

PURCHASING DIVISION
CITY OF WORCESTER
MASSACHUSETTS 01608-1895
ROOM 201 - CITY HALL
PHONE (508) 799-1220

SEALED BID INVITATION
(Supplies, Material, Equipment, Services)

SEALED BID NO. CR-6616-K6
DATE: August 10, 2016
CITY OF WORCESTER Chris Gagliastro Purchasing Agent
BUYER: Kerrilyn Morin

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

NOTICE TO BIDDERS
TERMS AND CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 5 below.

COMPLETE ORIGINAL COPY (including ALL pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:

DATE: August 31, 2016

TIME: 10:00 A.M. LOCAL TIME

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK SEALED ENVELOPE "Sealed Bid No. CR-6616-K6 Unitized School Lunches/WPS"

The name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

GENERAL

1. This Bid Invitation covers: Provide unitized school lunches for the Worcester Public Schools for a period of one (1) year as per requirements and specifications of the Worcester Public Schools. This contract may be renewed for a second and third year at the sole discretion of the City, the option of which to be determined at the end of the first contract year (See Page 10).
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$ n/a must accompany this bid.
3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above.
NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED
4. A performance bond in the amount of \$ n/a of the total dollar award is required.
5. A payment bond in the amount of \$ n/a of the total dollar award is required.
6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: all apply
7. Other: **Questions pertaining to this bid must be directed to Kerrilyn Morin via email at morink@worcesterma.gov.**

8. The following meanings are attached to the defined words when used in this bid form.
 - (a) The word “City” means The City of Worcester, Massachusetts.
 - (b) The word “Bidder” means the person, firm or corporation submitting a bid on these specifications or any part thereof.
 - (c) The word “Contractor” means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - (d) The words “Firm Price” shall mean a guarantee against price increases during the life of the contract.
9. Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (or e-mailed at: morink@worcesterma.gov). No changes will be considered or any interpretation issued unless the request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.
10. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors, etc., during this contract.
11. The Contract Agreement will be in the form customarily employed by the City of Worcester and is on file in the Purchasing Division at City Hall.
12. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. **Conditional bids will not be accepted.**
13. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L. C. 43 Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
14. As the City of Worcester is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
15. All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. **Time reserved for award is ninety days.**
16. In case of error in the extension prices quoted herein, the unit price will govern.
17. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the City.
18. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
19. Awards will be made to the bidder quoting the lowest net price in accordance with the specifications.
20. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and the Department of Public Safety of the Commonwealth of Massachusetts.
21. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
22. The contractor will not be permitted to either assign or underlet the contract, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City of Worcester.
23. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a legal Holiday) from the date of the mailing of a notice from the City to him/her, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the bidder has abandoned the contract and thereupon the proposal and

acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.

24. When quoting, the bidder shall submit a signed copy of this bid form, and if bid accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form 30B (Sealed Bid Goods & Services) when submitting a bid. Bidder must sign and return complete form 30B (Sealed Bid Goods & Services).
25. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants or agent, the amount of such damages shall be determined by the Purchasing Agent of the City of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.
26. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and/or Acts of God.

INSURANCE AND WORKER'S COMPENSATION

27. **COMMERCIAL GENERAL LIABILITY INSURANCE:** Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$ 1,000,000.00 per occurrence / \$ 2,000,000.00 aggregate.
28. **AUTOMOBILE LIABILITY INSURANCE:** Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limit, of \$ 1,000,000.00 (all owned, hired, and non-owned autos).
29. **COMPENSATION INSURANCE:** The contractor shall furnish the City of Worcester with certificates showing that all of his/her employees who shall be connected with this work are protected under statutory worker's compensation insurance policies.
30. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone of his employ during the execution of the contract.
31. Prior to starting on this contract, the Contractor shall deposit with the Contracting Officer certificates from the insurer to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.
32. Except as may otherwise be stated herein, the Contractor shall also carry bodily injury and property damage insurance in an amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engaged in this contract.

DISCOUNT

33. Cash discounts will be considered when determining the low bid except when cash discounts are for a period of less than 30 days. In this event cash discounts will not be taken into consideration when determining low bid.
34. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contract is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

GUARANTEE

35. The bidder to whom a contract is awarded guarantees to the City of Worcester all equipment, materials and or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

DELIVERIES AND COMPLETION

36. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.
37. The contractor shall familiarize himself with the location and facilities for storage.
38. The City through its Purchasing Division reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

SAMPLING AND ANALYSIS

39. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.
40. Samples of the product to be delivered may be taken by a representative of the City, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the City representative.
41. The representative of the City taking the samples shall be given the opportunity, while sampling, to affix his or her signature to the delivery slip each item represented in his/her sample.
42. Any product after the sampling and analysis, not found meeting the requirements of the contract shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.
43. If any product is found that does not meet the analysis submitted by the bidder in his/her proposal, the Purchasing Agent may, at his or her option, exercise his/her right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.
44. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
45. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation, that no officer or agent of the City is directly or indirectly interested in this bid; and he/she proposes and agrees that if this proposal is accepted he/she will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.

