

Metropolitan Area Planning Council

# Beverages for Schools



## Invitation for Bids

IFB #MAPC 2021 Beverages

Solicited on behalf of the following Cities and Towns, and School Districts: Acton-Boxborough Regional Schools, Acushnet Public Schools, Andover Public Schools, Arlington Public Schools, Ashland Public Schools, Assabet Valley Regional Technical High School, Auburn Public Schools, Bellingham Public Schools, Belmont Schools, Berlin-Boylston, Billerica Public Schools, Blackstone-Millville RSD, Braintree Public Schools, Brookline Public Schools, Burlington Public Schools, Dartmouth Public Schools, Dedham Public Schools, East Longmeadow, Franklin County Technical School, Gateway Regional School District, Gloucester Public Schools, Greater Lawrence Technical School, Greenfield Public Schools, Hadley Public Schools, Hampshire Regional School District, Hingham Schools, Holliston Public Schools, Ipswich Public Schools, Keefe Regional Technical School, Littleton Public Schools, Ludlow Public Schools, Methuen Public Schools, Milford Public Schools, Milton Public Schools, Nashoba Regional, Needham Schools, Orange Elementary School District, Ralph C. Mahar RSD, Reading Public Schools, Silver Lake, Kingston and Halifax, Smith Vocational and Agricultural High School, Somerville Public Schools, South Hadley, South Shore Regional Vo-Tech, Southern Berkshire Regional School District, Stoughton Public Schools, Tri-County RVTHS, Wachusett Regional School District, Wakefield Schools, Waltham Public Schools, Watertown Public Schools, Whitman-Hanson RSD and any other school districts within the Commonwealth of Massachusetts.

## Legal Notice

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**The Metropolitan Area Planning Council (MAPC), invites bids for the supply of Beverages** 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 offering the lowest aggregate price for the specified goods. The term of the contract will be from July 1, 2021 to June 30, 2023.

Solicited on behalf of the following Cities and Towns, and School Districts: Acton-Boxborough Regional Schools, Acushnet Public Schools, Andover Public Schools, Arlington Public Schools, Ashland Public Schools, Assabet Valley Regional Technical High School, Auburn Public Schools, Bellingham Public Schools, Belmont Schools, Berlin-Boylston, Billerica Public Schools, Blackstone-Millville RSD, Braintree Public Schools, Brookline Public Schools, Burlington Public Schools, Dartmouth Public Schools, Dedham Public Schools, East Longmeadow, Franklin County Technical School, Gateway Regional School District, Gloucester Public Schools, Greater Lawrence Technical School, Greenfield Public Schools, Hadley Public Schools, Hampshire Regional School District, Hingham Schools, Holliston Public Schools, Ipswich Public Schools, Keefe Regional Technical School, Littleton Public Schools, Ludlow Public Schools, Methuen Public Schools, Milford Public Schools, Milton Public Schools, Nashoba Regional, Needham Schools, Orange Elementary School District, Ralph C. Mahar RSD, Reading Public Schools, Silver Lake, Kingston and Halifax, Smith Vocational and Agricultural High School, Somerville Public Schools, South Hadley, South Shore Regional Vo-Tech, Southern Berkshire Regional School District, Stoughton Public Schools, Tri-County RVTHS, Wachusett Regional School District, Wakefield Schools, Waltham Public Schools, Watertown Public Schools, Whitman-Hanson RSD 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](mailto:mfine@mapc.org) beginning February 26, 2021. MAPC reserves the right to cancel this bid, waive informalities, and to reject any or all bids.

Advertisements placed as follows:

MAPC Posted: Friday, February 26, 2021

COMM Buys Friday, February 26, 2021

Goods & Services Bulletin Published: Friday, February 26, 2021

Boston Herald Published: Friday, February 26, 2021

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## Section 1 - General Information

### 1. OVERVIEW

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 and services highlighted in this IFB. . A listing of the participating school districts including their name, address, enrollment and contact information is provided as part of this solicitation as **Attachment 2**. Participation in the Beverage bid is at the sole discretion of the Food Service Director in each district.

