Public Schools, Brookline Public Schools, Cambridge Public Schools, Danvers Public Schools, Dedham Public Schools, Dracut Public Schools, East Longmeadow, Franklin County Technical School, Frontier Regional and Union 38, Gateway Regional School District, Gill-Montague Regional School District, Gloucester Public Schools, Greater Lawrence Technical School, Greenfield Public Schools, Hadley Public Schools, Hampden-Wilbraham, Hampshire Regional School District, Harvard Public Schools, Hatfield Schools, Hingham Schools, Ipswich Public Schools, Keefe Regional Technical School, King Philip Regional, Learning First Charter Public School, Leverett Public Schools, Littleton Public Schools, Ludlow Public Schools, Lynnfield Public Schools, Methuen Public Schools, Middleboro Public Schools, Milford Public Schools, Milton Public Schools, Monson Public Schools, Nashoba Regional, Nashoba Valley Technical High School, Needham Schools, Norfolk Public Schools, North Attleboro Public Schools, Northampton Public Schools, Old Sturbridge Academy, Orange Elementary School District, Palmer Public Schools, Pathfinder Regional Vocational Technical High School, Pioneer Valley Regional, Plainville Public Schools, Ralph C. Mahar Regional School District, Scituate Public Schools, Silver Lake Regional & Kingston Public & Halifax, Smith Vocational and Agricultural High School, Somerville Public Schools, South Hadley, South Shore Regional Vo-Tech, Wachusett Regional School District, Wakefield Schools, Waltham Public Schools, Ware Public Schools, Watertown Public Schools, West Springfield Public Schools, Westfield Public Schools, Whitman-Hanson RSD, Wrentham Public Schools and any other school districts within the Commonwealth of Massachusetts.

***Metropolitan Area Planning Council • 60 Temple Place, 6th Floor, Boston, MA 02111 •
www.mapc.org • Main Phone (617) 933-0700 • Main Fax (617) 482-7185***

Legal Notice

The Metropolitan Area Planning Council (MAPC), invites bids for the supply of Milk and Dairy Products to be provided F.O.B. the participating school districts listed below. MAPC will be the awarding authority of behalf of the Cities, Towns, and their School Districts. A contract will be awarded to the responsible bidder(s) offering the lowest aggregate price for the specified goods. The term of the contract will be from July 1, 2023 to June 30, 2025.

Solicited on behalf of the following Cities and Towns, and School Districts: Abby Kelley Foster Charter Public School, Acton-Boxborough Regional Schools, Agawam Public Schools, Andover Public Schools, Arlington Public Schools, Ashland Public Schools, Assabet Valley Regional Technical High School, Athol Royalston Regional, Auburn Public Schools, Ayer-Shirley RSD, Belchertown Public Schools, Bellingham Public Schools, Belmont Schools, Berlin-Boylston, Billerica Public Schools, Blackstone-Millville RSD, Braintree Public Schools, Brookline Public Schools, Cambridge Public Schools, Danvers Public Schools, Dedham Public Schools, Dracut Public Schools, East Longmeadow, Franklin County Technical School, Frontier Regional and Union 38, Gateway Regional School District, Gill-Montague Regional School District, Gloucester Public Schools, Greater Lawrence Technical School, Greenfield Public Schools, Hadley Public Schools, Hampden-Wilbraham, Hampshire Regional School District, Harvard Public Schools, Hatfield Schools, Hingham Schools, Ipswich Public Schools, Keefe Regional Technical School, King Philip Regional, Learning First Charter Public School, Leverett Public Schools, Littleton Public Schools, Ludlow Public Schools, Lynnfield Public Schools, Methuen Public Schools, Middleboro Public Schools, Milford Public Schools, Milton Public Schools, Monson Public Schools, Nashoba Regional, Nashoba Valley Technical High School, Needham Schools, Norfolk Public Schools, North Attleboro Public Schools, Northampton Public Schools, Old Sturbridge Academy, Orange Elementary School District, Palmer Public Schools, Pathfinder Regional Vocational Technical High School, Pioneer Valley Regional, Plainville Public Schools, Ralph C. Mahar Regional School District, Scituate Public Schools, Silver Lake Regional & Kingston Public & Halifax, Smith Vocational and Agricultural High School, Somerville Public Schools, South Hadley, South Shore Regional Vo-Tech, Wachusett Regional School District, Wakefield Schools, Waltham Public Schools, Ware Public Schools, Watertown Public Schools, West Springfield Public Schools, Westfield Public Schools, Whitman-Hanson RSD, Wrentham Public Schools and any other school districts within the Commonwealth of Massachusetts.

The Invitation for Bids (IFB) may be obtained by contacting Mark Fine by phone at 617-933-0789 or by email at mfine@mapc.org beginning Monday, March 20, 2023. MAPC reserves the right to cancel this bid, waive informalities, and to reject any or all bids.

Advertisements placed as follows:

MAPC Posted:	Monday, March 20, 2023
COMM Buys Posted:	Monday, March 20, 2023
Goods & Services Bulletin Published:	Monday, March 20, 2023
Boston Herald Published:	Monday, March 20, 2023

Table of Contents

Legal Notice.....	2
Section 1 - General Information	5
1. OVERVIEW	5
2. TIMETABLE AND KEY DATES	5
3. BID DOCUMENTS AVAILABLE	6
4. VENDOR CONFERENCE	6
Section 2 – Bid Submission	7
5. BID SUBMITTAL.....	7
6. FORM OF BID – DOCUMENTS AND INFORMATION TO BE PROVIDED	7
7. MILK AND DAIRY BID WORKSHEET	7
8. BUY AMERICAN PROCEDURE	8
9. REQUIRED BID DOCUMENTS.....	9
10. MODIFICATIONS TO BIDS.....	10
11. PROVIDING A HACCP PLAN	10
12. ESTIMATED QUANTITIES	10
13. COMPLIANCE WITH IFB.....	11
14. QUESTIONS	11
15. ADDENDA.....	11
16. BID OPENING	12
Section 3 - Bidder Qualification Requirements.....	13
17. PERFORMANCE CAPABILITIES	13
18. EXPERIENCE	13
19. SUBCONTRACTORS	13
20. INSURANCE	13
Section 4 - Award and Contract.....	15
21. RULE OF AWARD	15
22. TIMEFRAME FOR AWARD	15
23. RESERVED RIGHTS.....	15
24. CONTRACT TERM AND PRICING.....	15
25. CONTRACT CONDITIONS	16
26. WITHDRAWAL AFTER AWARD	17
Section 5 - Product and Performance Terms	18

27.	QUALITY REQUIREMENTS AND PERFORMANCE STANDARDS	18
28.	PRODUCT INFORMATION	19
29.	WARRANTY	19
30.	METHOD OF ACQUISITION.....	19
31.	ORDERING AND DELIVERY OF GOODS	19
32.	RETURNS	20
33.	PRODUCT RECALL	20
34.	INVOICING/DELIVERY SLIPS	20
35.	PAYMENT BY ELIGIBLE PARTIES	21
36.	REBATE AND COUPON INFORMATION	21
37.	CONTRACT ADMINISTRATION FEE	21
38.	AUDITING	21
39.	BID COORDINATION	21
40.	RESPONSIBILITIES OF PARTICIPATING SCHOOL DISTRICTS.....	22
Section 6 – Applicable Laws		23
41.	APPLICABLE LAWS.....	23
42.	BUY AMERICAN PROVISIONS.....	23
43.	FEDERAL CONTRACTING REGULATIONS APPLICABLE TO VENDORS	24
Appendix A – Required Forms.....		26
Appendix B – Sample Contract		39
Appendix C - CommBuys Procurement Market Center Instructions		51

Section 1 - General Information

1. OVERVIEW

The Metropolitan Area Planning Council seeks bids for the purchase of Milk and Dairy Products to be provided F.O.B. to the participating schools

This is an Invitation for Bids (IFB) issued by the Metropolitan Area Planning Council (MAPC) to secure the provision of goods and/or services on behalf of the Cities, Towns and School Districts listed on the front page of this bid document. The participating school districts have joined together as the Massachusetts School Buying Group (MSBG) for the purposes of securing the products highlighted in this IFB.

For this IFB, the participating school districts have been divided into 4 zones. Distributors may bid on one or more zones. **A list of districts in each zone is provided with this solicitation in Attachments 3-6.**

Participation in the milk and dairy bid is at the sole discretion of the foodservice director in each district.

2. TIMETABLE AND KEY DATES

The dates provided below are important to understand. The deadlines must be followed, both in responding to this IFB and in meeting the contract terms.

Goods & Services Bulletin Published:	Monday, March 20, 2023
Boston Herald Published:	Monday, March 20, 2023
Comm Buys Posted:	Monday, March 20, 2023
MAPC Posted:	Monday, March 20, 2023
Bid Documents Available by request to MAPC:	Monday, March 20, 2023
Vendor conference Zoom meeting:	10:00 AM, Wednesday, April 12, 2023
Last day to submit formal questions to MAPC:	Monday, April 17, 2023
Final formal addenda and question responses provided by MAPC	Tuesday, April 18, 2023
Bids are due via electronic submission to MAPC:	4:00 PM, Monday, April 24, 2023
Bid opening at MAPC offices in Boston – Zoom meeting:	10:00 AM, Tuesday, April 25, 2023
Delivery times and arrangements between vendor and districts set:	Monday, July 31, 2023

3. BID DOCUMENTS AVAILABLE

Bid documents will be made available on Monday, March 20, 2023 by submitting a request for IFB #MSBG 2023 Milk and Dairy and providing the prospective bidder's Contact Person Name, Company Name, Address, City, State, Zip, phone and fax numbers, and e-mail address through one of the following means:

- By e-mail to mfine@mapc.org – preferred method
- By phone to Mark Fine at (617) 933-0789. In order to request by phone you must speak to a live person. Voicemail requests will not be considered official requests.

IFB documents will be emailed unless delivery via U.S. Mail is specified by the Requester.

Documents will also be available on the Massachusetts School Buying Group Website, www.massbuyinggroup.com.

4. VENDOR CONFERENCE

There will be a Vendor Zoom conference on Wednesday, April 12, 2023 at 10:00 AM. This conference will focus primarily on the new electronic submission process via email and CommBuys, although technical bid questions will also be answered. It is imperative that interested vendors attend this meeting as paper submissions will not be accepted.