46. No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or requires for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a “sex offense” or a “sex offense involving a child” or a “sexually violent offense” or would meet the definition of “sexually violent predator” as those terms are defined in Section 178C of the General Laws and who must register with the sex offender registry board.
47. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged from providing services or work pursuant to this contract. Without limiting the generality of the foregoing, intimidation, threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.
48. The Contractor’s performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. The Contractor shall further obtain from its employees authorization that appropriate City personnel may obtain all available criminal offender information (“CORI”) from the Criminal History Systems Board. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted of assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
49. The procurement officer shall award the contract to the lowest responsible and responsive bidder. The term “responsible bidder” means “a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance.” Consistent with its duty to maintain public order and promote public safety, the City has determined that this contract is of a type and nature so as to be particularly sensitive due, at least in part, to the contractor’s inherent access and dealings with the members of the general public. Therefore, the City has concluded that additional scrutiny is justified as it determines whether a particular bidder is responsible, having the integrity and reliability to properly perform the requested services. This may entail consideration of the contractor’s system of oversight, training and supervision of its employees, including but not limited to its requirement of a high standard of customer service and courtesy in its dealings with the public. The bidder’s care and diligence in hiring and assigning its employees will also be considered. In making its determination, the City reserves the right to examine any and all information at its disposal, including but not limited to prior City contracts, the experiences and information obtained from current and former customers (whether identified by the bidder as references or not), as well as other sources available to the City, including but not limited to court documents, newspapers, financial reports (such as DUNS), and certain police data and reports.
50. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal or otherwise shocking or offensive to the general public. The determination whether any particular behavior is illegal, criminal or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days’ notice as otherwise provided herein.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name Address Zip Code

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If a Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Home Address _____

Zip Code _____ Telephone No. _____

(2) If a Partnership
Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Business Address _____ Zip Code _____

Tel. No. _____

(3) If a Corporation

Full Legal Name _____

State of Incorporation _____ Qualified in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

Place of Business in Massachusetts _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Place of Business in Massachusetts _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

NOTE

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

F.I.D. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____ TITLE _____
PLEASE SIGN

DATE _____ BID SECURITY \$ _____

The name(s) of customer service representative(s) to be responsible for servicing this account in the event of contract award are:

NAME (PLEASE PRINT) _____ TEL. NO. _____

NAME (PLEASE PRINT) _____ FAX. NO. _____

PLEASE INDICATE YOUR E-MAIL ADDRESS E-MAIL: _____

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

"The undersigned certifies under penalties of perjury that this bid or proposal 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 of individuals."

(Please Print) _____
Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality next to each item. WE MUST KNOW WHAT HAS BEEN OFFERED.

The quantities shown herein are estimated only and the Contractor will be required to furnish all quantities ordered by the City during the period of the contract.

YES _____ NO X _____

Delivery to be made to: City of Worcester Public Schools

This Bid includes addenda numbered _____

NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING!

BIDDER TO COMPLETE ITEMS BELOW

Item No.	Estimated Quantity	Description	Total Amount
		<p>Provide unitized school lunches for the Worcester Public Schools for a period of one (1) year as per requirements and specifications contained herein</p> <p>See attached Pricing Pages.</p> <p>Questions pertaining to this bid must be directed to Kerrilyn Morin at morink@worcesterma.gov</p>	

TERMS, CASH DISCOUNT _____ % 30 DAYS, NET 45 DAYS.

DELIVERY AND/OR COMPLETION TO BE MADE WITHIN _____ DAYS FROM DATE OF NOTIFICATION BY THE CITY.

(N.B. PLEASE REFER TO SECTION NO. 34 RELATIVE TO THE DELIVERY).

NAME OF BIDDER _____

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a second and third year at the sole discretion of the City of Worcester, the option of which will be determined at the end of the current contract year.

In no event will increase exceed _____ % for the second contract year.

In no event will increase exceed _____ % for the third contract year.