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

### 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:	Friday, February 26, 2021
Boston Herald Published:	Friday, February 26, 2021
Comm Buys Posted:	Friday, February 26, 2021
MAPC Posted:	Friday, February 26, 2021
Bid Documents Available by request to MAPC	Friday, February 26, 2021
Vendor conference Zoom meeting	11:00 AM, Monday, March 22, 2021
Last day to submit formal questions to MAPC	Monday, March 29, 2021
Final formal addenda and question responses provided by MAPC	Wednesday, March 31, 2021
Bids are due via electronic submission to MAPC	5 PM, Friday, April 9, 2021
Bid opening at MAPC offices in Boston	12:30 PM, Tuesday, April 13, 2021
Delivery times and arrangements between vendor and districts set	Tuesday, June 1, 2021
Bid items in stock and ready for delivery. Coolers and vending machines delivered.	Monday, August 16, 2021

### 3. BID DOCUMENTS AVAILABLE

Bid documents will be made available on Friday, February 26, 2021 by submitting a request for IFB # MAPC 2021 Beverages 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](mailto: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.

### 4. VENDOR CONFERENCE

There will be a Vendor Zoom conference on Monday, March 22, 2021 at 11 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.

Time: Mar 22, 2021 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/96135299270?pwd=ODIWUytsdEpqZ3hrU1M4WkQxc2NYZz09>

Meeting ID: 961 3529 9270

Passcode: 224874

Dial by your location.

- +1 312 626 6799 US (Chicago)
- +1 646 876 9923 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 408 638 0968 US (San Jose)
- +1 669 900 6833 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)

Meeting ID: 961 3529 9270

Find your local number: <https://zoom.us/u/acxWOUmGft>

## Section 2 – Bid Submission

### 5. BID SUBMITTAL

Bid must be submitted electronically by 5 PM on Friday, April 9, 2021.

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: [MAPC2021Beverages@mapc.org](mailto:MAPC2021Beverages@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 Monday, March 22, 2021.

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. BEVERAGE BID WORKSHEET

The Beverage Bid Worksheet is **Attachment 1**. Vendors must provide pricing on ALL line items included on the Bid Worksheet. Only the items listed on the Beverage Bid Worksheet tab will be evaluated for the award. However, the group is also requesting pricing for all other beverages that comply with Massachusetts 105 CMR 225.000: NUTRITION STANDARDS FOR COMPETITIVE FOODS AND BEVERAGES IN PUBLIC SCHOOLS (The "A" list). Enter these items on the Supplemental Item Pricing tab. The PDF Document "Massachusetts 105 CMR 225" is included with this solicitation as a reference as **Attachment 3**. For more information on the John Stalker A List, please visit:

[HTTPS://JOHNSTALKERINSTITUTE.ORG/RESOURCES/SCHOOL-SNACKS/ALIST/](https://JOHNSTALKERINSTITUTE.ORG/RESOURCES/SCHOOL-SNACKS/ALIST/)

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.

Please enter you company name on the Worksheet tab by double clicking on the tab itself.



For each item on the Beverage Bid worksheet sheet, please enter following (yellow columns):

- ***Brand and item to be provided*** - enter the brand and item code in this cell.
- ***Actual Case Size*** – the number of units in the case, i.e. “200”. If this is the same as the “Base Case Size” you may leave it blank. This will adjust the projection based on differences in pack size. This cell accepts numerical entries only.
- ***Price per Case*** - enter the price per case, not the unit cost.
- ***Comment*** – any notes or comments about the item.

Please enter any supplemental items on the Supplemental Items tab.

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.

The vendor certifies with the submission of the **Buy American Attestation** that all items included in this proposal comply with the above definition of “domestic”.



## 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):

1. General Bid Form
2. Statement of Competency
3. Certificate of Non-Collusion
4. Certificate of Tax Compliance
5. Certificate of Compliance for Federally Funded Procurement
6. Conflict of Interest Certification
7. Certificate of Compliance with M.G.L. c. 151B
8. Certificate of Non-Debarment
9. Lobbying Activities
10. Equal Opportunity Requirements
11. HUB Certification
12. Acknowledgement of Specifications
13. Right to Know Law Page
14. Buy American Attestation
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 Beverage Bid Worksheet, providing information from each participating school district based on projected usages. 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](mailto:mfine@mapc.org). No substantive inquiries will be accepted after

Monday, March 29, 2021 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, March 29, 2021, 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 Wednesday, March 31, 2021.