Topic: Milk and Paper Vendor Conference

Time: Apr 12, 2023, 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/84519101309>

Meeting ID: 845 1910 1309

Section 2 – Bid Submission

5. BID SUBMITTAL

Bid must be submitted electronically by 4:00 PM on Monday, April 24, 2023.

Competitive proposals for the goods and services specified will be received by MAPC electronically via the CommBUYS Procurement Market Center **AND** the designated email lockbox (address to send it to is: MSBGMilk@MAPC.org.) until the time and date cited. Faxed or emailed submissions sent to the wrong email address will not be accepted. Proposals must be submitted prior to the exact time and date indicated above according to the CommBUYS Procurement Market Center and the receipt time listed for the email. Late proposals will not be considered. Vendors must submit all materials requested in accordance with the requirements of this IFB and in the order and format requested in order to be considered complete and responsive. Formal directions for submission to the CommBUYS Procurement Market Center are included with this IFB and will be discussed at the bidder's conference on Wednesday, April 12, 2023.

No proposals will be accepted after this day and time. Vendors are **STRONGLY ENCOURAGED** to attend the opening and be prepared to answer any questions.

Bids must be signed as follows:

- If the bidder is an individual, by him/her personally;
- If the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and
- If the bidder is a corporation, by the name of the corporation, followed by the signature of an authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation with the corporate seal affixed (e.g. Certificate of Corporate Vote).

6. FORM OF BID – DOCUMENTS AND INFORMATION TO BE PROVIDED

The responsive bidder shall include submit their bid and all required documents electronically as described in Section 5 above.

7. MILK AND DAIRY BID WORKSHEET

The Milk and Dairy Worksheet is **Attachment 1**. It has 4 tabs, one for each milk zone. The projected usages on each tab are different, reflective of the districts included in the zone.

All projections are the best aggregate estimates of the individual districts, however there is no guarantee made that districts will actually purchase exactly these amounts. Variations may occur due to cost, student preference, menu changes and other factors.

Bidder must provide pricing on ALL items for which there is a projection listed on the Milk and Dairy Bid Worksheet. Pricing provided in the worksheet shall include delivery charges, prepaid by the vendor.

Please enter your company name in the upper left yellow cell.

For each item on the sheet, please enter following (in the yellow columns):

- ***Section 1 Milk - Firm and Fluctuating Pricing:***
 - Firm Unit Price
 - April 2023 Base Unit Price
 - Domestic Product: select “X” from the dropdown if the item meets the Buy American provision as defined in section 5. In the event that an item is supplied is not of U.S. origin, the vendor shall indicate this on the worksheet by selecting “Exception” from the dropdown arrow in the Domestic Product column. (Vendor must provide an exception using the Buy American Exception Form, **Attachment 2** for every line not checked – see Buy American Exception procedure description in next section).
 - Brand
 - Vendor Code (required) and Comment, if any
- ***Section 2 - Other Dairy Firm Pricing:***
 - Firm Unit Price
 - Domestic Product: select “X” from the dropdown if the item meets the Buy American provision as defined in section 5. In the event that an item is supplied is not of U.S. origin, the vendor shall indicate this on the worksheet by selecting “Exception” from the dropdown arrow in the Domestic Product column. (Vendor must provide an exception using the Buy American Exception Form, **Attachment 2** for every line not checked – see Buy American Exception procedure description in next section).
 - Brand
 - Vendor Code (required) and Comment, if any
- ***Section 3 - Milk Cooler Rental***
 - Annual rental cost by cooler size

When the sheet is completed, please save it and include it with your electronic submission.

8. BUY AMERICAN PROCEDURE

Compliance with and enforcement of the Buy American Provision in the National School Lunch Program, requires school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or products. 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:

- The product is not produced or manufactured in the U.S. in sufficient and reasonable

available quantities of a satisfactory quality; and or

- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product. **For this BID, significant is defined as 10% or more expensive than a like non-domestic item.**

The participating school districts will accept non-domestic items only if they meet one of the two criteria above.

For each line of the bid, please indicate in the Milk and Dairy Bid Worksheet that the item to be provided satisfies the criteria for a “domestic commodity or product” as defined above, by selecting “X” from the dropdown arrow in the Domestic Product column. If an item is supplied is not of U.S. origin, the vendor shall indicate this on the worksheet by selecting “Exception” from the dropdown arrow in the Domestic Product column.

Documentation of each exception shall be provided by the vendor using the **Buy American Exception form which is Attachment 2**. Please provide these exceptions as PDF files, one for each item with your electronic submission. **Please note only Word or PDF files are acceptable formats for submitting these exceptions.**

9. REQUIRED BID DOCUMENTS

All bids are required to contain the following forms fully completed and signed (see relevant forms in the Appendices at the end of this document). **Items 2-16 must be submitted as Word or PDF documents.**

1. Bid Price Sheet (**Attachment 1 in Excel only**)
2. General Bid Form
3. Statement of Competency
4. Certificate of Non-Collusion
5. Certificate of Tax Compliance
6. Certificate of Compliance for Federally Funded Procurement
7. Conflict of Interest Certification
8. Certificate of Compliance with M.G.L. c. 151B
9. Certificate of Non-Debarment
10. Lobbying Activities
11. Equal Opportunity Requirements

12. HUB Certification
13. Acknowledgement of Specifications
14. Right to Know Law Page
15. List of Subcontractors (if necessary)
16. HACCP Plan

10. MODIFICATIONS TO BIDS

A bidder may correct, modify, or withdraw a bid by written notice received by MAPC, prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope, clearly labeled "Modification No. ____." Each modification must be numbered in sequence and must reference the original IFB and must be signed by the same person who signed the General Bid Form or a surrogate so authorized in writing.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of MAPC, and the participating Cities, Towns and School Districts.

11. PROVIDING A HACCP PLAN

The vendor must submit written documentation accompanying their submission stating and defining their HACCP food safety program – sending their full HACCP plan is the best way to satisfy this requirement. Submission of this information is a minimum requirement and failure to do so may result in the bid's disqualification.

12. ESTIMATED QUANTITIES

Estimates of purchases are indicated on the Milk and Dairy Bid Worksheet. While districts have projected either fixed or fluctuating price on some items, they reserve the right to decide on the actual pricing method after the award and will notify the winning vendor of their preference at that time. Districts may also decide to switch between pricing methods at any point during the award. Actual quantities may be adjusted due to government regulations, delivery of federal commodities including, but not limited to Net off Invoice allocations and brown box commodities, student preference changes, or meal program participation changes.

This IFB recites estimated quantities to be supplied by the vendor, which may or may not be purchased during the Contract period. Neither the participating school districts nor MAPC guarantees a minimum or maximum number of purchases through this IFB. Nothing in this IFB shall be interpreted as a restriction upon an eligible party from buying any item or similar product by any other means, from any other vendor(s), or from the selected vendor at any time during the contract term. No enforceable obligation exists under any resulting Contract beyond an individual Member's appropriated funds.

The Bid Coordinator is not responsible for membership changes that might take place during the bid award or deviations in purchase amounts from the projected volume/estimated quantities.

13. COMPLIANCE WITH IFB

Bidders must comply with all requirements of this IFB in order to be eligible for contract award.

Minor informalities will be waived, or the bidder will be allowed to correct them. If a mistake in a bid is evident and the intended bid is clear on the face of the Bid Price Form, the mistake will be corrected to reflect the intended correct bid and the bidder will be notified in writing. The bidder may not withdraw such a bid. MAPC may reject or a bidder may withdraw a bid if the mistake is clearly evident on the face of the Bid Price Form, yet the intended correct bid is not similarly evident.

Conditional bids will not be accepted. A conditional bid is one that imposes any condition or conditions on a bid or changes the price or any other provision of a bid in a manner prejudicial to the interests of the jurisdiction or fair competition.

14. QUESTIONS

Bidders are requested to immediately and thoroughly review the IFB and Specifications and promptly notify MAPC of any ambiguity, inconsistency, or error which they may discover. Direct all inquiries or questions to Mark Fine via email at mfine@mapc.org. No substantive inquiries will be accepted after Monday, April 17, 2023 beyond those that seek simple clarifications about the bid. Responses to inquiries that affect all bidders will be issued as addenda. MAPC will not provide, authorize or honor any alleged oral interpretations.

If questions are received after Monday, April 17, 2023, MAPC, in its sole discretion, will determine if additional addenda are required and whether to alter the bid due date. MAPC will advise all prospective bidders of such activity.

MAPC reserves the right to disqualify any bidder that it believes to be interfering with this procurement by raising irrelevant, nuisance, or diversionary issues in order to delay or render the procurement invalid, whether timely or not.

Failure of any bidders to read and become familiar with any portion of this IFB will not relieve them from any of the obligations described herein, whether they may be required during review of the bids, or performance required under a contract.

15. ADDENDA

Responses to inquiries regarding interpretation or clarification that affect all bidders and corrections or changes to the IFB will be issued as Addenda. Addenda will be distributed via email to all parties that MAPC is aware have obtained the IFB using the contact information provided to MAPC. A copy of any addendum issued will be on file at MAPC. Absence of "failure" messages electronically transmitted from addressee's site will serve as confirmation of delivery of addenda. Bidders should contact Mark Fine via e-mail, phone or fax if they believe an addendum has not been received. The last addenda is expected to be provided no later than Tuesday, April 18, 2023.

A copy of all addenda that are issued should be included in the bid package and each addendum should be initialed in the bottom left corner of the first page of the document by the bidder.

16. BID OPENING

Electronic submissions will be accepted until 4:00 PM on Monday, April 24, 2023. They will be publicly opened and read aloud via Zoom at 10:00 AM on Tuesday, April 25, 2023. Bids will be made available for inspection on-site for a reasonable period of time after all bids are opened. The public opening is expected to end 30 minutes after start time.

Topic: Milk Bid Opening

Time: Apr 25, 2023, 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/83363283750>

Meeting ID: 833 6328 3750

Unforeseen Deterrents - If at the time of the scheduled bid opening, the designated site is unavailable due to circumstance beyond the control of MAPC, the bid opening will be automatically postponed (with or without notice to potential bidders) until 10:00 AM at the same location on the next normal business day. In the event the same location cannot be used to accommodate a postponement, the bid opening will be formally postponed with notification to all parties provided the bid documents by MAPC. Bids will be accepted until any postponement time.