(TO BE COMPLETED BY BIDDER)

Name

Date

Title

IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A SECOND AND THIRD YEAR OPTION,
PLEASE INDICATE BY CHECKING THIS BOX:

IMPORTANT

It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the bidders intent to accept a second and third year option at zero (0) percent increase.

All other Terms and Conditions to remain the same.

meals, delivered fresh once per week, and consist of 100% whole grain, non “engineered” flour, light texture, batter whipped production.

- e. Fresh Vegetables: Seasonal, unprocessed, raw, pre-cut from HAACP certified distributors and HAACP/USDA/State certified/ insured processors and GAP certified growers. Served no less than 4x per week, minimal 4 different varieties, daily minimum ½ cup with ¼ cup equivalent or daily minimum ¾ cup total per USDA Food Buying Guide for Child Nutrition Programs. Will meet the National School Lunch Program weekly requirements for Vegetable Sub Groups grades K-8 and will be procured directly by the school district in the following order according to market availability and best pricing: locally sources when in season, East Coast sourced when in season, domestically grown when in season. Invoices will be submitted directly to awarded vendor, total number of maximum servings per vegetable equal to entrée count. Orders and variety selected for the upcoming week will originate from the school district prior to the week of service for delivery on the following Monday to be served during the week. Budgeted cost per fresh vegetable ½ cup serving will not exceed \$.18 per average serving over the entire school year, one serving per meal ordered. Shall adhere to but not limited to the following varieties: broccoli florets, cauliflower florets, carrot sticks, carrot coins, celery sticks, cucumbers, green beans (unsnipped), peppers, snap peas, turnip sticks, tomatoes (grape/cherry), zucchini sticks, coleslaw mix, salad mix, sugar snap peas, other vegetables in season within budget parameters.
- f. Frozen Vegetables and Vegetable Based Soups: All frozen vegetables, United States Department of Agriculture Grade A Fancy IQF frozen shall provide color, flavor and texture characteristics of freshly prepared vegetables upon re-heating of meal from frozen state.
- g. Fresh Fruits: Seasonal, unprocessed, HAACP/USDA/State certified and insured processors and GAP certified growers. Served no less than 4x up to 5x per week, minimal three different varieties, ½ cup portions per USDA Food Buying Guide for Child Nutrition Programs. Will meet the National School Lunch Program weekly requirements for Fruit Grades K-8 and will be procured directly by the school district, in the following order according to market availability and best pricing: locally sources when in season, East Coast sourced when in season, domestically grown when in season. Invoices submitted directly to awarded vendor, total number of maximum servings per daily fruit requirement equal to entrée count. Orders and variety selected for the upcoming week will originate from the school district prior to the week of service for delivery on the following Monday to be served during the week. Budgeted cost per fresh fruit ½ cup serving will not exceed \$.18 per average serving over the entire school year, maximum one serving per meal ordered. Shall adhere to but not limited Apples (varieties to include Braeburn, Cameo, Cortland, Crispin, Empire, Fuji, Gala, Ginger Gold, Granny Smith, Jona Gold, Liberty, Macintosh, Rome, Royal Gala, Macoun, Sun crisp, Matsu, Topaz), Apricots, Bananas, Clementine, Grapes, Nectarines, Peaches, Pears, Oranges, Plums, Tangerines, Kiwi, other fruit in season within budget parameters.
- h. Fruit: Canned or frozen, United States Department of Agriculture Grade A Fancy must comply with standards of identity for the product and provisions of the Food, Drug and Cosmetic Act.
- i. Fats and Oils as applicable to the National School Lunch pattern requirements. All oils used in processing must be trans-fat free.
- j. Fillers that are approved as a protein source by the United States Department of Agriculture Food and Nutrition Service (F.N.S.) may be included as cooked meat weight. Vegetable Protein Products shall not exceed 18% in a re-hydrated state of the product raw meat weight.

- k. Cured processed meats, such as bologna, frankfurters, luncheon meats, and salami, shall meet all USDA standards for that product. No variety of meats, extenders, non-fat milk solids or cereals will be allowed.
- l. The bidder agrees to provide the Worcester Public Schools with a menu each month that details the nutritional break down of each meal served. The Worcester Public Schools Child Nutrition Director will provide to the successful bidder the nutritional breakdown for milk served with the lunches. The sample menu must be submitted as planned by an Academy of Nutrition and Dietetics Registered Dietitian with the bid and will include a complete nutritional analysis for each meal and a nutritional analysis for each week.
- m. The bidder agrees to provide the Worcester Public Schools with an editable graphically pleasing parent menu each month per planned menu 'T'.

