



REQUEST FOR PROPOSAL – Produce Response Form

Please complete each section of this form and return with the other required documents.

1. What zone(s) are you submitting a response for?

- | | |
|---------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Northern | <input type="checkbox"/> Western |
| <input checked="" type="checkbox"/> Central | <input checked="" type="checkbox"/> Seacoast |
| <input type="checkbox"/> Eastern | <input checked="" type="checkbox"/> Nashua |

2. Please enter your fixed fee for delivery for each full case. The winning vendor will add this fee to the midpoint of the Mostly High / Low price from the previous Thursday's Market Report from the Boston Terminal Market to calculate the final delivered case cost.

Fixed fee per case: \$4.95

3. Please describe your delivery schedule (order and delivery days and times) for the schools in the region(s) you are bidding:

Deliveries are available Monday through Friday. Most deliveries should arrive by noon.

4. Describe the lead time on bid and non-bid precut items.

We request 24-hour notice for orders of precut items. Orders called in before 9:00 AM will be ready for next day delivery.

5. What is the availability of non-bid precut items and how is the pricing determined?

Non-bid precut items are available to a school that desires it. Pricing is determined as follows:

Raw product/packaging cost + Labor + Delivery + Profit

6. What is the availability of broken cases and how is the pricing determined?

Broken cases are available with few exceptions (e.g., broccoli crowns). Prices are determined as follows:

Half case cost = Case cost x 0.50 + \$1.50

Cost by each or pound = Case cost / # items/case x 0.65


7. What is your minimum delivery size in dollars?

\$25.00

8. Please describe your pickup and credit policy.

If an item needs to be returned, we will pick up the following day and either replace the item or credit the original invoice. If an item is short (e.g., out of stock) or returned while the driver is making the delivery, we will credit the invoice for the item on the same day.

Printed Name: Marc J Saunders

Authorized Signature: 

Company: M Saunders Inc.

Date: May 27, 2022

General RFP Form

The accompanying Forms & Documentation are hereby submitted as an RFP 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.

M. Saunders, Inc.
Company Name

Marc Saunders
Contact Person

12 Interstate Dr
Street

603-692-0005
Phone

Somersworth, NH 03878
City, State, Zip

603-692-7200
Fax

MSaundersinc@comcast.net
Email

Bidder acknowledges receipt of the Invitation for RFPs (IFB) and Addendum No(s), Produce, dated April 8, 2022, and submits the attached RFP for this Invitation for RFPs to the New Hampshire Buying Group (NHBG), 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 award.

Authorized Agent of the Bidder:

Marc Saunders
Signature

M Saunders Inc.
Name (as used for tax filing)

Marc Saunders
Printed Name

02-0311719
SS# or Federal ID#

President
Title

May 20, 2022
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 New Hampshire.

Authorized Agent of the Bidder:

Marc Saunders

Signature

M Saunders Inc.

Name (as used for tax filing)

Marc Saunders

Printed Name

02-0311719

SS# or Federal ID#

President

Title

May 20, 2022

Date

Certificate of Non-Collusion

"The undersigned certifies under penalties of perjury that this RFP 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:

Marc Saunders
Signature

M Saunders Inc.
Name (as used for tax filing)

Marc Saunders
Printed Name

02-0311719
SS# or Federal ID#

President
Title

May 20, 2022
Date

Certificate of Tax Compliance

"I certify under the penalties of perjury that to my best knowledge and belief the undersigned has complied with all laws of the State relating to taxes, reporting of employees and contractors, and withholding and remitting child support."

Authorized Agent of the Bidder:



Signature

M. Saunders Inc.

Name (as used for tax filing)

Marc Saunders

Printed Name

02-0311719

SS# or Federal ID#

President

Title

MAY 20, 2022

Date

Certification of Compliance for Federally Funded Procurement

Certification of Compliance for Federally Funded Procurement

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

Authorized Agent of the Bidder:

Marc Saunders
Signature

M Saunders Inc.
Name (as used for tax filing)

Marc Saunders
Printed Name

02-0311719
SS# or Federal ID#

President
Title

May 20, 2022
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.

Authorized Agent of the Bidder:

Marc Saunders
Signature

M Saunders Inc.
Name (as used for tax filing)

Marc Saunders
Printed Name

02-031-1719
SS# or Federal ID#

President
Title

May 20, 2022
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 NHBG and involved municipalities within one (1) business day of such debarment, suspension, or prohibition from practice.

Authorized Agent of the Bidder:

Marc Saunders
Signature

M Saunders Inc.
Name (as used for tax filing)

Marc Saunders
Printed Name

02-031-1719
SS# or Federal ID#

President
Title

May 20, 2022
Date

Lobbying Activities

Lobbying

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

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

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

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

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

Authorized Agent of the Bidder:

Marc Saunders
Signature

M Saunders Inc.
Name (as used for tax filing)

Marc Saunders
Printed Name

02-031-1719
SS# or Federal ID#

President
Title

May 20, 2022
Date

Equal Opportunity Requirements

I certify that all information, statements, and pricing made in my RFP 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 NHBG as grounds to terminate the award.

