

**REQUEST FOR RESPONSE: Specialty Crops Funding - RFR#AGR- SC01**

**Procuring Department: Food and Agriculture**

**Date: November 1, 2001**

**Contract Type: Maximum Obligation \$250,000.**

**Contact: Kent Lage**

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**Procurement Calendar:**

Release RFR on Comm-Pass: November 15, 2001

Response Proposals Due: January 16, 2002 by the end of business

Anticipated Award Date: On or before March 17, 2002.

Contracts must be fully completed by June 30, 2003.

Simultaneous with awards will be the release of the RFR for a Round 2, if funding is available. See below for details.

- 1) Description of Purpose of Procurement:** The Department has received \$890,000 from the United States Department of Agriculture's federal agricultural economic assistance package, which is targeted to "Specialty Crops." As defined by USDA, Specialty Crops are to mean, "Any agricultural crop, except wheat, feed grains, oilseeds, cotton, rice, peanuts and tobacco." This can include non-food crops like nursery, floriculture, or Christmas trees. Dairy, livestock, and aquaculture groups are eligible to submit proposals but will not be considered as competitive as proposals that involve a specialty crop. Crop commodities will be given priority.

The Department of Food & Agriculture requires response proposals that clearly promote Massachusetts agriculture from Massachusetts agricultural organizations and other agricultural entities that directly support agricultural initiatives, including commodity groups, cooperatives, non-profit organizations, and collaboratives, whether local or regional. Responses must be from a legally recognized entity, organization, or person who will act as the contractor and sign the contracts with the Commonwealth as the responsible party. Loose affiliations, collaboratives, or other informal organizations may participate and even develop ideas for proposals, but such groups must partner with a legally recognized entity that will execute a contract and be fully responsible for the completion of the contract and associated requirements. The actual work of the proposal may be undertaken by the informal organization(s) so long as the legally recognized contractor assumes full responsibility for the successful completion of the proposal.

The categories of this funding, as defined by USDA, are 1) market promotion 2) food safety 3) research, 4) pest and disease prevention, control and eradication in agricultural commodities or 5) other areas that will benefit agriculture in the Commonwealth. The funds are for one year only. Farmers who wish to seek funding to undertake particular activities on their own farms are not eligible. Equipment and construction cannot be purchased with these funds.

Proposals shall support an agricultural commodity and/or an entire agricultural sector. One group or sector may submit more than one application under one or more categories. The Department reserves the right, in its sole discretion, to decide whether or not to fund proposals, either in part or in whole, and/or to limit total amount awarded to any one agricultural group, crop, or sector. Matching funds, either in cash and/or in-kind services, shall be provided in the proposals.

The Department reserves the right, in the event that funds are available, to conduct a second round, which will be announced simultaneously with awards for Round 1 on or before March 17, 2002.

The RFR will be exactly the same as this one with the exception of deadlines and amount of funds available and will be released in the same manner. The contract completion date will be the same as for Round 1, i.e. June 30, 2003.

**(2) Acquisition Method:** Fee for service

**(3) Number of Vendors Required:** Multiple.

**(4) Single or Multiple Department Users:** Single. Only the Department of Food & Agriculture may contract under RFR#AGR-SC01.

**(5) Anticipated Contract Duration including Renewal Options:** RFR will be posted on November 15, 2001. Response proposals must be received by close of business of January 16, 2002. The Department anticipates that awards will be made on or before March 17, 2002. The duration of each contract will be through June 30, 2003.

**(6) Anticipated Expenditures, Funding or Compensation** (Amounts indicated herein are only estimates. In developing contracts for selected proposals, amounts may increase or decrease based on contract negotiations, prior performance, appropriation, availability of funds, or any other fiscal management concern that is relevant.) Estimated value of procurement: \$890,000. Each contract will be capped at a maximum of \$250,000. In order to distribute funds as broadly as possible, the Department encourages requests well below the maximum. DFA hopes to distribute funds widely to multiple contractors to assist a broad range of activities and commodities.

The Department will provide partial funding in advance but shall retain up to 10% of the total contract. The Department reserves the right to retain a higher percentage of small contracts. This retainer will be released upon department receipt and approval of required documentation to substantiate expenditures. A report, satisfactory to the Department, must be provided summarizing the project and its results and/or findings. The Department reserves the right to alter payment schedules that are proposed by a qualified contractor.