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 5 PM on Friday, April 9, 2021. They will be publicly opened and read aloud at 12:30 AM on Tuesday, April 13, 2021. Bids will be made available for inspection on-site for a reasonable period of time after all bids are opened.

**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 12:30 PM 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

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### 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 Beverages.
- 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  
amended.

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

**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

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### 21. RULE OF AWARD

The Beverage Bid will be awarded to a single responsive and responsible vendor for the 2021-2022 and 2022-2023 school years based on the aggregate bottom line total of the bid worksheet. MAPC, in consultation with participating school districts, reserves the right to reject any bid in part or in whole based on past performance of the vendor and/or the best interests of any or all of the members of the group.

### 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. All bid prices submitted in response to this IFB must remain firm for the entire contract period.

### 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 fixed pricing for the 2021-2022 and 2022-2023 school years, beginning July 1, 2021 and ending June 30, 2023. A signed contract with MAPC will result from this IFB. The Contract will be in effect from July 1, 2021 until June 30, 2023.

This award may be extended for the 2023-2024 school year at terms mutually agreeable to all parties.

If the award is extended beyond the 2022-2023 school year, the winning vendor may adjust pricing. This may be a price increase or a price decrease, based on market conditions.

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.

Use of resulting contracts is voluntary. 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.

## **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

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### 27. QUALITY REQUIREMENTS AND PERFORMANCE STANDARDS

Beverages 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 winning vendor shall provide beverage coolers or vending machines, as requested by the individual districts. The numbers and type of cooler or machine will be determined by each district individually after the award.

There shall be no additional charge, either direct or indirect for the use of the coolers.

Coolers and vending machine shall be in good repair and sanitary when delivered.

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.

Pricing shall include delivery charges, prepaid by the vendor.

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.

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

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.

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

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 are to have a sufficient code date for normal usage.

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.

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 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.

Deliveries shall normally take place Monday-Friday between 6:00 a.m. and 1:00 p.m.

### **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 \$400 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](mailto: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 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

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### 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.

The vendor certifies with the submission of the **Buy American Attestation** that all items included in

this proposal comply with the above definition of “domestic”.

#### **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

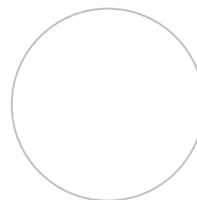
\_\_\_\_\_  
Fax

\_\_\_\_\_  
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

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)

\_\_\_\_\_  
Name (as used for tax filing)

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

\_\_\_\_\_  
SS# or Federal ID#

\_\_\_\_\_  
Title

\_\_\_\_\_  
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)

---

Printed Name

---

Title

---

Name (as used for tax filing)

---

SS# or Federal ID#

---

Date

## Lobbying Activities

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 my 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

## Buy American Attestation

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.

I hereby certify that each item included in this submission meets the criteria for a domestic commodity or product as defined above. Documentation for specific items shall be provided upon request of the group.

---

Company Name

---

Authorized Representative Name (Printed)

---

Authorized Signature

---

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 2020 Beverages for Schools** 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**: Beverages.

#### **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 warrantee 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 2020 Beverages for Schools attached in Exhibit B; and the **Vendor's** Bid attached in Exhibit E. 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, 2023, 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, 2024.
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

