

GFPP Commitment Language

From [Tool B: Solicitation Introduction](#)

Use: This language should be included in the first section of the solicitation that lays out the intention of the agency to solicit bids/proposals and award contract(s).

(B.N.: this language should be modified depending on the institution's level of commitment to GFPP)

[Institution/Municipality] seeks to improve [child/adult] nutrition by providing quality products, reduce the distance that food travels between producers and students, support labor law compliance along the supply chain, support food production practices that have lower environmental impacts, and support farmers and producers that provide healthy and humane conditions for animals. As such, [Institution/Municipality] participates in the Good Food Purchasing Program (the "Program").

The Program provides a metric-based, flexible framework that enables food purchasers to assess their current purchasing practices and shift their buying power toward five interconnected values: local economies, environmental sustainability, valued workforce, animal welfare, and nutrition. Through the Program, [Institution/Municipality] will evaluate how its food purchasing practices align with each value category, as defined by criteria outlined in the Evaluation section below.

The Good Food Procurement Resolution, adopted by [Institution/Municipality] in [year], is included in this solicitation as a Reference Document, [Appendix X].

Any vendor that submits a bid and/or proposal in an effort to conduct business with this institution will commit to working with our staff in support of the Program and must submit required item-level data, [Appendix Y]. For a brief overview of the Program and data collection process, [please watch this short video](#).

Reporting Language

Modified from [Tool F: Required Data Points](#)

Reporting language and Enforceability clauses, if used, can be added the Scope of Work section of a bid or RFP.

REPORTING:

[Institution/Municipality] collects specific data to analyze and assess compliance with and successes in meeting its purchasing goals. To prove responsiveness to this solicitation, Respondents must show that they have the ability and willingness to provide reports annually, at minimum, on all products purchased under any contract or agreement that results from this solicitation. Velocity reports must include the following information for each product delivered to the City by the awarded Respondent:

- Time period of purchase (such as month and year, or range of months)
- Farmer AND/OR Processor/Shipper/Manufacturer/Broker/Wholesaler (whichever is applicable)
- Brand (if applicable)
- Farm location AND/OR processing or manufacturing location at the city level (whichever is applicable)
- Vendor item number
- Manufacturer product code (if applicable)
- UPC code (if applicable)
- Product description
- Known certifications (if applicable)
- Pack size
- Quantity purchased and UOM
- Net weight per quantity (in lbs)
- Total weight (in lbs)
- Cost per unit
- Total cost per quantity purchased
- Total dollar value spent for all food items purchased as part of this contract

Respondents must submit a sample velocity report containing this information as a required document in this Request for Proposal.

Enforcement Clause

[ADDITIONAL LANGUAGE TO ADD AFTER REPORTING REQUIREMENTS IF
[Institution/Municipality] SEEKS ENFORCEABILITY CLAUSE:]

Awarded Respondent(s) and the Food Service Director will agree on a deadline for annual submission of purchasing information as described above. The awarded Respondent(s) shall provide requested reports promptly. The City may impose a \$25 per day penalty for every day that a report is received late and/or sent incorrectly, including without all of the information.

[ADDITIONAL SECTION TO ADD IN THE VENDOR SCOPE OF WORK]

SECURITY DEPOSIT:

Contemporaneous with the execution of a contract through this solicitation, the awarded Respondent must submit a \$X,000 Security Deposit made payable to [Institution/Municipality], in the form of a certified check (the "Security Deposit"). [Institution/Municipality] shall deposit the check for the Security Deposit into a depository account in a local bank branch in the name of [Institution/Municipality] (the "Security Deposit Account"). The Security Deposit Account shall be available to [Institution/Municipality] to retain security for:

- The successful Respondent's faithful performance of, and compliance with, all the terms and conditions of the contract, including but not limited to all of [Institution/Municipality]'s costs and expenses to complete performance of the contract if the awarded Respondent defaults in any of its obligations
- Compensation for any penalties incurred as a result of failure to provide accurate and on-time reporting (see: "REPORTING")

[Institution/Municipality]'s retention of some or all of the Security Deposit does not relieve the awarded Respondent of liability for any costs or damages in excess of the full amount of the Security Deposit. If at any time during the Term, [Institution/Municipality] applies some or all of the Security Deposit related to the awarded Respondent's breach of the contract, [Institution/Municipality] may send written notice of [Institution/Municipality]'s retention, and promptly following awarded Respondent's receipt of [Institution/Municipality]'s notice awarded Respondent shall promptly deposit money into the Security Deposit Account to restore it to the full amount required. At no time shall the balance fall below \$X,000.

Subject to [Institution/Municipality]'s rights under this RFP, within 45 days following the contract end date, [Institution/Municipality] shall return the Security Deposit to the awarded Respondent, less any amounts [Institution/Municipality] retains as a result of breaches of contract during contract close-out.

Evaluation Criteria

[FOR Bids]

Include this clause under Vendor Qualifications or similar sections in the bid document. Ability to report accurately is a qualification for successful performance of the contract, similar to providing products with the correct specifications and correct quantities at the correct time.

[FOR RFPs]

Include this clause under Evaluation Criteria that have to do with vendor capabilities (i.e. “responsiveness”), which may include quality assurance, food safety, ability to work with MWDSBE subcontractors, etc.

Ability to provide a full report annually, at minimum, of all products purchased under the awarded contract. The report must include the following information for each item purchased:

- Time period of purchase
- Product description
- Vendor item number
- Farmer/manufacturer/processor/brand name (as applicable)
- Production location (at the city or county level)
- Quantity (and UOM)
- Weight (in lbs)
- Price per quantity
- Total spend on item

Required Documentation

All bids/RFPs require responders to submit additional documentation, like business licenses, MWDSBE certificates, proof of insurance, etc. Asking responders to submit a Sample Velocity Report can be another factor in showing proof of responsiveness. Failure to include a Sample Velocity Report could cause the responder to be found non-responsive.

This section can be added to the portion of the bid/RFP that lists required documents. The complete dataset example can be included as a reference document in the RFP/bid packet or via a link on the institution/jurisdiction's website.

Sample Velocity Report*

Please upload a sample velocity report in Microsoft Excel format that demonstrates how the Respondent will report the information requested in the Reporting section of this solicitation. The complete dataset example spreadsheet [linked/included](#) in this solicitation can be used to develop a velocity report if the Respondent's systems do not currently provide all required information.

 [Complete dataset example.xlsx](#)