3. USDA PLANT INSPECTION NUMBERS

Meat _____

Poultry _____

4. QUALITY ASSURANCE
MICROBIOLOGICAL TESTING

Bidder must have in-plant capability of microbiological testing and control and must provide within 7 days of request a copy of the report records kept on a given product lot.

STANDARD

Standard plate count	less than	100,000/gm
Coliform count by MPN procedure	less than	100/gm
E. Coli-E.C. procedure	less than	5/gm
Staph aureus (coag+)	less than	100/gm
C. perfringens	less than	10,000/gm
Shigella	less than	0/gm
Salmonella	less than	0/gm

Any lot of foods not meeting the bacterial limits set forth above will be considered defective product, and will be returned to the contractor at the contractor's expense.

SAMPLE/TESTS

Bidder must have an in-plant quality control laboratory, staffed continuously with the necessary technicians. Bidder must submit proof that an in-plant laboratory exists, i.e., size, equipment, and credentials of the registered microbiologists.

Bidder shall provide copies of United State Department of Agriculture Grading certificates for canned fruits and tomato products being used in the offered meals within 14 days receipt of a written request from the City of Worcester.

REQUIRED DOCUMENTS

- a. A Nutritional Analysis of each meal bid must be included with this bid.
- b. A copy of the most recent local Board of Health Inspection Report and United States Department of Agriculture Sanitation report on the commissary where the lunch are prepared.
- c. CN labels are to be submitted with the bid. The CN labels will include FSIS Form 7231-1 bearing the approval stamp of USDA-FSIS. The copies shall consist of all pages of the forms, together with a copy of the approved label attached. The Worcester School Committee and its agents shall hold in confidence all information contained in items 5 & 6 of the form as exempt from the Freedom of Information Act Disclosure.

5. USDA NUTRITON STANDARDS IN THE NATIONAL SCHOOL LUNCH PROGRAM

- a. The Worcester Public Schools will meet/exceed the Nutrition Standard in the National School Lunch Program for grades K-8 with menu components per 2. *Major Ingredient Specifications.*
- b. In order to arrive at a fair comparison of bids, the bidder is required to bid using the Final Rule Nutrition Standards in the National School Lunch Program for grades K-8 utilizing menu components per 2. *Major Ingredient Specifications.*

6. PACKAGING SPECIFICATIONS

- a. Packaging shall be designed to be eye appealing.
- b. Each menu component will be in an individual cardboard heat sealed “mod” if not fresh.
- c. Multicomponent mods and consequent menu items will not be accepted due to menu compliance review findings concerning offer vs. serve.
- d. The film used to cover the containers shall be heat sealed to the flanges of the containers. It shall be transparent and made of non-toxic material. Excess film must be tucked under the container in a fashion precluding adjacent containers sticking to each other during heating. Heat sealed film will be so designed as to enhance cooking of vegetables and vented to crisp and brown such as foods as French fries. Vented film shall be micro porous to vent steam and crisp foods, while not allowing contaminates to enter the food packaging.
- e. Food containers shall be constructed of board stock with decorative color outside. Board will be white extrusion coated to enhance eye appeal and flavor.
- f. Sandwiches should be in clear, heatproof, oven stable bags so that the contents are visible to the students.
- g. Pizza should be individually boxed and vented to crisp the crust and make removal and eating easier for elementary students.
- h. All items shall be able to be cooked in an institutional convection oven.
- i. Fried Chicken, Chicken Nuggets, and similar items shall be boxed in colorful container vented on the side to promote crisping and browning.
- j. All containers shall prevent burning, scorching, or charring up to 400 degrees.

- k. Cases shall be top opening and put together with glue and/or at least 2” wide tape designed to withstand zero degree temperatures. The case should be at least 200 lbs. test board with C flutes. There must be at least two (2) arrows on each paneling of the case pointing to the “up” position. The labels shall list the ingredients, case code, weight, and cooking instructions. A copy of the USDA label for each lunch bid must be included with the bid. Case code must denote date, plant and shift of manufacturer.

7. SERVING TRAYS AND UTENSILS

8.5 x 5.5 x 2 Kraft Red Plaid Tray

Utensil packages shall consist of a heavy weight spork, napkin, straw. Samples required with bid.

8. DAMAGED PRODUCT

Delivery will be refused of any and all packages torn, crushed, or otherwise exposed to the elements or damaged in a manner that in the opinion of the City of Worcester has lost eye appeal. Contractor will be responsible for replacement of any meals so refused. Delivery must be handled with a two wheel hand truck with pneumatic wheels and stair climbers plus a 241, long formed plate folding nose which recesses flush into frame when not being used.