Section 3 - Bidder Qualification Requirements

17. PERFORMANCE CAPABILITIES

Bidders must be capable of providing the specified goods and/or services on schedule, in working order, in an intact and undamaged condition, and providing any support services in a professional and workmanlike manner.

Time of performance is critical to this IFB. Bidders must reassure MAPC of their capacity to perform within the timeframe set out in this IFB.

18. EXPERIENCE

Bidders must demonstrate competency in the business of providing the goods and/or services specified in this IFB by conformance with the following criteria:

- a. Bidders must be authorized sellers of Milk and Dairy Products.
- b. In business for a minimum of 1 year.
- c. Provision of the specified goods and/or services is consistent with normal lines of business.
- d. Incorporated to do business in Massachusetts or registered with the Office of the Secretary of the Commonwealth's Corporation Division as a Foreign Corporation and should provide proof.
- e. Bidders that do not meet these minimum qualifications will not be considered.

19. SUBCONTRACTORS

The use of subcontractors is acceptable. If the bidder intends to perform any or all work related to this contract through subcontractor(s), said subcontractor(s) names, business affiliations, and addresses must be attached with the bid and referenced to the appropriate work to be performed. Bidders agree to be responsible to ensure the legal and contractual compliance of named subcontractor(s). Use of subcontractor(s) not named in the bidder's bid is prohibited.

20. INSURANCE

The selected vendor shall at all times during the term of the contract maintain insurance in full force and effect acceptable to MAPC and the participating school districts. The selected vendor agrees to furnish MAPC with certificates of insurance or other evidence satisfactory to MAPC if requested.

WORKER'S COMPENSATION

Workers Compensation & Employers Liability

Per M.G.L. c. 149, s. 34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000

Section 4 - Award and Contract

21. RULE OF AWARD

The Milk and Dairy bid will be awarded by zone to the responsive and responsible vendors for the 2023-2024 and 2024-2025 school years based on the aggregate bottom line total of the milk and dairy bid worksheet for each zone. It is possible that single vendor can win the award for more than one zone depending on their pricing. MAPC, in the interest of participating school districts, reserves the right to reject any bid if performance by the vendor has been found to be unsatisfactory based on information provided by the participating school districts.

Individual districts shall determine if they will use firm or fluctuating milk pricing after the award and will notify the winning vendor for their zone of their intent.

22. TIMEFRAME FOR AWARD

The bid award will generally take place no later than a week after the bid opening date at which time all parties will be notified.

23. RESERVED RIGHTS

MAPC reserves the right to:

1. Cancel this IFB at any time, with or without notice to prospective bidders. Reasonable efforts will be made to give timely notice.
2. Accept or reject, in whole or in part, any and all bids as permitted by law.
3. Award contracts as it deems best serves the interest of MAPC and/or the Cities, Towns and School Districts.
4. Act as its own reference and make such investigation as it deems necessary to determine the ability of the bidder to perform prior to execution of the contract.
5. Waive or adjust non-statutory bid requirements before or after bids are opened in whatever ways it deems best serves the interests of the participating school districts.

24. CONTRACT TERM AND PRICING

This solicitation is seeking both firm and fluctuating pricing on milk items, firm pricing on other dairy, and a fixed annual rental charge for milk coolers for the 2023-2024 and 2024-2025 school years, beginning July 1, 2023 and ending June 30, 2025 with the opportunity for a price adjustment, up or down between award years based on market conditions. Documentation of any increased cost may be requested by the group. The group reserves the right to delete any item whose price has changed from the contract. If this occurs, the remainder of the contract

shall stay intact, and member districts shall be free to procure any deleted items as they see fit, including purchasing from the winning vendor at the adjusted price.

This award may be extended for the 2025-2026 school year at terms mutually agreeable to all parties.

If the award is extended beyond the 2024-2025 school year, the winning vendor may adjust pricing. This may be a price increase or a price decrease, based on market conditions.

Firm milk prices must remain fixed for the entire contract period. Fluctuating milk prices for fluid milk are based on the USDA Class I price for the month of April 2023. If during the term of this contract the established Class I price varies from the Class I price of April 2023, the unit price as stated in this contract shall be adjusted either downward or upward to reflect said change.

The cost of milk coolers has been separated from the unit cost for milk. The participating school districts are requesting a fixed annual charge for each cooler size, to be entered on the bid price worksheet in *Section 3 - Milk Cooler Rental*. This annual charge shall be billed to each district in 10 equal installments, beginning in September and ending in June

All price entries and calculations submitted on this bid are considered by MAPC and the participating school districts to represent the intent of the bidder. The group WILL NOT allow changes to any entry due to an error on the part of the bidder at the time of the bid opening. If an error is discovered by the vendor awarded the bid subsequent to the bid opening, the bid in question may be withdrawn in its entirety or the bid price must be honored regardless of profit or loss to the distributor.

There shall be no additional charges levied to any school or district for fuel surcharge.

25. CONTRACT CONDITIONS

A sample copy of MAPC's standard contract can be found in Appendix B. Bidders must be willing to sign MAPC's contract. MAPC will not accept a bidder's own terms & conditions.

Except as provided elsewhere in this IFB, there will be no change in the terms and conditions, bid prices, or products offered during the contract periods.

The issuance of this solicitation does not constitute or imply a firm commitment by any eligible party to purchase equipment, goods or services from any contracted vendor. Accordingly, ability to perform, price competitiveness, and product quality are key to sales. Nothing in this IFB shall be interpreted as a restriction upon an eligible party from buying any item or similar product by any other means, from any other Vendors, at any time during the Contract term.

Eligible parties will be the buyers under contract(s) awarded through this IFB. All transactions between eligible parties and contracted vendor(s) will be solely between those parties. Neither MAPC, the participating municipalities nor any other eligible party will be held liable by the vendor(s) or another eligible party for any loss or liability, other than payment for delivered products as may be limited herein, incurred as a result of this procurement.

This contract will be awarded and administered by MAPC on behalf of the participating school districts. Any eligible party that purchases the goods of a selected vendor under any resulting contracts will be responsible for managing and directing the work of the selected vendor for all purchase orders and work orders initiated by the municipality. If for some reason, a participating municipality/school district finds that any provisions of the signed contract are not being observed by the selected vendor, they can seek remedy directly from said vendor and notify MAPC of any issue relating to non-performance under the signed contract.

Massachusetts Chapter 30B: UNIFORM PROCUREMENT ACT, Section 17 requires each SFA to issue their own contract with the winning vendor. Any resulting contracts may be terminated for cause or convenience by the district according to the terms of the individual contract with the vendor.

26. WITHDRAWAL AFTER AWARD

If a contract has been awarded and the awarded vendor, for any reason seeks to withdraw from the contract, a 30-day written notice of intent must be submitted to MAPC. The 30-day notice will begin on the date of receipt of the notice, and during this 30-day period all bid prices and specifications must be honored by the distributor. If a vendor, after having been awarded the bid, chooses to withdraw their bid, the vendor acknowledges that all of their bids may be eliminated from consideration for the next bid cycle.

Section 5 - Product and Performance Terms

27. QUALITY REQUIREMENTS AND PERFORMANCE STANDARDS

Milk and Dairy Products of high quality are required to be furnished and delivered inside the cafeteria storerooms.

All items offered shall be of the required specification in this IFB and shall be subject to all federal and state regulations applicable thereto.

The right is reserved to request samples of any or all items for which a bid is submitted for testing in determining awards; samples to fully represent the items proposed. The brand and grade offered and accepted shall be supplied during the entire contract period, and no substitution shall be made except upon written approval of the Member District Food Service Directors.

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

Bidders shall utilize only properly insulated, mechanically or thermostatically temperature controlled refrigerated transport equipment. Such equipment must be capable of maintaining temperature to protect products. Districts reserve the right to reject the use of any trucking equipment by a carrier if it is not in a clean, sanitary condition and suitable for the hauling of all goods. All delivery personnel must demonstrate good customer service and should be neat and clean with good grooming practices.

Vendors must have a Hazard Analysis Critical Control Point Program (HACCP) for all areas of service and products including but not limited to: purchasing, temperature control, receiving, holding, storage, transportation and delivery. All HACCP records must be documented and available for review.

If the contracted vendor fails to comply with the requirements of this section, "Performance Standards", the participating municipality or school district shall have the right to cancel its purchase without recourse by the vendor, provided the municipality/school district serves the vendor with a written demand to perform, citing its intent to cancel its purchase order and invoke this IFB provision if performance does not occur within three full business days of delivery of the demand. Such notice may be conveyed by e-mail, fax or other method that verifies delivery by electronic or witnessed means.

Additionally, failure on the part of the vendor awarded the proposal to comply with any of the above terms contained in this IFB and the resulting contract could result in:

- A letter of nonperformance documenting the specific issues involved and the actions necessary to resolve the situation(s);
- Voiding the proposal award in whole or in part; and/or;

- Eliminating the vendor from future award consideration

28. PRODUCT INFORMATION

The winning vendor shall assist the Bid Coordinator in securing all required nutritional, ingredient and CN information as requested, in a timely manner

29. WARRANTY

Vendors warrant (1) that the goods they sell are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects, and (4) that they are in conformity with any sample that may have been presented to the participating municipalities/school districts.

30. METHOD OF ACQUISITION

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

31. ORDERING AND DELIVERY OF GOODS

Delivery dates and times will be agreed upon by the district and the winning vendor by the date specified in the Key Dates section, but shall normally take place Monday-Friday between 6:00 a.m. and 1:00 p.m.

Delivery is generally to be once a week, for a main delivery, with a secondary day in place for larger districts or make up deliveries due to product supply issues.

Deliveries arriving outside times agreed upon may result in refusal of delivery or billing of distributor for excess labor charges.

Districts are not required to accept any product that is visibly damaged or adulterated in any manner. The winning vendor shall replace any item received in unacceptable condition at no cost to the ordering facility in a timeframe acceptable to the district.

The highest minimum amount for delivery will be no more than \$100.00 per location, including bid and off bid items.

There will be a \$50 minimum delivery per location on the last delivery before the following vacation periods: Thanksgiving, Christmas, February vacation, April vacation and the last day of school for the summer.

Product must be delivered at the correct internal temperature (frozen 0 degrees, refrigerated 34-40 degrees, milk 34-45 degrees between cartons, and dry goods at room temperature). All products must be in code for at least 10 days from the date of delivery.