**(7) Contract and Performance Specifications:** Proposals shall be designed to accomplish, at a minimum, the following: identify one or more obstacles or opportunities that impact the commodity or the agricultural

sector as a whole; develop a plan to address one or more obstacle or opportunity; identify measures that can quantify the results or outcome of the proposals; and demonstrate how the proposal will improve the viability, economic potential, and environmental viability of the Specialty Crops and/or Massachusetts agriculture in whole.

**A. The categories for proposals as defined by USDA are:**

1. *Market promotion.* Contractor, at the conclusion of the work but before expiration of the contract, must provide a plan, an outreach document, promotional marketing materials, proof of a seminar/workshop, a report, statistical analysis and/or other materials as defined in the contract, detailing the results of the proposed project.
2. *Food safety.* Proposals must contain education and outreach components including any printed documents.
3. *Research.* Must be for applied research that can improve marketability or viability of the crop. The research can be related to pest management, food safety, marketing or any other Ag-related matter but must be directed to practical application and not require additional future funding to be useful to the industry. Proposals must contain education and outreach components.
4. *Pest and disease prevention, control and eradication.* Proposals must include education and outreach components. These funds cannot be used to displace other IPM funding. Applicant must define importance to particular crop(s).
5. *Other areas that will benefit agriculture in the Commonwealth.* May require education and outreach components

**(B)** Each contractor shall submit proof of expenditures for in-kind services and proof of commitment for cash matches.

**(C)** All work shall be performed to the recognized standards of similarly compensated Professionals in this field and according to the specifications outlined in the attached Draft Standard Contract. Each contractor shall be required to execute the Commonwealth's Standard Contract.

**(D)** All contractors must show evidence of matching funds as set forth in their response proposal. Organizations that provide significant cash matches, thus enabling these USDA funds to be leveraged to a greater economic benefit, may be given additional weight in the review process.

**(E)** Selected contractors must document completion of their proposal by June 30, 2003. Successful completion of awarded projects, as prescribed by this RFR, may become a prerequisite for participation in any future agricultural programs sponsored by the Department.

**8) Proposal evaluation procedures:** Response proposals will be reviewed by five DFA staff members (PMT, Procurement Management Team). The PMT shall take into account, at a minimum, the following:

**(A)** Degree that funding can be leveraged by a match.

**(B)** Degree to which the proposal is consistent with the Department's mission to make agriculture in the state more economically viable and environmentally sound.

**(C)** Level of current or potential contribution that the applicant commodity provides in cash receipts to the state's economy

- (D) Degree of stress on the commodity/industry sector, the nature of the stress, and the effectiveness of the proposed strategy to mitigate that stress, and/or the potential of the strategy to strengthen an industry sector and avoid stress.
- (E) Degree of impact on the industry balancing the needs of the specialty crops and the industry as a whole.
- (F) Degree to which the proposal can educate consumers and generate the sale of Massachusetts' agricultural products.
- (G) Support from other members of the agricultural community
- (H) Potential of the proposed strategy to address a relevant environmental/health issue to agriculture.

Points will be awarded to each criterion and applied to the applications. The results of the reviews and the ranked scoring will be shared with an external advisory group to ensure that the results are consistent with the intent of the funding. Further details on the review team and process will be available prior to January 16, 2002.

**(9) Instructions for Submission of Responses:** Responsive proposals must include:

- (a) A written proposal detailing scope of work accomplishing goals stated in #7.
- (b) A budget outlining proposed DFA funding as well as the budget for the responder's required match. This can include in-kind service as well as cash contribution, but not overhead costs.
- (c) Description of organization and/or resumes of key personnel that will be assigned to the project.
- (d) Optional Submissions:
  - (1) Names & addresses of references.
  - (2) Copies of previous projects similar to proposed project.
  - (3) Copies of any results of previous projects to substantiate further work.
  - (4) Letters of support.
- (e) Six copies of proposal must be submitted.
- (f) Proposals should not exceed twelve pages.

**(9) Deadline for Responses:** Response proposals must be received by the end of business on Wednesday, January 16, 2002. Proposals must be sent or delivered to the Department of Food & Agriculture, 251 Causeway Street, Suite 500, Boston, MA 02114-2151, attention: Kent Lage. Facsimiles do not constitute valid RFR response proposals for deadline purposes.

**(10) RFR Attachments:** Sample/draft of Commonwealth Terms & Conditions, Standard Contract, Signature Verification Form, Mandatory Submission Form, Verification of Taxation Reporting Information (W-9) form, Northern Ireland Notice and Certification, and Electronic Funds Transfer (EFT) form. Responders are not required to submit such attachment with their proposals. All forms are located on the Comm-PASS (forms and information page) (<http://www.comm-pass.com/comm-pass/forms.html>); and available, in hard copy, from the Department of Food and Agriculture. All successful contractors will be required to complete, execute, and return these documents: (If you have already executed and filed the Commonwealth Terms and Conditions, please indicate this in your Response.)