Contractor will be held responsible for product spoiled as the result of the failure of equipment owned by the contractor.

9. ACCURACY LIABILITY

Contractor will be held responsible for accuracy of number of lunches/portions containerized. Units will be delivered only in case lots; the number to be the next highest by case of units from the number of meals ordered. Counts of cases will be made before acceptance. Counts must be confirmed with the driver by signature on the delivery ticket of an authorized City of Worcester representative. Individual cases will be opened at the time of preparation and short case counts will be noted and credit taken from the next billing.

The City of Worcester will make available at each delivery site and authorized representative to receive and sign for all delivered products to be available for the entire scheduled delivery period.

Emergency circumstances in the City of Worcester precluding utilization of meals are the concern of the City of Worcester. The City of Worcester reserves the right to cancel orders, without penalty, up to scheduled truck departure of that delivery.

Emergency situations affecting the Contractor’s ability to deliver meals or City of Worcester’s ability to utilize meals, for periods longer than twenty-four hours will be mutually worked out between the Contractor and the City of Worcester.

10. CONTRACT TERMINATION

If for any reason the successful bidder is unable to perform or meet all the specifications throughout the bid period, the City reserves the right to terminate agreement. The contractor agrees to pay for price differentials during the period of non-performance or until the end of the contract period, whichever comes first.

The City of Worcester reserves the right to terminate the contract upon provision of thirty (30) days’ notice in writing to the contractor.

11. PERSONNEL

The bidder agrees that food-handling employees shall have received a physical examination before utilization. The bidder also agrees compliance will be met with all federal, state, and local laws and regulations governing the preparation, handling, and serving of foods. The bidder will procure and keep in effect all necessary

licenses, permits, and food handlers cards (if required) and agrees to post within the working areas in a prominent place such permits and/or notices as are required by law.

Bidder agrees to comply with federal and state laws regarding non-discrimination in employment.

12. INDEMNIFICATION

Bidder shall indemnify the City of Worcester, the School Committee, and the School Administration against any loss or damage (including attorney's fees and other costs of litigation) caused or arising out of any materials, food, or services provided under this contract.

Bidder expressly agrees to defend any suit against the City of Worcester, the School Committee and the School Administration and related personnel alleging personal injury, sickness or disease arising out of materials, food or supplies provided under this contract.

The City of Worcester and the School Committee and the School Administration shall promptly notify bidder in writing of any claims against either the bidder, the City of Worcester, the School Committee or the School Administration, and in the event of a suit being filed, shall promptly forward to the bidder all papers in connection therewith. The City of Worcester, the School Committee and the School Administration shall not incur any expense or make any settlement without the bidder's consent; provided however, that if the bidder refuses or neglects to defend and such claim, and the costs of such defense including reasonable attorney's fees, shall be charged to the bidder's account, subject to the foregoing paragraph.

13. DELIVERY

Frozen National School Lunch Pattern lunches and their components (trays and utensils) will be delivered to the following 24 schools daily. Daily estimated volume 5,000 lunches per day.

<u>School</u>	<u>Address</u>
Burncoat Street School	526 Burncoat Street
Chandler Elementary	114 Chandler Street
Chandler Magnet School	525 Chandler Street
Clark Street School	280 Clark Street
Columbus Park School	75 Lovell Street
Flagg Street School	115 Flagg Street
Grafton Street School	311 Grafton Street
Grafton Street Annex	311 Grafton Street
Heard Street School	200 Heard Street
Hiatt School	772 Main Street
Lake View School	133 Coburn Avenue
Lincoln Street School	549 Lincoln Street
May Street School	265 Main Street
Midland Street School	18 Midland Street
Nelson Place School	34 Nelson Place
Rice Square School	76 Massasoit Road
Worcester Arts Magnet	315 St. Nicolas Avenue
Tatnuck School	1083 Pleasant Street
Thorndyke Road School	30 Thorndyke Road
Union Hill School	1 Chapin Street
Wawecus Road School	20 Wawecus Road
West Tatnuck School	300 Mower Street
Comprehensive Skills Center	120 Granite Street
Elm Park Elementary	23 North Ashland Street
McGrath Elementary	493 Grove Street

Delivery locations are subject to change without additional cost to the district.

Delivery must be made inside each school and meals placed in the refrigerators and freezers. Tailgate deliveries or meals not placed in refrigerators and freezers will result in cancellation of this contract and shall constitute a breach of this contract.

