

PURCHASING DIVISION
CITY OF WORCESTER
MASSACHUSETTS 01608-1895
ROOM 201 - CITY HALL, 455 MAIN ST.
PHONE (508) 799-1220

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

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

SEALED BID NO. CR-7929-W3

DATE: November 3, 2022

CITY OF WORCESTER
Christopher J. Gagliastro, MCPPO
Purchasing Agent

BUYER: Christopher Gagliastro

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. 6 below.

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

DATE: NOVEMBER 23, 2022 TIME: 10:00 A.M. LOCAL TIME

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

MARK SEALED ENVELOPE **"Sealed Bid No. CR-7929-W3, Trucking & Handling Services – Food / 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 trucking, handling & delivery services for Food Products/Packages as per the requirements and specifications of the City of Worcester Public Schools for a period from date of contract through June 30, 2023. This contract may be renewed for a second and third contract year, at the sole discretion of the City, the option of which will be determined near the end of the current contract term (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:** Please go to <http://www.worcesterma.gov/e-services/bids/closed-bids> to obtain results.

Questions pertaining to this bid must be directed to Chris Gagliastro via e-mail at gagliastroc@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: gagliastroc@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. Prompt pay discounts will be considered when determining the low bid except when discounts are for a period of less than 30 days. In this event 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 who 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 of Customer Service Representative and the Contract Administrator responsible for servicing this account in the event of contract award are:

NAME (PLEASE PRINT) *Customer Service Rep.* _____ TEL. NO. _____

NAME (PLEASE PRINT) *Contract Administrator* _____ TEL. NO. _____

FAX NUMBER _____ FAX # _____

E-MAIL (Customer Service Rep.): _____

E-MAIL (Contract Administrator): _____

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 X NO _____

Delivery to be made to: Worcester Locations as required

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	Mfg.	Model No.	Unit Price	
		<p>Provide trucking, handling and delivery services for food products/packages for a period from date of contract through 6/30/23 per the attached requirements and specifications of City of Worcester Public Schools</p> <p>Questions pertaining to this bid must be directed to Chris Gagliastro via e-mail at gagliastroc@worcesterma.gov</p>			See Pricing Pages	

TERMS, PROMPT PAY DISCOUNT _____% 30 DAYS, NET 45 DAYS.

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

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.
(TO BE COMPLETED BY BIDDER)

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.

Delivery of USDA Funded Foods for and throughout the Worcester Public Schools (WPS)

This Bid is addressed to contract haulers who have adequate fleet capacities to deliver frozen, chilled and dry food products in a sanitary manner; make deliveries on a regularly pre-scheduled weekly basis or as otherwise mutually agreed upon by the Worcester Public Schools.

Vendor shall also manually move food products up 3 flights approximately 65 steps every Wednesday and Friday at Vernon Hill Elementary approximately 125-200 cases per week, no more than 40 pounds per case. Vendor and WPS will mutually agree on time of day from date of award until June 30, 2023 with provision for two 1-year extensions

SCOPE OF SERVICES AND PERFORMANCE REQUIREMENTS

A. PURPOSE

This Bid is directed toward firms that currently have adequate delivery equipment to handle volumes of foods including dry, frozen and chilled items.

The purpose of the Bid is to select contractors for delivering foods throughout the WPS:

- a. Delivering food throughout 21 school preparation kitchens/locations from A&D Cold Storage, 512 Southbridge Street, Worcester, MA and other Worcester Public School production sites to 11 schools one day per week, 15-50+ cases per location.
- b. Manually move food products up 3 flights approximately 65 steps every Wednesday and Friday, 100-150 cases per week, Wednesday and Friday with possible pick up of cases at North High School or other central preparation/warehousing point.

Contractors are advised that the receipt and delivery foods must be in accordance with all Federal laws and USDA rules, policies and regulations and Massachusetts statutes and regulations.

Contractor shall comply with the current and all subsequent revision requirements of USDA/FNS Instructions 709-5, Rev 3 dated March 13, 2019, regarding the shipment and receipt of foods.