**(11) Notice To Bidders:** Please refer to the attached Required RFR Specifications for additional information.

All bidders will be required to complete, execute and return the following documents: (Forms are available via the State Internet site <http://www.comm-pass.com>)

1. Bidders will be required to complete, execute and return the **Commonwealth Terms and Conditions**. If the Bidder already has executed and filed the **Commonwealth Terms and Conditions**, please indicate this in your Response.

The Commonwealth Terms and Conditions shall be incorporated by reference into any Contract for Commodities and Services executed pursuant to this RFR. A Bidder is required to execute the Commonwealth Terms and Conditions only once.

2. All Bidders must complete and submit a **Verification of Taxation Reporting Information (W-9) Form**.

3. All Bidders must complete and submit a **Commonwealth Standard Contract**.

4. All Bidders must complete and submit a **Northern Ireland Notice and Certification**.

5. All Bidders must complete and submit a **Consultant Contractor Mandatory Submission Form**.

6. All Bidders must complete and submit an **Electronic Funds Transfer Form (EFT)**.

**These Forms are required if the ESTIMATED VALUE OF THE PROCUREMENT (the initial period with ALL options to renew) is \$50,000 or greater.**

1. All Bidders must complete and submit an **Affirmative Action Plan Form**.

2. All Bidders must complete and submit a **Contractor Authorized Signature Verification Form**.

## **REQUIRED AND OPTIONAL RFR SPECIFICATIONS**

In general, most of the required contractual stipulations are referenced in the Standard Contract Form and the Commonwealth Terms and Conditions (either version). However, the following RFR provisions must appear in all Commonwealth competitive procurements conducted under 801 CMR 21.00:

### **REQUIRED RFR PROVISIONS**

The terms of 801 CMR 21.00: Procurement of Commodities and Services (and 808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services, if applicable) are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable). Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR. No electronic responses may be submitted in response to this RFR.

**Bidder Communication.** Bidders are prohibited from communicating directly with any employee of the procuring department except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through Comm-PASS.

**Reasonable Accommodation.** Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A bidder requesting accommodation must submit a written statement, which describes the bidder's disability and the requested accommodation to the contact person for the RFR. The PMT reserves the right to reject unreasonable requests.

**Public Records.** All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

**Best Value Selection and Negotiation.** The PMT may select the response(s), which demonstrates the best value, overall, including proposed alternatives that will achieve the procurement goals of the department. The PMT and a selected bidder, or a contractor, may negotiate a change in any element of contract performance

or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

Costs. Costs, which are not specifically identified in the bidder's response, and accepted by a department as part of a contract, will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFR.

Comm-PASS. This RFR has been distributed electronically using the Comm-PASS system. RFR attachments that are referenced will be found either as a separate .pdf file along with the RFR, or are found in the "Forms and Information" section at: (<http://www.comm-pass.com/comm-pass/forms.html>). Bidders are solely responsible for obtaining and completing required attachments that are identified in this RFR and for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFR or attachments. The Commonwealth and its subdivisions accept no liability and will provide no accommodation to bidders who fail to check for amended RFRs and submit inadequate or incorrect responses. Bidders are advised to check the "last change" field on the summary page of RFRs for which they intend to submit a response to ensure that they have the most recent RFR files. Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited and may disqualify a response.

Northern Ireland Notice and Certification. All bidders must complete the Northern Ireland Notice and Certification form to satisfy M.G.L. c.7 section 22C, which states that no state agency may procure commodities or services from any bidder employing ten (10) or more employees in an office or other facility located in Northern Ireland unless the bidder certifies through the notice and certification form that if it employs ten or more employees in Northern Ireland, a) the bidder does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political belief, b) the bidder promotes religious tolerance within the workplace and the eradication of any manifestations of religious and other illegal discrimination and, c) the bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Subcontracting Policies. Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

Affirmative Market Program. Massachusetts Executive Order 390 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, as joint venture partners, or as subcontractors.

Non-M/WBE bidders are strongly encouraged to develop creative initiatives to help foster *new business relationships* with M/WBEs within the primary industries affected by this RFR. The highest number of points will be awarded for responses that clearly illustrate how the proposed business relationship(s) will result in the development and growth of M/WBEs within these primary industries. A lesser number of points will be awarded for traditional subcontracting relationships. The least number of points will be awarded for ancillary uses of M/WBEs.