NOTE: BIDS WILL NOT BE CONSIDERED UNLESS THE PRICE QUOTED MEAL INCLUDES ALL REQUIRED DELIVERY SERVICES AS INDICATED. THE CITY OF WORCESTER WILL NOT BE RESPONSIBLE FOR ANYTHING BUT EMERGENCY DELIVERIES.

14. SCHOOL CALENDAR

The Worcester School Calendar for 2016-2017 is attached, but is subject to change due to snow days and other emergencies.

15. MEAL ORDERS

A 20-day cycle menu will be used to order meals and the contractor will be given a least one week's notice of each order.

The City of Worcester may, within twenty-four (24) hours notice, either increase or decrease orders as required to meet emergencies that may arise during the school year. Both parties will agree upon menu changes whether daily, semi-weekly, or weekly, with no price change during the school year.

Worcester Public Schools reserves the right to substitute, at the expense of the district, entire day's meal(s)/all 5 components based on student acceptability resulting in low meal participation, waste, and/or changes to any part of the specifications without methodical approval by the district such as notification, sampling, and trial. The district will not be billed nor will awarded vendor be responsible for the expense of non-vendor supplied meal day(s). Vendor will be notified prior to delivery of non-vendor meal day(s) and site(s).

The Food Service Director shall advise the vendor of any complaints of the food portions or service brought to his/her attention and the vendor will take appropriate corrective action.

16. PROFESSIONAL ACCOUNT REPRESENTATIVE

Bidders for Hot Lunch Portion of the meal must have a technically and professionally train staff available to provide advisory management services to the City of Worcester. They are to assist in the planning and training of all personnel involved in the Hot Lunch Portion Packs. Periodic visits of the staff will be provided to assist with menu cycle planning and keep the food staff alert to changes in the contractor's product lines. Non-adherence to this service shall constitute a breach of this contract. A biography of the local employee assigned to the Worcester City contract must be submitted.

17. TRAINING AND TRAINING MATERIALS

Bidder will provide a complete training manual with his bid detailing product receiving (including how to read and understand the delivery ticket), product handling (including pictures of safe handling of food products), descriptions and diagrams of meal preparation, food heating, setup, service, and after meal procedures. The manual must be complete and available to be reproduced for the Worcester food service employees.

18. GOVERNMENT COMMODITIES

If applicable, a description of your donated foods processing program may be submitted with your proposal.

19. MENU

The Child Nutrition Program Director and menu planner per "2.1." (above) will choose the menu combination of protein, bread/grain, and seasonal vegetables and or fruit that best meets the tastes and eye appeal of the children of the Worcester Public Schools. A bid menu, containing a combination of the following items, must

be submitted for the first twenty-five (25) days as prepared by an Academy of Nutrition and Dietetics Registered Dietitian with approval of the Worcester Public Schools Child Nutrition Director.

Each menu component will be in an individual cardboard heat sealed “mod” if not fresh. Multicomponent mods and consequent menu items will not be accepted due to menu compliance review findings concerning offer vs. serve.

Worcester Public Schools reserves the right to substitute, at the expense of the district, entire day’s meal(s)/all 5 components based on student acceptability resulting in low meal participation, waste, and/or changes to any part of the specifications without methodical approval by the district such as notification, sampling, and trial. The district will not be billed nor will awarded vendor be responsible for the expense of non-vendor supplied meal day(s). Vendor will be notified prior to delivery of non-vendor meal day(s) and site(s).

All new menu items including but not limited to pasta, burritos, and casseroles much be sampled in tested prior to menu schedule.

a. Entrée: Protein and Grain Items to include but not limited to:

Pizza

Hamburger, Salisbury, Meatballs: served with whole grain hamburger bun or pasta (minimal 51% whole grain)

Meatloaf with Tomato Sauce and Mashed Potatoes

Macaroni and Cheese (minimal 50% whole grain pasta)

Beef Frankfurter with Whole Grain Hot Dog Bun

Toasted Cheese Sandwich on Whole Grain Pullman

Three Cheese (American, Cheddar, Mozzarella) Panini on Sourdough Wheat Panini Bread

Chicken Patty with Whole Grain Hamburger Bun

Chicken Nuggets/Strip

Burrito (plain / beef / chicken)

Soft Shell Taco

Nachos / Taco Cheese Sauce, Tortilla Chips

Breaded Fish Fillet with Whole Grain Bun

Baked Pasta (minimal 51% whole Grain) Plain or with Meat Sauce

Pizza Dippers with Pizza Sauce

Spanish Chicken and Vegetables with Brown Rice Bowl

Sliced Turkey and Gravy, Whole Grain Dinner Roll and/or Whole Grain Stuffing

Other items as sampled throughout contract period

b. Vegetables and Fruits

First serving day of the week may include a vegetable based entrée or soup to meet USDA meal pattern requirements.