<https://fns-prod.azureedge.net/sites/default/files/resource-files/fns-709-5-rev-3.pdf>

Title 7 Code of Federal Regulations, 7 CFR Part 250 and 7 CFR Parts 210

http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title07/7cfr250_main_02.tpl

Massachusetts Department of Public Health Regulations 105 CMR 500.000-Good Manufacturing Practices for Food and 21 CFR Part 110.00: Current Good Manufacturing Practice <https://www.mass.gov/lists/food-protection-program-regulations>

Transportation practices must be in compliance with the United States Food, Drug and Cosmetic Act and any applicable Massachusetts statutes or comparable state food laws if the warehouse is outside of Massachusetts.

B. SUMMARY OF KEY POINTS INCLUDED IN BID

Scope: The WPS proposes to contract with a commercial firm to deliver frozen, refrigerated, dry, and fresh foods from A&D Cold storage, 512 Southbridge Street, Worcester, MA and other Worcester Public School production sites throughout 21 school preparation kitchens/locations, 11 schools per week AND Manually move food products up 3 flights approximately 65 steps every Wednesday and Friday, 100 - 150 cases per week, Wednesday and Friday with possible pick up of additional cases at North High School or other central delivery point.

1. **Regions:** The City of Worcester.
2. **Candidates:** Pricing shall be submitted for: (A) delivery from A&D Cold Storage and other Worcester Public School production sites throughout 21 school preparation/locations, 11 schools one day per week (B) Vernon Hill delivery up 3 flights 2x per week Wednesday and Friday, with possible pick up of additional cases at North High School or other central delivery point.
3. **Volume:** The volume of USDA funded foods is approximately 30,000 cases per year for a total of approximately 1,200,000 pounds based on School Year 2022 data.
4. **Transportation**
 - a. **Requirements:** Transportation equipment must have proper capacities to transport and hold frozen, chilled, and dry products.
 - i. Approximately 10% of the basic foods are dry (canned or packaged), 65% percent frozen and 25% refrigerated. The actual percentages may vary. Quantities and varieties of food can change without notice.
 - ii. Compliance with all Federal, State, and local food safety regulations, including required health inspections and procedures
 - b. **Normal Peaks:** Volume will peak between September and June. Volume is low in June and July and moderate in August.
 - c. **Cases:** Wholesale units (cases) on average weigh 35-40 pounds and approximately measure 1.1 cubic feet.
 - d. **Product:** brown box, milk crates, fresh produce.

5. Deliveries

- a. **Sites:** Deliveries are to be made throughout the Worcester Public Schools per attached.
- b. **Schedules and Drop Sizes:** Deliveries are to be made in response to orders submitted by the Worcester Public Schools in advance, in accordance with pre-

scheduled delivery days as determined by the Contractor and the Worcester Public Schools.

- c. **Delivery Hours:** 6:00 a.m. to 2:00 p.m., unless another mutually agreed upon time is mutually determined.

- 6. **Order Procedures:** The Worcester Public Schools will send notification of pickup and delivery electronically.

7.Delivery Charges: Delivery fees must be quoted on a flat rate and per case basis as determined by number of cases delivered per location for frozen, chilled, and dry product. Bidders must submit delivery fees for a 15-case minimum up to 50 case delivery drop flat fee and 51 – 150 cases price per case from A&D Cold Storage and other Worcester Public School production sites to food prep sites whereby USDA funded foods and other commodities will be transported from the vehicles into appropriate storage locations and manually move food products up 3 flights approximately 65 steps every Wednesday and Friday, 100-150 cases per week, Wednesday and Friday with possible pick up of cases at North High School or other central preparation/warehousing point.

- 7. **Payment:** Contractor will invoice the Worcester Public Schools weekly for delivery fees and invoice recipient schools either after each delivery.

- a. Contractors are advised that invoices to the Worcester Public Schools may not be paid until up to 30-60 days and that interest charges will not be paid.
- b. The Contractor shall submit invoices to the Worcester Public Schools, Department of Nutrition weekly, or at other mutually agreed intervals. Each invoice for delivery shall include a summary of delivery or pickup tickets for the period. Each referenced order shall be listed in numerical sequence and show the total number of cases, bags or other such items delivered.