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:

Marc Saunders
Signature

M Saunders Inc.
Name (as used for tax filing)

Marc Saunders
Printed Name

02-031-1719
SS# or Federal ID#

President
Title

May 20, 2022
Date

HUB Certification

Vendors submitting RFPs 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 RFP. I certify that my company has been certified as a Historically Underutilized Business (HUB). (Attach a copy of the HUB Certification to this form.)

Authorized Agent of the Bidder:

Marc Saunders
Signature

M Saunders Inc.
Name (as used for tax filing)

Marc Saunders
Printed Name

02-031-1719
SS# or Federal ID#

President
Title

May 20, 2022
Date

Acknowledgement of Specifications

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

Authorized Agent of the Bidder:

Marc Saunders
Signature

M Saunders Inc.
Name (as used for tax filing)

Marc Saunders
Printed Name

02-031-1719
SS# or Federal ID#

President
Title

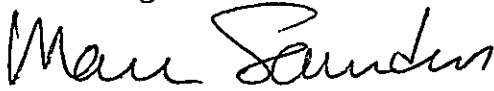
May 20, 2022
Date

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.

Authorized Agent of the Bidder:



Signature

M Saunders Inc.

Name (as used for tax filing)

Marc Saunders

Printed Name

02-031-1719

SS# or Federal ID#

President

Title

May 20, 2022

Date

Attachment 5

Buy American Exception Form

USDA Memo SP-38-2017, 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 product.

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:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
AND/OR
2. 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.

I hereby certify that the following product is exempt from the Buy American Provision for the reason(s) stated:

Product:	Bananas
----------	---------

Exception 1 and/or 2 (from above):	1
------------------------------------	---

If citing Exception 2, (price), please provide the following:

	Case Size	Price
Domestic Item:		
Imported item:		

M Saunders Inc.

Company Name

Marc Saunders

Authorized Representative Name (Printed)

Marc Saunders
Signature

May 20, 2022
Date

Attachment 5

Buy American Exception Form

USDA Memo SP-38-2017, 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 product.

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:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
AND/OR
2. 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.

I hereby certify that the following product is exempt from the Buy American Provision for the reason(s) stated:

Product:	Berries (Seasonal)
----------	--------------------

Exception 1 and/or 2 (from above):	1
------------------------------------	---

If citing Exception 2, (price), please provide the following:

	Case Size	Price
Domestic Item:		
Imported item:		

M Saunders Inc.

Company Name

Marc Saunders

Authorized Representative Name (Printed)

Marc Saunders
Signature

May 20, 2022
Date

Attachment 5

Buy American Exception Form

USDA Memo SP-38-2017, 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 product.

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:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- AND/OR**
2. 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.

I hereby certify that the following product is exempt from the Buy American Provision for the reason(s) stated:

Product:	Grapes, Seedless Red & Green (Seasonal)
----------	-----------------------------------------

Exception 1 and/or 2 (from above):	1
------------------------------------	---

If citing Exception 2, (price), please provide the following:


	Case Size	Price
Domestic Item:		
Imported item:		


M Saunders Inc.

Company Name

Marc Saunders

Authorized Representative Name (Printed)


Signature


Date

Attachment 5

Buy American Exception Form

USDA Memo SP-38-2017, 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 product.

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:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- AND/OR**
2. 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.

I hereby certify that the following product is exempt from the Buy American Provision for the reason(s) stated:

Product:	Kiwi
----------	------

Exception 1 and/or 2 (from above):	1
------------------------------------	---

If citing Exception 2, (price), please provide the following:

	Case Size	Price
Domestic Item:		
Imported item:		

M Saunders Inc.

Company Name

Marc Saunders

Authorized Representative Name (Printed)



Signature

May 20, 2022
Date

Attachment 5

Buy American Exception Form

USDA Memo SP-38-2017, 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 product.

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:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.

AND/OR

2. 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.

I hereby certify that the following product is exempt from the Buy American Provision for the reason(s) stated:

Product:	Pineapple
----------	-----------

Exception 1 and/or 2 (from above):	1
------------------------------------	---

If citing Exception 2, (price), please provide the following:

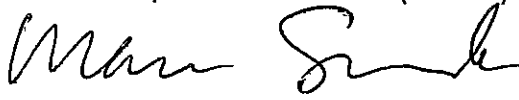
	Case Size	Price
Domestic item:		
Imported item:		

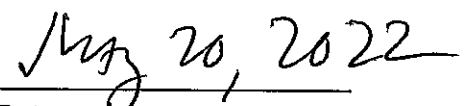
M Saunders Inc.

Company Name

Marc Saunders

Authorized Representative Name (Printed)


Signature


Date