The fresh vegetables and fresh fruits per 2. Major Ingredient Specifications accompany any of the entrées above. They will arrive mixed, matched, and delivered to each serving site on the first serving day of the week for service throughout the week. Together they will meet the requirements of the Final Rule Nutrition Standards in the National School Lunch Program.

c. Condiments

Will be supplied by the vendor accordingly:

1. Catsup will be supplied with Hamburgers, Fish, Hot Dog, and Chicken Nuggets lunches.
2. Mustard will be supplied with all Hot Dog lunches.
3. Tatar Sauce will be supplied with all Fish.

Vendor must submit a complete list of products manufactured.

20. CREDITS FOR OFFER VERSES SERVE

The bidder offers the following credits to be deducted from the contract price for items not ordered by the Worcester Public Schools:

Vegetables _____

Fruit _____

21. OPTION TO PURCHASE BREAKFAST ENTRÉE (s)

Breakfast entree to be delivered along with scheduled weekly lunch deliveries, priced and billed per piece/case.

Turkey, Sausage, Egg, and Cheese Burrito: Individually wrapped in clear oven-able wrap able to withstand temperatures of up to 325 degrees fahrenheit. Must provide 1 oz. protein, 1.25 oz. whole grain, no more than 431.6 mg sodium, 40/2.94 per case.

22. EQUIPMENT

The successful vendor will supply equipment (i.e. ovens, freezers, oven racks, oven carts, and baskets) as required in the 25 schools. See Equipment Requirements. The successful vendor, unless the current vendor is retained, will immediately replace all equipment presently owned by the current vendor in the 25 schools. The cost of this equipment will be part of the per meal cost. No other form of charge will be accepted and deviations to this paragraph will result in disqualification. A list of the equipment being provided by each bidder must be included with the bid.

23. ELECTRICAL WIRING

In the event the successful bidder is requested by the district to do wiring, for new installations, additional schools or upgrade wiring because of a large oven or piece of equipment is required, the vendor shall be allowed to recover this cost by charging back on a per meal basis during the terms of the contract. The successful vendor will reduce the meal cost upon completion of the amortization of these costs. Proof of any wiring costs must be provided. No exceptions to this requirement will be granted.

24. STATUTORY REQUIRMENTS

All bidders will ensure that their wiring subcontractor, if required, will conforms to the statutory provisions of the state of Massachusetts, including but not limited to:

All bidders will conform to all statutory provisions of Massachusetts and Worcester laws and codes. Particular attention and compliance to regulations as provided by the General Laws, Chapter 149, Sections 25, 26, 27, 27A, 28, 29A, 30, 34, 34A and 44A through 44J, and /or such laws passed or amended at the time of this bid.

All bidders will conform to the minimum wage rates as determined by the Commissioner of Labor and Industries for the State of Massachusetts.

All bidders must conform to the "Fair Employment Practices Act" and will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex.

Prior to awarding or arranging for any subcontract work, the bidder agrees to consult with and be bound by the decisions of the Assistant Superintendent for School Plant relative to compliance with Massachusetts laws.

25. SERVICE INTERRUPTIONS

Service interruptions in power, water, heat, and/or rooms inside the school shall be done only by previous arrangements with the Director of Child Nutrition Programs or representative at least one day prior to the interruption.

26. CONTRACTOR FACILITIES

Space may be allocated within the school building for the storage of equipment and materials used in this work, but the School Department of Worcester shall not be held responsible for the loss of, or damage to, any of the contractor's equipment or any unused materials. The school custodian will open and close the building during the normal working hours.

Toilet facilities within the school building will be made available for the contractor's use.

Water, electricity, lighting and other utilities necessary to the performance of the work will be made available to the contractor insofar as they now exist at the building.

The contractor shall furnish any other requirements of the contractors for storage, the contractor shall furnish sanitary facilities or utilities.

Custodians work Monday through Friday, 7:00 A.M. until 3:00 P.M. except New Years Day, Martin Luther Day, Washington's Birthday, Patriots Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and the day after Thanksgiving and Christmas Day. The contractor will pay any overtime of the custodian(s) caused by the work by the contractor will be paid by the contractor. These payments will be paid weekly to the Worcester Public Schools, Business Office.