In order to satisfy this section, the bidder must submit: the names, addresses, phone numbers and contact persons of each M/WBE firm; a description of each business relationship to be established; and the actual dollar amounts, or percentages, to be awarded to each M/WBE firm. MBE and WBE firms must submit a copy of their SOMWBA certification letter for the current period. A directory of SOMWBA certified firms is available via the Internet at [www.magnet.state.ma.us/somwba](http://www.magnet.state.ma.us/somwba).

A Minority Business Enterprise (MBE) or a Woman Business Enterprises (WBE) is defined as a business that has been certified as such by the State Office of Minority and Women Business Assistance (SOMWBA). Minority and women-owned firms that are not currently SOMWBA-certified but would like to be considered as an M/WBE for this RFR should apply for certification. A fast track application is available, and will be considered for the purposes of this RFR. For further information on SOMWBA certification contact the State Office of Minority and Women Business Assistance at (617) 727-8692 or via the Internet at [www.magnet.state.ma.us/somwba](http://www.magnet.state.ma.us/somwba).

Information Technology - Clarification of Language in Section 11, Indemnification of the Commonwealth Terms and Conditions. *Required for the following object codes within the “Expenditure Classification Handbook” as issued by the Office of the Comptroller:*

E08 - Telecommunication Services, Voice  
EE8 - Telecommunication Services, Data  
E09 - Software purchases  
H03 - IT consulting & Maintenance  
J08 - IT Cabling/installation & maintenance  
K01 - IT equipment purchases  
L01 - IT TELP  
L21 - IT Rental or Lease  
L41 - IT Technical Support

Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term “other damages” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11, nor the Commonwealth’s ability to join the Contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the Contractor be liable for damages for the Commonwealth’s use of Contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract Scope of Work) that is the subject of the claim. Section 11. sets forth the Contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11. of the Commonwealth Terms and Conditions.

## **OPTIONAL RFR PROVISIONS**

Estimated Provisions. The Commonwealth makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of bidders, and are not to be relied upon as any indication of future purchase levels.

Brand Name or Equal. Unless otherwise specified in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any commodity or service, and the department may consider clearly identified offers of substantially equivalent commodities and services submitted in response to such reference.

Alternatives. A response which fails to meet any material term or condition of the RFR, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, bidders may submit responses proposing alternatives, which provide equivalent, better, or more cost-effective performance than achievable under the stated RFR specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the contract. The response should describe how any alternative achieves substantially equivalent or better performance to that of the RFR specifications. The department will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFR is to provide the best value of commodities and services to achieve the procurement goals of the department. Bidders that propose discounts, uncharged commodities and services or other benefits in addition to the RFR specifications may receive a preference or additional points under this RFR as specified.

Contract Expansion. If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

Inter-Department Purchase. Departments reserve the right to include an option for other departments to purchase services or commodities under the same terms of the contract. Should departments exercise this option, bidders will be required to specify their ability to extend services to other departments and the rates to be used.

Year 2000 Compliance for Commodities and Services RFRs. Bidders must represent and warrant that the information technology for this contract is year 2000 compliant. Year 2000 compliant means information technology that accurately process date/time data (including but not limited to calculating, comparing and sequencing) from, to and between the twentieth and twenty-first centuries and the years 1999 and 2000 including leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology shall accurately process date/time data if the other informational technology properly exchanges date/time data with it. This warranty shall survive the expiration or termination of this contract.

Year 2000 Compliance for Systems RFRs. Bidders must represent and warrant that this system and all interfaces to this system that the contract is providing, including but not limited to interfaces with other systems and data entry interface for this system, are year 2000 compliant. Year 2000 compliant means information technology that accurately process date/time data (including but not limited to calculating, comparing and sequencing) from, to and between the twentieth and twenty-first centuries and the years 1999 and 2000 including leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology shall accurately process date/time data if the other informational

technology properly exchanges date/time data with it. This warranty shall survive the expiration or termination of this contract.

Environmentally Preferable Products and Services. The department and contractor (s) may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products become available at a competitive cost and satisfy the department's performance needs. Unless otherwise specified in the RFR, during evaluation of responses, an EPP may be considered best value even when the price is greater than that of a non-EPP (recommended not to exceed 10% in price). Bidders are encouraged to submit information to identify any and all environmental attributes of the product or services being procured, even when such attributes are not being required.