- 8. **Records:** Contractors must maintain complete and accurate records regarding the receipt and distribution of all Foods.

- 9. **Duration of Contract:** Current period through June 30, 2023 with provision for two 1-year extensions renewable at sole discretion of the City.

- 10. **Contract Cancellation and Subcontracting:** The agreement may be cancelled by WPS within 120 days written notice or within 10 days written notice by the Worcester Public Schools / City of Worcester for noncompliance.

C. ITEMS

The purpose of the Bid is to select contractors for delivering foods throughout the WPS:

- a. A&D Cold Storage, 512 Southbridge Street, Worcester, MA one day per week: frozen, refrigerated, and dry cases, various size, typically no greater than 40 pounds per case.
- b. Vernon Hill Elementary School, 211 Providence Street, Worcester, MA 01607: Manually move food products up 3 flights approximately 65 steps every Wednesday and Friday, 125-200 cases per week. All deliveries from main line distributors including milk, produce, frozen/refrigerated, and paper products. Deliveries will be dropped at top of ramp entrance located at the back of the building. Deliveries may include/require product to be picked up from North High School.

D. VOLUME

The volume of USDA funded foods is approximately 30,000 cases per year for a total of approximately 1,200,000 pounds based on School Year 2022 data.

It shall be understood by all parties concerned that the volume mentioned are contingent strictly on estimated quantities from the previous school year and that any agreement established as a result of bid will not obligate the Department to a specific quantity or range. Foods. However, the data is based on previous experiences and expected goals for subsequent years.

1. **Receiving Procedures:** Care must be exercised in receiving USDA funded foods. Deliveries must be inspected on arrival for product condition and temperature and for damage and infestation. Procedures for receiving inbound freight are as follows:
 - a. **Inspect** all products for condition, temperature, and infestation on arrival and verify accuracy of count and acceptability. All loads must be inspected upon arrival to the delivery locations.
 - b. **Record** and communicate any product date coding information provided on the products.
 - c. **Examine** The contractor shall examine each shipment for possible shortage or damage
 - i. Shall immediately notify the Worcester Public Schools of any shortage or damage.
 - ii. In case of shipments containing damaged or out-of-condition foods the contractor shall immediately notify the Worcester Public Schools by telephone of gross damage and shall work with the Worcester Public Schools on reporting and salvage procedures if necessary.
 - iii. Contractors must document the damage with a digital camera and forward the pictures via email to the Worcester Public Schools, Department of

Nutrition. Foods found unfit for human consumption shall be disposed of in accordance with specific instructions to be given in each case by the Department.

- iv. Document and report shortages when receiving shipments.
- v. Complete the **MA USDA Foods Damage-Loss Report**, and forward to the Department.

- d. **Liability** The Contactor is liable for claims levied by the USDA or the Department as a result of his failure to properly secure, handle, protect, or account for shipments.

The Department reserves the right to examine a vendor's equipment to assure that the above qualifications are met prior to award of a contract. The Department's decision as to the adequacy of equipment will be final.

2. Delivery Order Size: Recipient locations will order in minimum of 15 to 50+ cases of USDA funded foods.

- a. **Pricing:** The pricing will be established by the Contractor in the bid response and will be tiered based on quantity of cases ordered.
- b. **Delivery Frequency from A&D:** WPS recipient locations will have the option for weekly deliveries, minimum 15 cases per school preparation location. USDA funded food order submissions must be issued and delivered to the recipient locations on a pre-determined delivery day, unless a longer time is agreed upon by the Worcester Public Schools without regard to minimum quantities at rates stipulated by the Contractor in the bid response.
- c. **Notice of Delivery:** Notices of deliveries made to recipient schools of USDA funded foods must be submitted to the Worcester Public Schools Nutrition Department by the Contractor the next business day.
- d. **Delivery Sites:** The Worcester Public Schools may elect to have USDA funded foods delivered to from A&D Warehouse to food preparation site or a designated host site.
- e. **Assurance of Pick Ups and Delivery Frequency and Times:** For an effective and efficient operation of the Worcester Public Schools food service program, the schools must be guaranteed timely and accurate delivery of USDA funded foods. Deliveries or warehouse outbound pickups must be made on a regularly prescheduled day of the week, as determined by the Contractor and the Worcester Public Schools.
 - i. Warehouse deliveries shall be available weekly, with a 15-case minimum, but may be less frequent depending of inventory located at A&D.
 - ii. Deliveries are to be made in response to orders submitted by WPS in advance, in accordance with pre-scheduled delivery days as determined by the Contractor and the WPS.