27. BUILDING RENOVATION

If required, all renovations in order to complete the wiring will be repaired to their original state by the contractor. This includes, but is not limited to, patching all holes, painting, repairing woodwork, or any damage done. It is the contractor's responsibility to clean the area of debris caused by the completion of work required.

28. GUARANTEE

For a period of one year from this acceptance by the Public Schools of Worcester, the successful bidder will guarantee his work against defects. Additionally, the contractor will correct any defects in wiring at any of these sites during the guarantee period to the satisfaction of the Business Manager or his agent. The contractor will not be responsible for failure due to normal use, vandalism, neglect, abuse, or acts of God done to the wiring during this period.

29. SCOPE OF WORK

This bid is to include the furnishing and installation of all materials necessary to complete the work required and is to include all labor, supervision, materials, tools, scaffolding, equipment, supplies, insurance, transportation, and services necessary.

All materials and work will comply with Massachusetts and Worcester Electrical codes, as well as OSHA and will conform to the Standards of the Underwriters, Laboratories, Inc., as well as all national safety codes.

30. DRAWINGS AND DIAGRAMS

All drawings and diagrams done by the bidder for wiring are to be given over to the Worcester Public Schools upon completion of the work.

31. PRICE QUOTATIONS

Price quotations indicated shall include equipment if applicable, the complete USDA Food Based Meal Pattern lunch, excluding milk, but also including, but limited to, appropriate grain items, vegetable item, fruit item, utensil, tray, and condiment delivered as specified. Separate meal prices or any deviation from the specifications will result in disqualification.

The School Program for the Worcester Public Schools utilizes the “Offer versus Serve” option of the National School Lunch Program. As a result fewer vegetable and fruit portions of the meal are ordered than of the protein and bread portion. The bidder must state the credit offered per serving for the vegetable based soup, fresh vegetable, and fresh fruit portions not ordered.

32. PLANT SURVEY

Bidders will be required to submit with their bid copies of:

1. Most recent USDA Plant inspection reports.
2. Most recent local Health Board Inspection reports
3. Each bidder’s plant may be visited by a local team of individuals who will evaluate the plant with respect to the standard identified in the specifications.

33. REQUIRED LIST TO BE SUBMITTED

The following is a list of items to be submitted for Pre-Plated Frozen Lunches for the Worcester Public Schools.

1. Brochure including all items listed in section 2.
2. Required documents in section 4.
3. Name and address of company and firm and its officers or operators and work experience background of the key food service personnel.
4. A list of all school lunch programs which bidder has provided services in the last 5 years.
5. Indication of the site size (square footage) and production capability of food preparation facilities.
6. Indication of permission for representatives of the City of Worcester to inspect the bidder’s present food service.
7. A financial statement covering the bidder’s present and past condition. Such statement must cover at least 2 years immediately preceding the current fiscal year. It is not required with bid submission, but will be requested and required to be submitted to the Worcester Public Schools prior to award of contract.
8. A statement that the “Fair Employment Practices Act” is complied with by the bidder.
9. A statement that all packaging materials are approved by the Federal Food and Drug Administration.
10. A statement that your company or any of its principals or any predecessor company has never been prevented from bidding or had a bid rejected due to irregularities. Provide the date and details of each occurrence if not compliant.
11. A nutritional analysis of each meal bid must be included with this bid.
12. A copy of the most local board of Health Inspection Report and the United State Department of Agriculture (USDA) Sanitation Report on the commissary(s) where lunches are prepared.
13. A copy of the USDA label approved for each lunch bid.
14. Sample of menu component packaging, tray, and utensil packet.
15. A complete list of products manufactured
16. A list of equipment being provided.
17. A statement of the credit offered per serving of the vegetable portion not ordered.

PRICING PAGE

Bids will be evaluated and awarded to the items, as described below, providing the most responsible and lowest cost per meal according to the most recent USDA Final Rulings - Nutrition Standards (K-8) in the NSLP – Jan 2012
(see attached)

Item #	Estimated Quantity	Unit Measure	Description	Unit Price	Extended Price
1	1,000,000	meals	Frozen National School Lunch Pattern Lunches for the School Department, approximately 6,500 per run as per complete specifications, 180 serving days. Equipment included.	\$ _____ per meal	\$ _____
2	150,000	units	Individually Wrapped Breakfast Burrito, approximately 10,000 per run. Equipment included.	\$ _____ per piece	\$ _____

CREDITS FOR OFFER VERSES SERVE

The bidder offers the following credits to be deducted from the contract price for items not ordered by the Worcester Public Schools:

Vegetables _____

Fruit _____