All items will be delivered to an inside storage location acceptable to the receiver. No tailgate delivery will be accepted. No products shall be left outside the building at any time or in any place other than within the school kitchens.

Substitutions are defined as items that are offered in place of a regular bid item on a short term basis resulting from issues such as transportation from the manufacturer, volume variations, manufacturer production issues etc. Foodservice directors or their designee must be notified before delivery and approve of any substitutions. To the extent possible, substitutions are to be provided of the same or superior quality at the bid price per unit. In situations where no comparable substitute is available at the bid price, the vendor shall work with the foodservice director to supply a similar item at an agreed upon price before delivery.

In the event of a manufacturer's permanent discontinuation of a bid item, the vendor shall notify the Bid Coordinator as soon as they are aware to discuss possible replacements. The replacement item may be a different price per unit than the original bid item.

The vendor must provide full credit on and pickup of food incorrectly ordered or delivered by the next regular delivery. Full credit must be given, in a timely fashion, for foods that are discovered missing from the order, damaged, spoiled, adulterated, or expired.

Should there be a complete school closing for an extended period which results in rented coolers not being needed, districts may request pickup of these coolers and no longer be subject to the monthly rental.

The winning vendor shall communicate with the Food Service Director or other designee of each district for a contingency plan at the beginning of the contract year for instances of snow days or other unforeseen school cancellations and how deliveries will be made/adjusted to accommodate these circumstances.

32. RETURNS

The awarded vendor will guarantee that upon inspection, any defective or inferior supplies shall be replaced without additional costs to the participating municipality/school district. The vendor will assume any additional cost accrued by the participating municipality/school district due to defective or inferior supplies.

33. PRODUCT RECALL

The awarded vendor must, upon receipt of a recall notice from the manufacturer or government, notify MAPC and the bid coordinator immediately by e-mail. Appropriate credit must be given for all recalled products.

34. INVOICING/DELIVERY SLIPS

A delivery slip must be left at each school upon delivery, complete with the unit price, extensions and totals. Delivery slips must be signed by the Food Service Manager or designee before responsibility will be accepted for payment of bills for these schools. If a delivery slip is not signed and the product

delivered is in excess of what has been ordered, the participating municipality/school district will be required to only pay for the amount ordered.

35. PAYMENT BY ELIGIBLE PARTIES

MAPC is not an eligible party under this IFB or any resulting contract(s). Neither is it a party to any resulting transactions, nor can it be held liable for false representations or non-payment by eligible parties.

Eligible parties are not obligated to make payment to vendors other than in a manner consistent with their normal payment schedules and as bound by normal commerce. Payments shall be made in U.S. dollars. Vendors may not require cash payment nor accept cash for any transaction associated with this IFB.

Payment terms vary by district policy and will be agreed upon by the vendor and individual district.

Purchases made by the school districts are exempt from payment of federal excise taxes and any such taxes must not be included. Federal excise tax exemption certificates, if required, will be furnished by the school district on request. The school districts are further exempt from payment of Federal Transportation tax and the Commonwealth of Massachusetts sales tax.

36. REBATE AND COUPON INFORMATION

The winning vendor assumes responsibility to pass on all rebate and coupon information to all members of the participating school districts.

37. CONTRACT ADMINISTRATION FEE

The awarded Vendor(s) will be required to pay to MAPC a Contract Administration Fee of \$300 for every zone they are awarded within 45 days of the execution of the Master Contract with MAPC. This fee covers the advertising costs of the procurement and the time and resources expended by MAPC staff in developing the procurement and supporting the procurement process.

38. AUDITING

The Group retains the right to audit distributor's invoices for any and all bid items. The audit may take place at any location suitable to the participating school districts, including at the offices of the distributor. The distributor will be given no less than 2 weeks' notice to assemble all relevant documents for review.

39. BID COORDINATION

The participating Cities, Towns and School Districts receive the support of a Bid Coordinator, Tim Goossens of Food for Schools, tgoossens@food4schools.com, to determine the products they seek to purchase through this IFB. The awarded vendor is required to work with the Bid Coordinator in managing product changes.

The awarded vendor shall assist the Bid Coordinator in securing all required nutritional, ingredient and CN information as requested, in a timely manner.

No bid item shall be deleted, changed or discontinued by the distributor unless previously approved by the Bid Coordinator.

MAPC is strictly the procurement agent for this Bid and is not responsible for the activities of the Bid Coordinator used by the participating Districts.

40. RESPONSIBILITIES OF PARTICIPATING SCHOOL DISTRICTS

As per 7 CFR 210.21 Subpart E, participating school districts in their role as school food authorities are the party that must comply with the requirements of 7 CFR Part 3016 and 7 CFR Part 3019 as applicable, which implement the applicable Office of Management and Budget Circulars, concerning the procurement of all goods and services with school food service account funds. While the contract for purchases made through this Request for Proposal (IFB) will be held by MAPC with the awarded Vendor on behalf of participating school districts, use of this contract by participating districts does not relieve them from their obligations under federal law and regulation. School food authorities remain responsible for settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in connection with the federal school lunch program. MAPC will support participating school districts in whatever way it can to satisfy such issues.

Section 6 – Applicable Laws

41. APPLICABLE LAWS

This procurement is conducted in conformance with M.G.L. c. 7, s. 22B and M.G.L. c. 30B and federal procurement regulations for the National School Lunch Program (see 7 CFR 210.21) and federal funds procurement generally (see 2 CFR 200.317-326). As per regulations, National School Lunch Program operators must ensure all costs are necessary, reasonable, allocable, and allowable per 2 CFR 200.403(a) and the applicable cost principles in 2 CFR part 200, subpart E, and that all procurements are conducted in a manner providing full and open competition consistent with Federal procurement standards in 2 CFR 200.318-326 and in applicable Program regulations at 7 CFR Parts 210.21, 215.14a, 220.16, 225.17 and 226.22. Failing to conduct a competitive procurement process is in violation of Federal regulations.

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

42. 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:

- The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product. **For our purposes, we are defining significant as 10% or more expensive than a like non-domestic item.**

The group will accept non-domestic items only if they meet one of the two criteria above.

For each line of the bid, please indicate in the Milk and Dairy Bid Worksheet that the item to be provided satisfies the criteria for a “domestic commodity or product” as defined above, by selecting “X” from the dropdown arrow in the Domestic Product column. In the event that an item is supplied

is not of U.S. origin, the vendor shall indicate this on the worksheet by selecting “Exception” from the dropdown arrow in the Domestic Product column.

Documentation of each exception shall be provided by the vendor using the **Buy American Exception form which is Attachment 2**. Please provide these exceptions as PDF files, one for each item with your electronic submission.

43. FEDERAL CONTRACTING REGULATIONS APPLICABLE TO VENDORS

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

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — Vendors may not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendors must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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

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

Appendix A – Required Forms

The following forms on the pages below are required for submitting a bid.

General Bid Form

The accompanying Forms & Documentation are hereby submitted as a Bid in response to the subject IFB. All information, statements and prices are true, accurate, and binding representations of the Bidder's intentions and commitments in responding to this IFB.

Company Name

Contact Person

Street

Phone

City, State, Zip

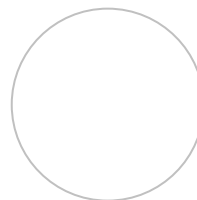
Fax

Email

Bidder acknowledges receipt of the Invitation for Bids (IFB) and Addendum No(s)._____, dated _____, and submits the attached Bid for this Invitation for Bids to the Metropolitan Area Planning Council (MAPC), on the authority of the undersigned and as dated below who by signing confirms and pledges to abide by and be held to the requirements of this IFB and its resulting contract, to perform any tasks and deliver any documents required, and to execute a Contract with the MAPC.

Authorized Agent of the Bidder:

Signature (blue ink please)



Printed Name

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

Title

Date:

Statement of Competency

I hereby certify that the Bidder meets or exceeds the competency criteria set out in this IFB.

I further attest to the following assertions:

- The Bidder has been in business for a minimum of 1 years.
- Provision of the items specified in this IFB is consistent with the Bidder's normal lines of business.
- The Bidder is incorporated, and if required licensed, to do business in Massachusetts.

Authorized Agent of the Bidder:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Certificate of Non-Collusion

As required under Chapters 233 and 701 of the Massachusetts Acts and Resolves of 1983 and as required under M.G.L. c. 30B certification must be made to the following by signing in the space indicated below. Failure to offer such signature will result in rejection of the Bid.

“The undersigned certifies under penalties of perjury that this Bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word person shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group or individuals.”

Authorized Agent of the Bidder:

Signature (blue ink please)

Printed Name

Title

Name (as used for tax filing)

SS# or Federal ID#

Date

Certificate of Tax Compliance

“Pursuant to M.G.L. c. 62C, s. 49A, I certify under the penalties of perjury that to my best knowledge and belief the undersigned has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.”

Authorized Agent of the Bidder:

Signature (blue ink please)

Printed Name

Title

Name (as used for tax filing)

SS# or Federal ID#

Date

Certification of Compliance for Federally Funded Procurement

Certification of Compliance for Federally Funded Procurement

The Contractor, if paid from federal funding sources, certifies that it complies with: E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;" 18 U.S.C. 874 and 40 U.S.C. 276c (Copeland "Anti-Kickback" Act); 40 U.S.C. 276a to a-7 (Davis-Bacon Act, as Amended); 40 U.S.C. 327-333 (Contract Work Hours and Safety Standards Act); 37 CFR part 401 (Rights to Inventions Made Under a Contract or Agreement); 42 U.S.C. 6201 (Energy Policy and Conservation Act); 42 U.S.C. 7401 et seq., as amended (Clean Air Act); 33 U.S.C. 1251 et seq., as amended (Federal Water Pollution Control Act); 31 U.S.C. 1352, as implemented 34 CFR Part 82 (Byrd Anti-Lobbying Amendment); E.O.s 12549 and 12689 (Debarment and Suspension); Section 106 of "TVPA" (Trafficking Victims Protection Act of 2000); American Recovery and Reinvestment Act of 2009; Pub. L. 111-5 ("ARRA"), Section 1605 of ARRA; and 2 CFR part 176.140 (Buy American.)

Company Name

Authorized Representative Name (Printed)

Authorized Signature

Date

Conflict of Interest Certification

The Bidder hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this IFB.
2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining a Contract pursuant to this IFB upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.
4. Bidder understands that the Massachusetts Conflict of Interest Law, M.G.L. c. 268A, applies to the Bidder and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Invitation for Bids.
5. Bidder understands that the Bidder and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Authorized Agent of the Bidder:

Signature (blue ink please)

Printed Name

Title

.