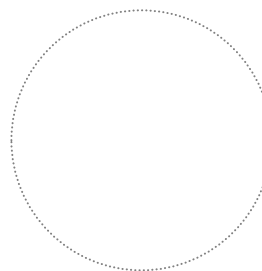
\_\_\_\_\_  
\* Title

\_\_\_\_\_  
\* 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

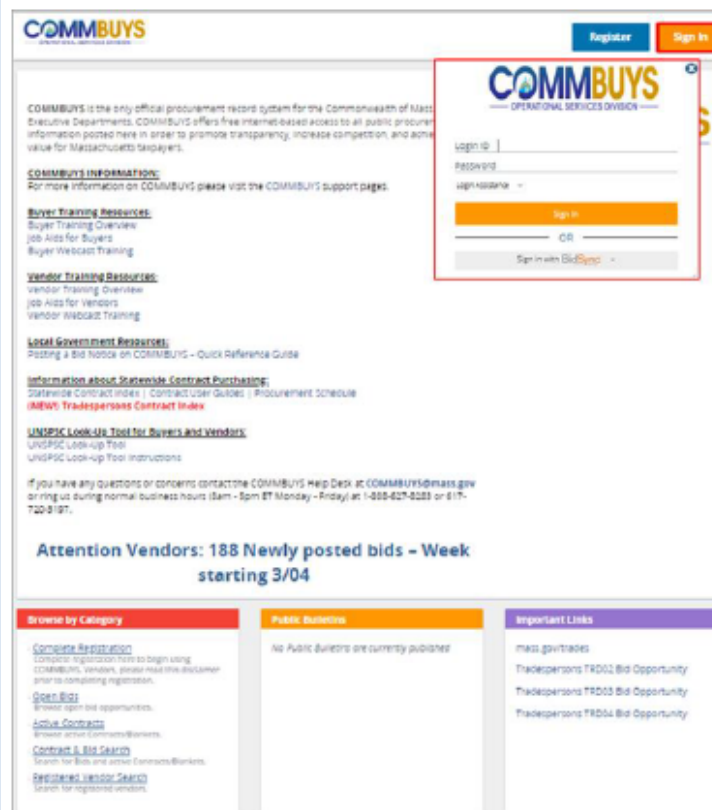
#### Of Special Note:

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

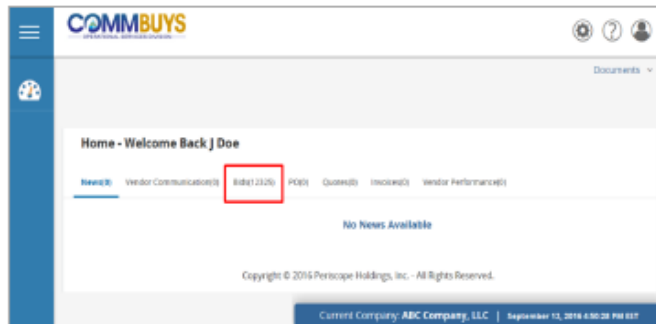
##### Step 1: Launching COMMBUYS

1. Enter the uniform resource locator (URL) address for COMMBUYS (<https://www.commbuys.com>) or ([commbuys.com](https://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

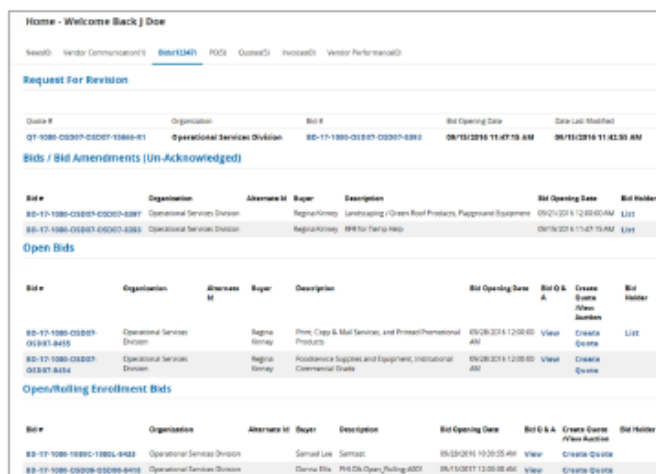
### Screenshot



### 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.

### Acknowledge Receipt and View Solicitation

**Bid #** BD-17-1080-OSD07-OSD07-8455  
**Bid Description** Print, Copy & Mail Services, and Printed Promotional Products

Click Yes to acknowledge the download of the bid. When you acknowledge a bid, you may receive any future correspondence regarding this document. If you do not want to acknowledge click No, and the bid will be displayed. Do you want to continue?