- iii. Delivery drops may be made between the hours of 6:00am to 2:00pm Monday through Friday to accommodate school schedules or later upon mutual agreement.
- iv. WPS and Contractor must agree upon alternate schedules for holidays or at other times when the Worcester Public Schools are closed, such as for school vacation weeks and inclement weather. Note: discussion with the WPS is crucial as many may be able to accommodate delivery times outside of this time frame or able to make arrangements for key drops or other alternatives.
- v. Recipient locations shall be notified of pre-scheduled day of delivery.
- vi. Deliveries missed due to inclement weather, breakdowns or other unforeseen conditions shall be rescheduled for the next working day, unless the WPS and Contractor agree to a later delivery date.
- vii. Notice of changes in delivery schedules by the Contractor must be submitted to WPS in advance of implementation
- viii. Notice of changes in delivery schedules by the WPS must be submitted to Contractor in advance of implementation.
- ix. Contractors must call WPS if warehouse issues or deliveries will not be made on the prescheduled day or before 2:00 p.m.

f. Delivery Shortages: The Contractor is expected to make deliveries to complete an order or correct delivery errors on makeup days within a reasonable time frame agreed upon by the Contractor and the WPS.

g. Delivery Drop Areas and Confirmation: Drivers shall deliver USDA funded foods to designated receiving areas. Recognized designated areas at food preparation sites are inside the door of a walk-in dry area, freezer or cooler. Drivers shall not be required to stow USDA funded foods on shelves nor stack in reach-in coolers, freezers or other cabinets, or to rotate stock. The WPS are not required to help the driver unload.

Drivers shall request an authorized receiver at the delivery site to verify accuracy of items, quantities of each item, total quantities and condition of USDA funded foods. Each delivery ticket must be receipted (signed) by the recipient agency and driver. Signatures must be legible. Variations from the norm, e.g., shortages or damages, shall be noted on each ticket by the recipient agency, and initialed by both the driver and the recipient agency.

h. Delivery Equipment: Contractors may transport USDA funded foods in compartmentalized or straight vans containing donated foods only or with other foods commercially supplied, as long as other terms of the contract are satisfied.

i. Foods may not be stored or delivered with agricultural or other chemicals, which may diminish the quality or safety of the donated foods.

j. Frozen, chilled and dry foods must be picked up and delivered under acceptable and strictly controlled temperatures and sanitary conditions in accordance with Massachusetts Department of Public Health regulations 105 CMR 500.000-Good

E. INSURANCE AND BOND REQUIREMENT

Contractors must purchase and maintain at their expense the following types of insurance and provide certificates prior to awarding of the contract.

- a. The Department requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this bid. Such certificate shall include a commitment to provide the City of Worcester/Worcester Public Schools thirty (30) days advance notice of cancellation or nonrenewal. The City of Worcester/Worcester Public Schools will notify the successful Contractor of the intent to issue a contract award. The successful Contractor must at that time submit an original copy of the Certificate of Insurance for Coverage in the minimum amounts stated. The coverage shall be maintained in full force during the term of the contract and shall not serve to limit any liabilities or any other Contractor obligations.

F. COMPUTER REQUIREMENTS AND REPORTS

The Contractor must have computer and information technology support capabilities to provide and transmit electronically the necessary tracking systems and monthly activity reports as required.

G. FINANCIAL ARRANGEMENTS

a. Fees for Services-Delivery to the Worcester Public Schools:

Fees for distribution/delivery services will be invoiced to the Worcester Public Schools.