Name (as used for tax filing)

SS# or Federal ID#

Date

Certificate of Compliance with M.G.L. c. 151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) c. 151B and shall not discriminate on any prohibited basis outlined therein. The Bidder also hereby certifies that it shall comply with any and all applicable Commonwealth of Massachusetts Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Invitation for Bids.

Authorized Agent of the Bidder:

Signature (blue ink please)

Printed Name

Title

Name (as used for tax filing)

SS# or Federal ID#

Date

Certificate of Non-Debarment

The Bidder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Bidder shall inform the MAPC and involved municipalities within one (1) business day of such debarment, suspension, or prohibition from practice.

Authorized Agent of the Bidder:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Lobbying Activities

Lobbying

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

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

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

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

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

Company Name

Authorized Representative Name (Printed)

Authorized Signature

Date

Equal Opportunity Requirements

I certify that all information, statements, and pricing made in my Bid are true, accurate, and binding representations of the Bidder's intentions and commitment in responding to this IFB. Any such representations that exceed the minimum requirements of the IFB constitute legal obligations on the part of the Bidder to perform as stated and that failure to so perform may be used by MAPC as grounds to terminate the contract.

I certify that pursuant to 28 CFR Part 42.204 (d) my employment practices comply with Equal Opportunity Requirements and comply with 28 CFR Part 42.202.; that my organization complies with the Americans with Disabilities Act.

Authorized Agent of the Bidder:

Signature (blue ink please)

Printed Name

Title

Name (as used for tax filing)

SS# or Federal ID#

Date

HUB Certification

Vendors submitting bids that have been certified as Historically Underutilized Business (HUB) entities (Minority, Small Business, Woman Owned), are asked to indicate their HUB status when responding to this Invitation for Bid. I certify that my company has been certified as a Historically Underutilized Business (HUB). (Attach a copy of the HUB Certification to this form.)

Company Name

Authorized Representative Name (Printed)

Authorized Signature

Date

Acknowledgement of Specifications

The undersigned certifies that they have read the Bid Specifications and agree to abide by these specifications should they be the successful vendor.

Company Name

Authorized Representative Name (Printed)

Authorized Signature

Date

Right to Know Law Page

Any Bidder who receives an order or orders resulting from this invitation, agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, s. 8, 9, 10 and the regulations contained in 454 CMR 21.06 when deliveries are made. The Bidder agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F, s. 7 and the regulations contained in 454 CMR 21.05. Failure to submit an MSDS and/or label on each container will place the Bidder in noncompliance with the Purchase Order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action or prevent the Bidder from selling said substances or mixtures containing said substances within the Commonwealth. All Bidders furnishing substances or mixtures subject to M.G.L. c. 111F are cautioned to obtain and read the Law and Rules and Regulations referenced above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 (617-727-2834) for a fee.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

Authorized Agent of the Bidder:

Signature (blue ink please)

Name (as used for tax filing)

Printed Name

SS# or Federal ID#

Title

Date

Appendix B – Sample Contract

The following pages contain a sample contract that MAPC will enter into with the selected vendor.

SAMPLE CONTRACT FOR GOODS AND SERVICES

BY AND BETWEEN

METROPOLITAN AREA PLANNING COUNCIL

AND

INSERT VENDOR's NAME

This AGREEMENT, dated _____, is made and entered into by and between the **Metropolitan Area Planning Council** ["**MAPC**"], a public body politic and corporate, established by Chapter 40B, Sections 24 through 29 of the Massachusetts General Laws, with its principal office at 60 Temple Place, Boston, Massachusetts 02111, acting as the collective purchasing agent for the Cities, Towns and School Districts ["**Buyers**"], pursuant to Chapter 7, Section 22B of the Massachusetts General Laws and without liability to **MAPC**, and Insert **Vendor's Correct Legal Name** ["**Vendor**"], with its principal office at **Vendor's Address**.

Witnesseth that the parties AGREE as follows:

Article I

General Description of the Work

1. Pursuant to the Terms and Conditions of this AGREEMENT, including any Additional and Special Terms and Conditions listed in Exhibit C, the Invitation for Bids ["**IFB**"] – **IFB No. MAPC 2021 Milk and Dairy** attached in Exhibit B; and the **Vendor's** Bid attached in Exhibit F, **MAPC** hereby engages the **Vendor** to provide the following goods and/or services to the **Buyers**: Milk and Dairy Products.

Article II

Services of the Vendor

2. The **Vendor** will provide the goods and/or services as described in the **IFB** cited in Article 1 (above).
3. The Vendor shall report, and be responsible, to MAPC or its designee as set forth on Exhibit A.
4. There shall be no amendment to this AGREEMENT without the written approval of **MAPC**. **MAPC** shall be under no obligation to pay for any goods provided or services performed by the **Vendor**.

5. The **Vendor** represents and warrants to **MAPC** as follows:

- i. That it and all its personnel (whether employees, agents or independent **Vendors**) are qualified and duly licensed as required by law and/or local municipal code to provide services and/or goods required by this AGREEMENT.
- ii. That it further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.
- iii. That it will obtain any and all permits, bonds, insurances and other items required for the proper and legal performance of the work.
- iv. That it is not a party to any AGREEMENT, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this AGREEMENT.

Article III

Performance of the Vendor

6. In the performance of service under this AGREEMENT, the **Vendor** acts at all times as an independent contractor. There is no relationship of employment or agency between **MAPC**, on the one hand, and the **Vendor** on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this AGREEMENT which the parties view as consistent with their independent **Vendor** relationship.
7. The **Vendor** agrees to be responsible for and warrant the work of any subcontractors it hires and that are listed in Exhibit D and will ensure their compliance with all legal, quality and performance requirements of the Invitation for Bids ["IFB"] – IFB # MAPC 2021 Milk and Dairy for Schools attached in Exhibit B; and the **Vendor's** Bid attached in Exhibit F. The **Vendor** may not use subcontractors not named in Exhibit D without the prior written consent of **MAPC**, which will not unreasonably be withheld.

Article IV

Time of Performance

8. Time shall be of the essence in relation to **Vendor's** performance under this AGREEMENT. **Vendor** shall complete performance as promised in its quote that accompanies the **Buyer's** purchase order or other document confirming its authorization to the **Vendor** to proceed. Reasonable extensions shall be granted by the **Buyer** at the written request of the **Vendor**, provided the justifying circumstances are documented by and are beyond the reasonable control of **Vendor** and without fault of **Vendor**. In the event of such an extension, all other terms and conditions of this AGREEMENT, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in writing.
9. In the absence of such an extension, liquidated damages shall be due the Buyer in the amount of 0.1% (one-tenth of one percent) of the face value of the **Vendor's** quoted or modified purchase price for each day performance exceeds the promised date(s). Such liquidated damages may be acknowledged in **Vendor's** final invoice or taken by **Buyer** as a deduction to such final invoice.

10. Any dispute in the amount of liquidated damages shall be submitted to arbitration by either **Buyer** or **Vendor** through the American Arbitration Association within 10 (ten) business days of written notice given by the party declaring impasse. **Vendor** and **Buyer** agree to fully comply with the arbitrator's decision within a reasonable time.

Article V

Revisions in the Work to Be Performed

11. If during the **Vendor's** Time of Performance, **Buyer** requires revisions or other changes to be made in the scope or character of the work to be performed, **Buyer** will promptly notify **Vendor** in writing. For any changes to the scope of work, **Vendor** shall provide **Buyer** with a written quote of change in price and/or change in time of performance and shall proceed with such changes only upon written consent of **Buyer**, which shall be construed as a modification to **Buyer's** original purchase order.
12. **Buyer** will neither unreasonably request revisions nor unreasonably withhold final acceptance of delivered products.

Article VI

Term of Agreement

13. The term of this AGREEMENT shall commence on July 1, 2021 and will continue until June 30, 2022, or until otherwise terminated as provided by this AGREEMENT or the IFB.
14. **MAPC** reserves the right at its sole discretion to extend the contract for up to one (1) additional one-year terms ending June 30, 2023.
15. In the event new contracts have not been procured and awarded before the end of a contract extension, **MAPC** reserves the right at its sole discretion to extend the contract for an additional period of time until new contracts have been procured and awarded. However, in no instance shall any contract term, including extensions, exceed three (3) years in total.
16. The **Vendor** agrees to perform promptly upon execution of this AGREEMENT and will diligently and faithfully perform in accordance with the provisions hereof.

Article VII

Orders, Fees, Invoices, and Payments

17. Orders, fees, invoices, and payment shall be processed and paid as specified in the IFB.

Article VIII

Assignment

18. Neither party shall assign, transfer or otherwise dispose of this AGREEMENT or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

Article IX

Indemnification

19. The **Vendor** agrees to indemnify and save **MAPC** and the **Buyers** harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by the **Vendor** (including all its employees or agents) in performing under this AGREEMENT, or any breach of the terms of this AGREEMENT, which constitute an obligation of the **Vendor**. The **Vendor** shall reimburse **MAPC** and the **Buyers** for any and all costs, damages, and expenses including reasonable attorney's fees which **MAPC** and the **Buyers** pays, or becomes obligated to pay, by reason of such activities or breach. The provisions of this Section shall be in addition to and shall not be construed as a limitation on any other legal rights of **MAPC** and the **Buyers** expressed or not expressed in the **IFB** and with respect to this AGREEMENT.

Article XI

Insurance

20. Before performing under this AGREEMENT, the **Vendor** shall obtain, and shall maintain throughout the term of this AGREEMENT, insurance at limits specified in the **IFB** and provide written documentation of such in the form specified in the **IFB** as requested in Exhibit E.
21. The **Vendor** shall give **MAPC** 20 days (twenty) written notice and copies of documentation in the event of any change or cancellation of coverage.

Article XII

Termination of Agreement

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

Article XIII

Entirety of Agreement

27. This AGREEMENT, together with its Exhibits, the **IFB** referenced above and its Addenda, the required supplemental documents and any additional exhibits, constitute the entire AGREEMENT between **MAPC** and the **Vendor** with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by both parties. Any notices required or allowed shall be sent by receipt-verified mail, e-mail, fax or courier to the persons designated in Exhibit A.