Yes No

Copyright © 2016 Periscope Holdings, Inc. - All Rights Reserved.

#### 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**

<b>Bid Number:</b>	BD-17-1080-OSD07-OSD07-8455	<b>Description:</b>	Print, Copy & Mail Services, and Promotional Products	<b>Bid Opening Date:</b>	09/28/2016 12:00:00 AM
<b>Purchaser:</b>	Peggy Kinsky	<b>Organization:</b>	Operational Services Division	<b>Allow Electronic Quote:</b>	Yes
<b>Department:</b>	OSD07 - OSD TRAINING	<b>Location:</b>	OSD07 - OSD TRAINING	<b>Available Date:</b>	09/28/2016 10:54:04 AM
<b>Fiscal Year:</b>	17	<b>Type Code:</b>	SW - Statewide Solicitation	<b>Informal Bid Flag:</b>	No
<b>Alternate Id:</b>		<b>Required Date:</b>		<b>Open Enrollment Enabled:</b>	<input type="checkbox"/>
<b>Info Contact:</b>		<b>Bid Type:</b>	OPEN		
<b>Purchase Method:</b>	Open Market	<b>Rolling Enrollment Enabled:</b>	<input type="checkbox"/>		

**Pre-Bid Conference:**

**Bulletin Desc:**

**Ship to Address:** OSD Training  
1 Airborne Place  
Suite 1017  
Boston, MA 02108  
US  
Email: rosalpercepaholdings.com  
Phone: (120406.7890)

**Bill to Address:** Accounts Payable  
1 Airborne Place  
Room 1017  
Boston, MA 02108  
US  
Email: rosalpercepaholdings.com  
Phone: (120406.7890)

**Print Format:** Bid Print

**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	LCN#	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Back				
<b>Manufacturer:</b>		<b>Brand:</b>				
<b>Make:</b>		<b>Packaging:</b>				

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														
<p><b>Item Information</b></p> <p><b>Item # 8: (82-12 - 15) Printing Services</b></p> <p>U N S P S C Code: 85.12.13 Printing</p> <table border="1"> <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>1.8</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> <input type="button" value="Print Page"/> <input type="button" value="Create Quote"/> <input type="button" value="Bid Q &amp; A"/> <input type="button" value="Exit"/> </p>	Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost	1.8		EA - Each					<p><b>Step 6: Creating Quotes</b></p> <ol style="list-style-type: none"> <li>1. Click the <b>Create Quote</b> button at the bottom of the <b>Bid Summary</b> page to open the <b>New Quote</b> page.</li> </ol>
Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost									
1.8		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 &amp; Conditions is not acknowledged.' The 'Quote Validation Warnings' section shows a yellow message: 'Your quote has not been submitted.' Below these sections, the quote details are displayed: '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'.</p>	<p><b>Step 8: Reviewing System Messages</b></p> <ol style="list-style-type: none"><li>1. Once you click <b>Save &amp; Continue</b> the page will refresh itself and display two system messages and a <b>Quote Number</b>.</li><li>2. The following messages will be displayed:<ul style="list-style-type: none"><li>• 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.</li><li>• A yellow warning that reads: <b>Your quote has not been submitted.</b> There is no further action required to resolve this informational message.</li></ul></li><li>3. Click on the <b>Items</b> tab to continue creating your quote.</li></ol>



## 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 Column: 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 Perspectix Holdings, Inc. - All Rights Reserved. Current Company: CompuTrain XXI | March 15, 2021 2:04 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 Column: 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	251.00	0.0%	6.0%	0.00	\$251.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Quote Response Total: \$251.00

