



**REQUEST FOR PROPOSAL – Produce Response Form**

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

1. 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

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

Deliveries are available Monday through Saturday. Most Deliveries should be done by Noon.

3. Describe the lead time on bid and non-bid pre-cut items.

We ask 24 hour notice for Pre-Cut Items Orders called in before 9:00 AM. Will be ready for next day delivery.

4. What is the availability of non-bid pre-cut items and how is the pricing determined?

Non Bid Pre-Cut is Available to any School that desires it. Pricing is determined by Raw Product Cost/ Packaging + Labor + RE + Delivery + Profit= Charge

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

Broken case are always available with the exception of a few Products.

Half Cases are Costx.50 +1.50+ Total

Eachs and Pounds are Cost divided by Case amount x .65+ Total

6. What is you minimum delivery size in dollars?

\$ 25.00

7. Please describe your pickup and credit policy.

If an Item needs to be returned we will Pick up the following day and either replace item or credit the original invoice. If an Item is short or returned while the driver is making the delivery we will credit the invoice that the item was on.

8. Please describe the availability of local produce. Also, can you identify local items on your invoices?

Typically Local Produce is very seasonal Corn, Cukes, Squash, Tomatoes, and Apples. We will Mark Item

Printed Name: Marc J Saunders

Authorized Signature: 

Company: M Saunders Inc.

Date: 04/02/2020

## Attachment 4

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

M Saunders Inc.

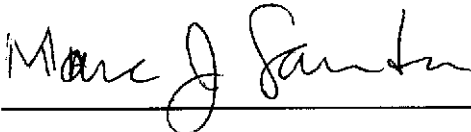
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Company Name

Marc J Saunders

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Authorized Representative Name (Printed)



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Authorized Signature

04/02/2020

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Date

## Attachment 6

### 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.

M Saunders Inc


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Company Name

Marc J Saunders

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Authorized Representative Name (Printed)

  
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Authorized Signature

04/02/2020

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Date

## Attachment 7

### 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.)

M Saunders Inc

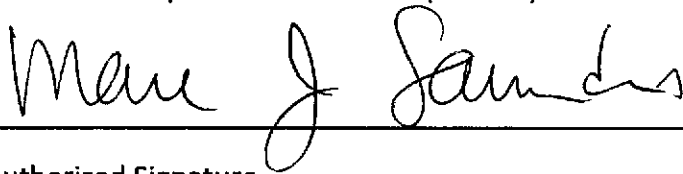
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Company Name

Marc J Saunders

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Authorized Representative Name (Printed)



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Authorized Signature

02/02/2020

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Date

## Attachment 8

### 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.

M Saunders Inc

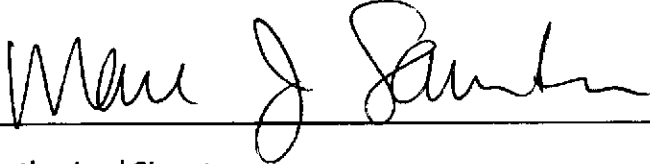
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Company Name

Marc J Saunders

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Authorized Representative Name (Printed)



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Authorized Signature

04/02/2020

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Date

# Attachment 9

## 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 and Green Seasonal
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Exception 1 and/or 2 (from above):	1
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If citing Exception 2, (price), please provide the following:

	Case Size	Price
Domestic Item:		
Imported item:		

**M Saunders Inc**

Company Name

**Marc J Saunders**

Authorized Representative Name (Printed)

*Marc J Saunders*

Authorized Signature

**04/02/2020**

Date

# Attachment 9

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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/ Not grown in US
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Exception 1 and/or 2 (from above):	1
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If citing Exception 2, (price), please provide the following:

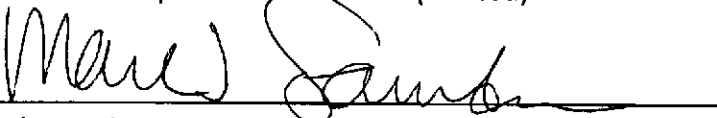
	Case Size	Price
Domestic Item:		
Imported item:		

**M Saunders Inc**

Company Name

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Date



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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/ Not Grown in US
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Exception 1 and/or 2 (from above):	1
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If citing Exception 2, (price), please provide the following:

	Case Size	Price
Domestic Item:		
Imported Item:		

**M Saunders Inc**

Company Name

**Marc J Saunders**

Authorized Representative Name (Printed)

*Marc J Saunders*  
Authorized Signature

**04/02/2020**

Date

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- 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
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Exception 1 and/or 2 (from above):	1
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If citing Exception 2, (price), please provide the following:

	Case Size	Price
Domestic Item:		
Imported item:		

**M Saunders Inc**

Company Name

**Marc J Saunders**

Authorized Representative Name (Printed)

*Marc J Saunders*

Authorized Signature

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**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
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Exception 1 and/or 2 (from above):	1
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If citing Exception 2, (price), please provide the following:

	Case Size	Price
Domestic Item		
Imported item		

**M Saunders Inc**

Company Name

**Marc J Saunders**

Authorized Representative Name (Printed)



Authorized Signature

**04/02/2020**

Date