28. The provisions of the **IFB** and the **Vendor's** Bid are incorporated herein by reference. In the event of any conflict among the Contract Documents, the documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the IFB (if any)
Fourth Priority:	IFB
Fifth Priority:	Vendor's Bid

Article XIV

Severability

29. In the event any provision of this AGREEMENT is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the AGREEMENT shall remain and continue in full force and effect.

Article XV

Governing Law and Jurisdiction

30. This AGREEMENT shall be governed by, construed and enforced in accordance with laws of the Commonwealth of Massachusetts. **MAPC**, **Vendors**, and **Buyers** agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this AGREEMENT.

Article XVI

Notice

31. Except as otherwise expressly provided in this AGREEMENT, any decision or action by **MAPC** relating to this AGREEMENT, its operation, or termination, shall be made only by **MAPC** or its designated representative identified in Exhibit A.

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

For **MAPC** by or on behalf of the Cities, Towns and School Districts participating in this IFB and so listed in the document.

X _____

Signature

Name

Title

For the **VENDOR**:

X _____

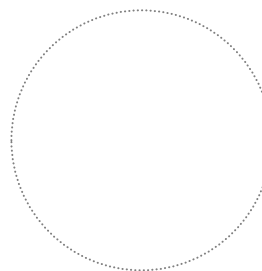
* Signature

* Title

* Name

Date

* Date



* Affix Corporate Seal

(or mark "n/a")

EXHIBIT A

Notice Addressees

For **MAPC**:

Marc Draisen

Name

Executive Director

Title

MAPC

Organization

60 Temple Place

Street Address

Boston, MA 02111

City, State, ZIP

617.451.2770

Phone

mdraisen@mapc.org

E-mail

For the **VENDOR**:

* Name

* Title

Organization

* Street Address

* Street Address

* Phone

* E-mail

EXHIBIT B

Invitation for Bids #

EXHIBIT C

Special Terms & Conditions

1. None

EXHIBIT D

Subcontractors

1. None

EXHIBIT E

Other Documents:

1. Insurance Guarantee(s)__(to be provided for Contract execution)

EXHIBIT E

Vendor Bid:

Vendor's Complete Bid

* * * * *

Appendix C - CommBuys Procurement Market Center Instructions



Job Aid: Create a Quote in COMMBUYS

This Job Aid shows how to:

- Create a quote in response to a bid solicitation in COMMBUYS

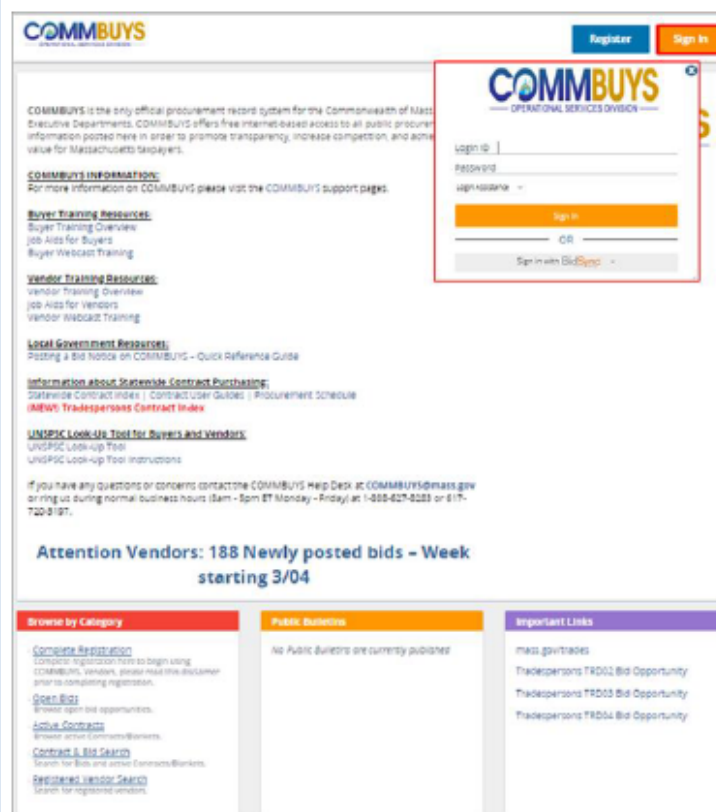
Of Special Note:

It is the vendor's responsibility to read the bid solicitation and any attachments (including the Request for Response) in their entirety prior to creating and submitting a quote.

OSD recommends you create a bid specific folder that is easily accessible with any completed documents or forms that must accompany the quote. Be sure to follow any file upload instructions provided by the buyer (e.g. naming convention, file description, or file size).

Only users with Seller privileges can create a quote in COMMBUYS. These instructions assume the logged in user has Seller credentials.

Screenshot



Directions

Step 1: Launching COMMBUYS

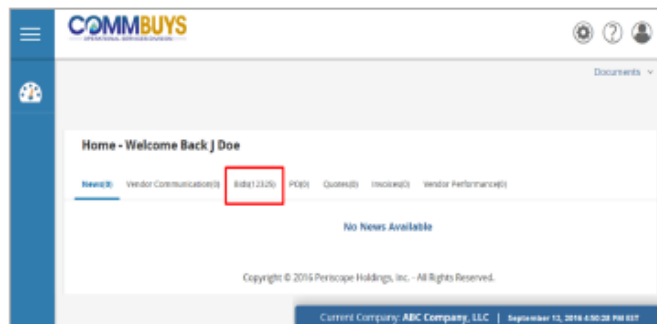
1. Enter the uniform resource locator (URL) address for COMMBUYS (<https://www.commbuys.com>) or (commbuys.com) in your browser.
2. Once the COMMBUYS landing page displays click on the Sign In button.
3. Enter your Login ID and Password and sign in to COMMBUYS.



Job Aid:

Create a Quote in COMMBUYS

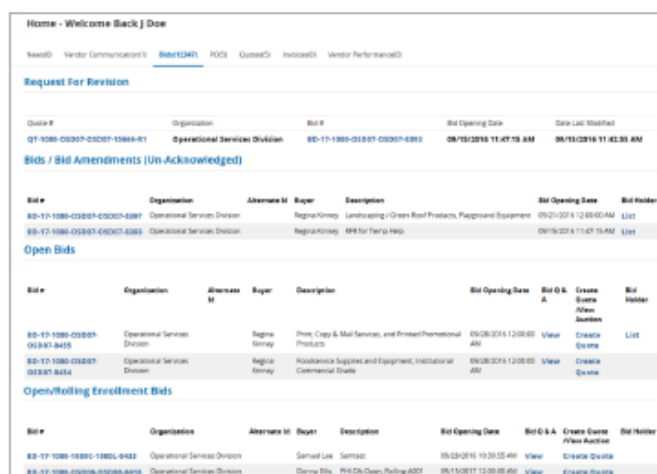
Screenshot



Directions

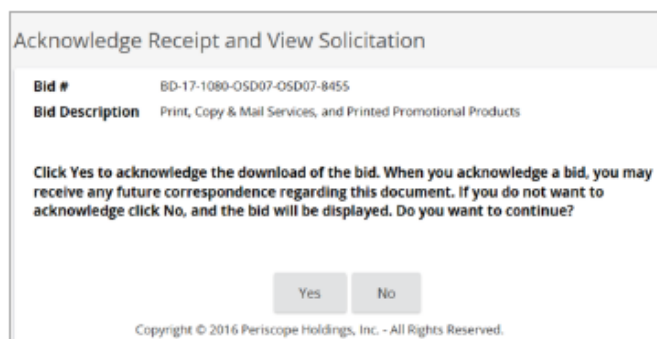
Step 2: Accessing Bids

1. From the Homepage click on the Bids tab to view bids that have been sent to your company.



Step 3: Opening Bids

1. Click on the hyperlinked Bid # to open and review a bid in the Bids/Bid Amendments (Un-Acknowledged), Open Bids, or Open/Rolling Enrollment Bids sections.



Step 4: Acknowledging Receipt of Bids

1. Click the **Yes** button to acknowledge and access the bid.

Note: In this acknowledgement you agree to receive any future correspondence regarding this bid.

If you select **No** you may still view the bid but will not receive any notifications regarding updates or amendments.



Job Aid: Create a Quote in COMMBUYS

Screenshot

Bid Solicitation: BD-17-1080-OSD07-OSD07-8455

Header Information

Bid Number: BD-17-1080-OSD07-OSD07-8455	Description: Print, Copy & Mail Services, and Period Promotional Products	Bid Opening Date: 06/26/2016 12:00:00 AM
Purchaser: Regina Kelly	Organization: Operational Services Division	Allow Electronic Quote: Yes
Department: OSD07 - OSD TRAINING	Location: OSD07 - OSD TRAINING	Available Date: 06/22/2016 10:54:04 AM
Fiscal Year: 17	Type Code: SS - Statewide Solicitation	Informal Bid Flag: No
Alternate Id:	Required Date:	Open Enrollment Enabled: <input type="checkbox"/>
Info Contact:	Bid Type: OPEN	
Purchase Method: Open Market	Rolling Enrollment Enabled: <input type="checkbox"/>	

Pre Bid Conference:

Bulletin Desc:

Ship to Address: OSD Training
1 Robinson Place
Suite 1001
Boston, MA 02108
US
Email: ron@perscopsholdings.com
Phone: (120)66-7890

Bill to Address: Accounts Payable
1 Robinson Place
Room 1017
Boston, MA 02108
US
Email: ron@perscopsholdings.com
Phone: (120)66-7890

File Attachments: Standard Contract Form
Request for Response (RFR)
Business Reference Form

Form Attachments: SBPP (Small Business Purchasing Program) NO Eligible

Item Information

Item # 1: (82-12 - 15) Printing Services

UNSPSC Code: 82,12,15
Printing

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Each				
Manufacturer:			Brand:		Model:	
Make:			Packaging:			

Print Page Create Quote Bid Q & A Exit

Directions

Step 5: Reviewing Bids

1. Review the following information displayed on the bid's Summary tab:
 - **Bid Number:** COMMBUYS-generated document number.
 - **Description:** the information displayed in this section varies according to Buyer input. It could be the agency's internal bid number, a brief description of the bid, or keywords that describe the goods or services being procured.
 - **Bid Opening Date:** date the bid may be opened for evaluation. Also the date the bid closes to vendor quote submission. It's the deadline for submission.
 - **Purchaser:** contact person and/or the creator of the bid.
 - **Organization, Department, Location:** agency information.
 - **Type Code:** will either be **SW** (for Statewide bids) or **NS** (for Non-Statewide/Departmental bids).
 - **Allow Electronic Quote:** In order for vendors to submit quote responses through COMMBUYS, this must be marked Yes.
 - **Required Date:** date agency requires the goods or services being procured. Follow up with bid contact.
 - **Available Date:** date bid was posted on COMMBUYS.
 - **Info Contact:** contact person for the bid.
 - **Bid Type:** will either be **Open** (any vendor can respond) or **Closed** (only selected vendors can respond).
 - **Informal Bid Flag:** will either be **Yes** (buyer can see quotes before the Bid Opening Date) or **No** (buyer cannot see quotes before the Bid Opening Date).
 - **Purchase Method:** will either be **Open Market** (one time bid solicitation) or **Blanket** (contract).
 - **Pre-Bid Conference Details**
 - **Ship-to and Bill-to Addresses**
 - **File Attachments:** bid documents and forms uploaded by the agency. Be sure to read all attachments and complete/submit forms/documents as instructed.
 - **Item Information:** item description, UNSPSC code, and other criteria entered by the buyer.