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

Save & Continue

Current Company: CompuTrain VI | March 15, 2021 3:01 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><b>Quote Validation Errors</b> Terms &amp; Conditions is not acknowledged.</p><p><b>Quote Validation Warnings</b> Your quote has not been submitted.</p><p>Quote QT-1080-OSD07-OSD07-15710 - ABC Company, LLC</p><p>General Items Questions Subcontractors Notes <b>Terms &amp; Conditions</b> Attachments Summary <a href="#">Back to Bid</a></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 &amp; 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 &amp; conditions, please note the exceptions below:</p><div></div><p><a href="#">Save &amp; Continue</a></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><b>Step 10: Accepting Terms &amp; Conditions</b></p> <ol style="list-style-type: none"><li>1. Click the radio button next to <b>Yes</b> to accept the Terms &amp; Conditions.</li><li>2. Click <b>Save &amp; Continue</b>.</li><li>3. Click on the <b>Attachments</b> tab.</li></ol> <p><b>Note:</b> Any files attached to the Bid Solicitation (such as the RFR) can also be found on the <b>Terms &amp; Conditions</b> 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 active. A message indicates that marking an item as "Confidential" will restrict its visibility. Under the "Files" section, there is a button labeled "Add File" to upload attachments. A red box highlights this "Add File" button. The status "No File Attachments" is shown above the button. The footer contains the copyright notice "Copyright © 2016 Periscope Holdings, Inc. - All Rights Reserved."This screenshot shows the "Add File" page in the COMMBUYS system. It includes fields for "Name" (pre-filled with "Business Reference Form"), "Description" (pre-filled with "Lists three of my recent customers"), "File" (with a "Browse..." button), "Location" (pre-filled with "00020006"), and a "Confidential" checkbox which is checked. An "Add File" button is at the bottom. A file explorer window is overlaid on the page, showing the contents of the "Quote Documents" folder, which includes files like "Completed Business Reference Form.docx" and "Cost Sheet.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	Uploaded By	Uploaded 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"/>
SDP 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**

<b>Quote #</b> : QT-1080-OSD07-OSD07-15710	<b>Bid #</b> : 80-17-100-00007-00007-0000	<b>Status</b> : Pending
<b>Organization</b> : Operational Services Division	<b>Delivery Date</b> : 0	<b>Discount Percent</b> : 0
<b>Description</b> : Print, Copy & Mail Services, and Project Management Services	<b>Alternate Bid</b> : No	<b>Shipping Term</b> : Payment Term
<b>Bid Type</b> : Invitation for Bid	<b>Ship Via Name</b> : Info Center	<b>Payment Term</b> : Quote Total
<b>Printed Date</b> : 06/23/2016 10:23:12 AM	<b>User Last Updated</b> : J Doe	

**Attachments**

**Agency Name**:  
**Agency Name**:  
**Vendor Code**:  
**Vendor Name**:

**Quote Information**

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

Quantity	Unit	Unit Price	Amount	Tax Rate	Tax	Amount	Notes	Discount
1.0	ea	\$0.00	0.00	0.0%	\$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**

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

General Items Questions Subcontractors Notes Terms & Conditions Attachments2 **Summary** Back to Bid

**Header Information**

<b>Quote #:</b> QT-1080-OSD07-OSD07-15710	<b>Bid #:</b> BD-17-1080-OSD07-OSD07-8495	<b>Status:</b> Submitted
<b>Organization:</b> Operational Services Division	<b>Delivery Days:</b> 0	<b>Discount Percent:</b> 0.0
<b>Description:</b> Print, Copy & Mail Services, and Printed Promotional Products	<b>Alternate Bid:</b> No	<b>Shipping Terms:</b>
<b>Bid Flag:</b>	<b>Ship Via Terms:</b>	<b>Payment Term:</b>
<b>Freight Terms:</b>	<b>Info Contact:</b>	<b>Quote Total:</b> \$33.52
<b>Promised Date:</b>	<b>Date Last Updated:</b> 09/23/2016 04:07:34 PM	<b>User Last Updated:</b> j.bee
<b>Comment:</b>		
Vendor accepts the terms & conditions with no exceptions.		

**Attachments**

**Agency Files:**

**Agency Forms:**

**Vendor Files:** Business Reference Form  
SDP Plan Form 1.docx

**Item Information**

**Print Sequence # 1.0 : ( 82-12 - 15 ) Printing Services**

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

Print Withdraw Quote

**Directions**

**Step 15: Withdrawing Quotes After Submission**

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.

For more information on withdrawing quotes, please read the **Withdraw, Reopen, and Resubmit a Quote in COMMBUYS** job aid.