Job Aid:
Create a Quote in COMMBUYS

Screenshot		Directions													
<div><p>Item Information</p><p>Item # 1: (R2-12 - 15) Printing Services</p><p>U N S P S C Code: 853013 Printing</p><table><thead><tr><th>Qty</th><th>Unit Cost</th><th>UOM</th><th>Total Discount Amt.</th><th>Tax Rate</th><th>Tax Amount</th><th>Total Cost</th></tr></thead><tbody><tr><td>1.0</td><td></td><td>EA - Each</td><td></td><td></td><td></td><td></td></tr></tbody></table><p>Manufacturer: Model:</p><p>Brand: Packaging:</p><p>Print Page Create Quote Bid Q & A Exit</p></div>	Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost	1.0		EA - Each					<p>Step 6: Creating Quotes</p> <ol style="list-style-type: none">1. Click the Create Quote button at the bottom of the Bid Summary page to open the New Quote page.
Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost									
1.0		EA - Each													



Job Aid:
Create a Quote in COMMBUYS

Screenshot

New Quote

[General](#) [Items](#) [Questions](#) [Subcontractors](#) [Notes](#) [Terms & Conditions](#) [Attachments](#) [Summary](#) [Back to Bid](#)

Quote #: **Operational Services Division** Bid #: **BD-17-1080-OSD07-OSD07-8455**

Status: **In progress** Description*: **Print, Copy & Mail Services, and M**

Delivery Days: **0** Discount Percent: **0.0** %

Is "No Bid": ☐ Alternate Bid: ☐

Shipping Terms: **▼** Freight Terms: **▼**

Ship Via Terms: **▼** Payment Terms: **▼**

Promised Date (MM/DD/YYYY): **▼**

Info Contact: **▼**

Comments: **▼**

Date Last Updated: **▼** User Last Updated: **▼**

Save & Continue

Directions

Step 7: Entering General Quote Information

1. The General Tab is populated with some information from the bid. In most cases, vendors are not required to edit the information. Read the RFR for guidance. Available fields include:
 - **Description:** Defaults to the description of the bid. This can be edited.
 - **Delivery Days:** Days to deliver goods or services upon successful awarding of bid/purchase order.
 - **Discount Percent:** If entered, will automatically be applied to all items on quote. This can be done on an item by item basis on the item tab.
 - **Is "No Bid":** Checkmark to formally declare that you will not be submitting a quote for this bid.
 - **Alternate Bid:** Checkmark to formally flag a quote as an alternate bid if this is the second quote for the vendor (if allowed by the buyer).
 - **Shipping Terms:** Defaults from the vendor profile.
 - **Freight Terms:** Defaults from the vendor profile.
 - **Ship Via Terms:** Defaults from the vendor profile.
 - **Payment Terms:** Defaults from the vendor profile.
 - **Promised Date:** Date to deliver items to the buyer.
 - **Info Contact:** Contact information for questions regarding quote. This field is limited to 400 characters.
 - **Comments:** Field to enter in notes to the buyer. This field is limited to 400 characters.
2. Click the **Save & Continue** button to save your updates and generate a Quote Number.



Job Aid:

Create a Quote in COMMBUYS

Screenshot	Directions
<p>The screenshot displays the 'Quote Validation Errors' and 'Quote Validation Warnings' sections of the COMMBUYS system. The 'Quote Validation Errors' section shows a red message: 'Terms & Conditions is not acknowledged.' The 'Quote Validation Warnings' section shows a yellow message: 'Your quote has not been submitted.' Below these messages, the quote details are shown: 'Quote QT-1080-OSD07-OSD07-15710 - ABC Company, LLC'. The 'General' tab is selected, showing fields for 'Quote #', 'Organization', 'Status', 'Delivery Days', 'Is "No Bid"', 'Bid #', 'Description', 'Discount Percent', and 'Alternate Bid'. The 'Description' field is currently empty, and the 'Discount Percent' field is set to 0.0%.</p>	<p>Step 8: Reviewing System Messages</p> <ol style="list-style-type: none">1. Once you click Save & Continue the page will refresh itself and display two system messages and a Quote Number.2. The following messages will be displayed:<ul style="list-style-type: none">• A red error message with steps that must be taken before a quote can be submitted. Following the steps in this Job Aid will resolve the errors.• A yellow warning that reads: Your quote has not been submitted. There is no further action required to resolve this informational message.3. Click on the Items tab to continue creating your quote.



Job Aid:

Create a Quote in COMMBUYS

Screenshot

Quote QT-1990-VADM-VADM-47644 - CompuTrain XXI

General Items Questions Subcontractors Notes Terms & Conditions Attachments Summary Back to Bid

General

Sort by Columns Print Sequence ☐ Set Descending On

Item #	Price Sequence	Quantity	Description	Unit	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge	See Quote Attachment(s)
1	1.0	1.0	MANAGEMENT ADVISORY SERVICES. Select "See Quote attachment(s)" to indicate items you are bidding on. If you are not, then Detail.	HR	\$0.00	0.0%	None	\$0.00	\$0.00	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	2.0	1.0	IN SERVICE TRAINING AND MANPOWER DEVELOPMENT. Select "See Quote attachment(s)" to indicate items you are bidding on. If you are not, then Detail.	HR	\$0.00	0.0%	None	\$0.00	\$0.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Quote Response Total: \$0.00

Discount only quotes indicate discount amount off of list catalog price.

Save & Continue

Copyright © 2019 Pentapage Holdings, Inc. - All Rights Reserved. Current Company: CompuTrain XXI March 15, 2019 10:04 PM EDT

Quote QT-1990-VADM-VADM-47645 - CompuTrain VI

General Items Questions Subcontractors Notes Terms & Conditions Attachments Summary Back to Bid

General

Sort by Columns Print Sequence ☐ Set Descending On

Item #	Price Sequence	Quantity	Description	Unit	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge	See Quote Attachment(s)
1	1.0	1.0	MANAGEMENT ADVISORY SERVICES. Select "See Quote attachment(s)" to indicate items you are bidding on. If you are not, then Detail.	HR	0.00	0.0%	6.0%	0.00	\$0.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	2.0	1.0	IN SERVICE TRAINING AND MANPOWER DEVELOPMENT. Select "See Quote attachment(s)" to indicate items you are bidding on. If you are not, then Detail.	HR	25.00	0.0%	6.0%	0.00	\$25.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Quote Response Total: \$25.00

Discount only quotes indicate discount amount off of list catalog price.

Save & Continue

Current Company: CompuTrain VI March 15, 2019 10:04 PM EDT

Directions

Step 9: Complete the Quote Items tab

1. **Responding to Items.** Instructions for completing the Items tab will vary depending upon how the Bid issuer configures it. Read the instructions given in the RFR to determine how best to complete the Quote Items tab.

Depending upon the nature of the Bid Solicitation, the Items tab is the area to:

- ✓ indicate which item(s) are being Quoted
- ✓ make reference to **See Quote Attachment(s)** for quote costs or other requested documents (if applicable)
- ✓ enter unit cost per Bid Item(s) (if applicable)

A) If the **See Quote Attachment(s)** box is pre-selected, the **No Charge** and **Unit Cost** selections are disabled.

- ✓ Ensure the **See Quote Attachment(s)** indicator is selected for each Bid Item for which you wish to be considered.
- ✓ Based on instructions from the RFR, be sure to upload response files on the Attachments tab (see Step 11).
- ✓ Select **No Bid** for items you are not responding to.

B) If the **No Bid** column is pre-selected, the **No Charge** and **Unit Cost** selections are editable; the **See Quote Attachment(s)** column is disabled.

- ✓ Ensure **Unit Cost** is entered or **No Charge** indicator is selected for each Item you are bidding on.
- ✓ Leave the selection **No Bid** for items you are not bidding on.
- ✓ Based on instructions from the RFR, be sure to upload response files on the Attachments tab (see Step 11).

2. To view additional details about an item, click on the blue hyperlinked Item #.

3. Once all information has been completed on the Items tab, click **Save & Continue**. Click on the **Terms & Conditions** tab.

NOTE: In all cases, a checkmark in an item's **No Bid** box indicates that you are not bidding on that item.



Job Aid: Create a Quote in COMMBUYS

Screenshot	Directions												
<div> <p>Quote Validation Errors Terms & Conditions is not acknowledged.</p> <p>Quote Validation Warnings Your quote has not been submitted.</p> <p>Quote QT-1080-OSD07-OSD07-15710 - ABC Company, LLC</p> <p>General Items Questions Subcontractors Notes Terms & Conditions Attachments Summary Back to Bid</p> <p>The following list constitutes all the attachments for the bid which may include supplemental terms and conditions.</p> <table border="1"> <thead> <tr> <th>File Name</th> <th>Description</th> <th>File Size</th> </tr> </thead> <tbody> <tr> <td> Standard Contract Form ()</td> <td>Commonwealth Terms and Conditions</td> <td>12,567 bytes</td> </tr> <tr> <td> Request for Response (RFR) ()</td> <td>Specifications and Requirements for Bid Submission</td> <td>12,574 bytes</td> </tr> <tr> <td> Business Reference Form ()</td> <td>Provide at least 3 recent (within 12 months) customers' contact info</td> <td>12,574 bytes</td> </tr> </tbody> </table> <p>Do you accept the terms & conditions of the bid?</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> Yes with exceptions <input type="radio"/> No</p> <p>If you do not fully accept the terms & conditions, please note the exceptions below:</p> <div style="border: 1px solid gray; height: 40px; width: 100%;"></div> <p>Save & Continue</p> </div>	File Name	Description	File Size	Standard Contract Form ()	Commonwealth Terms and Conditions	12,567 bytes	Request for Response (RFR) ()	Specifications and Requirements for Bid Submission	12,574 bytes	Business Reference Form ()	Provide at least 3 recent (within 12 months) customers' contact info	12,574 bytes	<p>Step 10: Accepting Terms & Conditions</p> <ol style="list-style-type: none"> 1. Click the radio button next to Yes to accept the Terms & Conditions. 2. Click Save & Continue. 3. Click on the Attachments tab. <p>Note: Any files attached to the Bid Solicitation (such as the RFR) can also be found on the Terms & Conditions tab.</p>
File Name	Description	File Size											
Standard Contract Form ()	Commonwealth Terms and Conditions	12,567 bytes											
Request for Response (RFR) ()	Specifications and Requirements for Bid Submission	12,574 bytes											
Business Reference Form ()	Provide at least 3 recent (within 12 months) customers' contact info	12,574 bytes											



Job Aid:

Create a Quote in COMMBUYS

Screenshot

This screenshot shows the "Quote Validation Warnings" page in the COMMBUYS system. At the top, a yellow warning box states "Your quote has not been submitted." Below this, the quote number "QT-1080-OSD07-OSD07-15710 - ABC Company, LLC" is displayed. A navigation bar includes tabs for General, Items, Questions, Subcontractors, Notes, Terms & Conditions, Attachments, Summary, and Back to Bid. The "Attachments" tab is currently selected. A message indicates that marking an item as "Confidential" will restrict its visibility. Under the "Files" section, there is a button labeled "Click Add File to add file attachments." Below this, a red box highlights the "Add File" button, and a message states "No File Attachments". The footer includes the copyright notice "Copyright © 2016 Periscope Holdings, Inc. - All Rights Reserved."

Add File

This screenshot shows the "Add File" page in the COMMBUYS system. It includes fields for "Name" (set to "Business Reference Form"), "Description" (set to "Lists three of my recent customers"), "File" (with a "Browse..." button), "Location" (set to "00020006"), and a checked "Confidential" checkbox. An inset window shows a file explorer with the "Completed Business Reference Form.docx" file selected. The file name field at the bottom of the window is populated with "Completed Business Reference Form.docx".

Directions

Step 11: Attaching Documents to Quote

1. Click on Add File.
2. Click on Browse to locate the file you wish to upload.
3. Once the correct file is located, click Open to return to the Add File page.
4. By default, the file's name is populated into the Name field. This can be edited to reflect the file name to display when the file is posted. The Name field is limited to 200 characters and can contain alphanumeric characters, spaces, and special characters.
5. The Description field is optional and it allows you to briefly describe the attached file.
6. Check off the Confidential box to designate an attachment as confidential.
7. Once you are done naming and describing your file, click Save & Exit to return to the Attachments tab.

Note: Each document must be added one at a time. To add additional attachments repeat the actions 1-6 within this step.



Job Aid: Create a Quote in COMMBUYS

Screenshot

Quote Validation Message
Your quote has not been submitted.

Quote QT-1080-OSD07-OSD07-15710 - ABC Company, LLC

General | Items | Questions | Subcontractors | Notes | Terms & Conditions | **Attachments** | Summary | Back to Bid

Marking an item "Confidential" will ensure the document is only seen by relevant personnel and will not be displayed publicly.

Files

Name	Description	Confidential	Order	Accepted By	Accepted Date	Delete
Business Reference Form (view details)	List three of my recent customers	<input type="checkbox"/>	0	J Doe	06/23/2016	<input type="checkbox"/>
Cost Sheet (view details)	Detailed Prices for printing services	<input type="checkbox"/>	0	J Doe	06/23/2016	<input checked="" type="checkbox"/>
SOP Plan Form 1.docx (view details)		<input type="checkbox"/>	0	J Doe	06/23/2016	<input type="checkbox"/>

Save & Continue Add File

Directions

Step 12: Removing Attachments

1. Check the box in the Delete column next to the file you wish to remove.
2. Click **Save & Continue** to remove the file from the attachment list.
3. Click the **Summary** tab to review your quote information.

Quote QT-1080-OSD07-OSD07-15710 - ABC Company, LLC

General | Items | Questions | Subcontractors | Notes | Terms & Conditions | Attachments | **Summary** | Back to Bid

Header Information

Quote #	QT-1080-OSD07-OSD07-15710	Bid #	80-17-000-0007-0007-0007	Status	Proposed
Organization	Operational Services Division	Delivery Date	0	Closure Percent	00
Description	Proc. Capital Equip. Services and Project Professional Fee	Alternate Bid	No	Shipping Term	
Bid Type		Stop Via Name	Info Center	Payment Term	
Project Name				Quote Total	100.00
Itemization		User Last Updated	J Doe		
Quote Last Updated	10/20/2016 10:23:12 AM				

Vendor accepts the terms & conditions with no exceptions.

Attachments

Agency Form:
Agency Form:
Vendor Form:
Vendor Form:

Quote Information

Price Sequence # 1.0 : (\$0.00 - 15) Printing Services

Quantity	Unit	Unit Cost	Amount	Tax Rate	Margin	Itemized Amount	Tax	Net Price
1.0	EA	\$0.00	0.00	0.0%	0.0%	\$0.00	\$0.00	\$0.00

Print Submit Quote Cancel Quote

Step 13: Reviewing and Submitting Quotes

1. Review the quote information displayed on the **Summary** tab, and edit as needed by clicking on the tab that requires updating.
2. If no updates are required, click the **Submit Quote** button at the bottom of the page.

Message from webpage

Are you sure you want to submit this quote?

OK Cancel

Step 14: Confirming Quote Submission

1. Click OK on the popup message window to proceed with submitting your quote.



Job Aid: Create a Quote in COMMBUYS

Screenshot	Directions																																				
<p>Quote QT-1080-OSD07-OSD07-15710 - ABC Company, LLC</p> <p>General Items Questions Subcontractors Notes Terms & Conditions Attachments2 Summary Back to Bid</p> <p>Header Information</p> <table border="1"> <tr> <td>Quote #: QT-1080-OSD07-OSD07-15710</td> <td>Bid #: BD-17-1080-OSD07-OSD07-8495</td> <td>Status: Submitted</td> </tr> <tr> <td>Organization: Operational Services Division</td> <td>Delivery Days: 0</td> <td>Discount Percent: 0.0</td> </tr> <tr> <td>Description: Print, Copy & Mail Services, and Printed Promotional Products</td> <td>Alternate Bid: No</td> <td>Shipping Terms:</td> </tr> <tr> <td>Bid Flag:</td> <td>Ship Via Terms:</td> <td>Payment Term:</td> </tr> <tr> <td>Freight Terms:</td> <td>Info Contact:</td> <td>Quote Total: \$33.52</td> </tr> <tr> <td>Promised Date:</td> <td>Date Last Updated: 09/13/2016 04:07:34 PM</td> <td>User Last Updated: j.bee</td> </tr> </table> <p>Comment: Vendor accepts the terms & conditions with no exceptions.</p> <p>Attachments</p> <p>Agency Files:</p> <p>Agency Forms:</p> <p>Vendor Files: Business Reference Form SDP Plan Form 1.docx</p> <p>Item Information</p> <p>Print Sequence # 1.0 : (82-12 - 15) Printing Services</p> <table border="1"> <thead> <tr> <th>Quantity</th> <th>UOM</th> <th>Unit Cost</th> <th>Discount %</th> <th>Tax Rate</th> <th>Weight</th> <th>Extended Amount</th> <th>No Bid</th> <th>No Charge</th> </tr> </thead> <tbody> <tr> <td>1.0</td> <td>EA</td> <td>\$34.20</td> <td>2.0%</td> <td>0.0%</td> <td>\$0.00</td> <td>\$33.52</td> <td>No</td> <td>No</td> </tr> </tbody> </table> <p>Print Withdraw Quote</p>	Quote #: QT-1080-OSD07-OSD07-15710	Bid #: BD-17-1080-OSD07-OSD07-8495	Status: Submitted	Organization: Operational Services Division	Delivery Days: 0	Discount Percent: 0.0	Description: Print, Copy & Mail Services, and Printed Promotional Products	Alternate Bid: No	Shipping Terms:	Bid Flag:	Ship Via Terms:	Payment Term:	Freight Terms:	Info Contact:	Quote Total: \$33.52	Promised Date:	Date Last Updated: 09/13/2016 04:07:34 PM	User Last Updated: j.bee	Quantity	UOM	Unit Cost	Discount %	Tax Rate	Weight	Extended Amount	No Bid	No Charge	1.0	EA	\$34.20	2.0%	0.0%	\$0.00	\$33.52	No	No	<p>Step 15: Withdrawing Quotes After Submission</p> <ol style="list-style-type: none"> 1. The Summary tab redisplay with an updated status for the quote: Submitted. 2. From the Summary tab of the quote, you can withdraw the quote at any time before the Bid Opening Date or before the quote is viewed by the buyer. <p>For more information on withdrawing quotes, please read the Withdraw, Reopen, and Resubmit a Quote in COMMBUYS job aid.</p>
Quote #: QT-1080-OSD07-OSD07-15710	Bid #: BD-17-1080-OSD07-OSD07-8495	Status: Submitted																																			
Organization: Operational Services Division	Delivery Days: 0	Discount Percent: 0.0																																			
Description: Print, Copy & Mail Services, and Printed Promotional Products	Alternate Bid: No	Shipping Terms:																																			
Bid Flag:	Ship Via Terms:	Payment Term:																																			
Freight Terms:	Info Contact:	Quote Total: \$33.52																																			
Promised Date:	Date Last Updated: 09/13/2016 04:07:34 PM	User Last Updated: j.bee																																			
Quantity	UOM	Unit Cost	Discount %	Tax Rate	Weight	Extended Amount	No Bid	No Charge																													
1.0	EA	\$34.20	2.0%	0.0%	\$0.00	\$33.52	No	No																													