- Invoices may be submitted to the WPS after each delivery, or monthly, at the option of the Contractor.
- Monthly statements must include a summary of tickets (invoices) for each delivery site. Referenced orders shall be listed in numerical or chronological sequence and show the total number of units delivered.
- The fee for services will be based on the quoted per case charge which may be different for different services, i.e., different fees for deliveries to food prep sites or 3-stories at Vernon Hill.

b. Payments for Shortages and Damages

The Contractor shall be financially responsible for all USDA funded foods released into their care and shall assume and bear the risk of all loss, spoilage, damage, or theft to the USDA Foods while the same is in his possession or control. This includes loss due to flood, fire, or natural disaster.

- Contractors **must** carry insurance on the products in their care, be financially responsible for shortages and damages, and submit reports as may be required.
- Damages shall include, but are not limited to, infestation of product due to improper delivery conditions, as well as physical damage to containers, including serious dents or rust due to humidity and/or inadequate air circulation.

c. Damages

If losses occur due to damages or for other related reasons, the Contractor must notify the Worcester Public Schools immediately for further instruction. The department is not responsible for disposal costs due to damage while the product is in the care of the Contractor. For example, if a pallet of vegetable oil packed in 46 pound cartons topple and the contents of three bottles are spilled on the floor, the Contractor must reimburse the Department for the value of the three bottles of oil or replace the three bottles with oil of equal quality and quantity. These replacement bottles can be delivered to the last recipient agency ordering vegetable oil from the lot. An explanation on the delivery ticket concerning the substitution is required.

H. GENERAL CONDITIONS

- a. Quantities:** It shall be understood by all parties concerned that any agreement established will not obligate the Department to a specific quantity (number of cases). The quantities shown are annual estimates and may vary from year to year. However, the quantities shown are the results of historical tabulations.

- b. **Price:** Financials from bidders shall be quoted on a per case basis in strict accordance with this bid. A single fee shall be stated for dry products, cooler, and freezer items. Delivery fees stated are all inclusive and no other charges shall be assessed. Enter your charge(s) on the appropriate line(s) on the pricing sheet.
- c. **Delivery Routes:** For planning purposes and ability to operate an effective and efficient Food Service Program, the Worcester Public Schools must know when deliveries will occur. The Contractor will provide notification to the Recipient Agency the day of the week delivery will be completed.
- d. **Additions to the Recipients List:** The Worcester Public Schools reserves the right to add or delete pickup/recipients to this program during the term of the agreement.
- e. **Contract Termination:** Contracts may be terminated if funding is unavailable either from the USDA or the Worcester Public Schools.

I. SPECIAL BID CONDITIONS

- a. This agreement shall be governed in all respects as to validity, construction, capacity, and performance or otherwise by the laws of the Commonwealth of Massachusetts and laws, regulations and policies of the USDA.
- b. Contractor shall perform background checks on all drivers or any staff with access to Recipient Agency's facilities in accordance with H4307 "An Act Relative to Background Checks". Delivery driver identification badges are encouraged.

J. SUBMISSION REQUIREMENTS

The following documents must be submitted as part of the bid package:

- 1. **Bid Sheets**-The attached Bid Sheets must be used to submit pricing.
- 2. **Company experience**-bidders will be required to submit with their bid response a detailed company profile providing company background information, experience and qualifications, etc. with a copy of the company organization chart.
- 3. **Insurance: Example of Coverage:** per E.
- 4. **References** and reference information and/or requirements - bidders MUST submit contact information for three (3) references that includes: name of company, contact name, telephone number, description of work provided, and dollar value of contract. The Department reserves the right to utilize information gathered from references, historical information or other sources when evaluating responses. A past history of poor performance may negatively impact a bidder's response. Bidders are also

required to provide at a minimum three (3) reference from an institutional account, or from the largest customers in MA if available.

- 5. Delivery Paperwork to the Worcester Public Schools** - Bidders will submit samples of all delivery paperwork that will be provided to Recipient Agency upon delivery of USDA Foods and sample invoice for payment of delivery services.

DEFINITIONS

USDA Funded Foods: Those items, such as canned corn, refrigerated cheeses, and frozen beef that have received only first stage processing.

Cases: When this term is used, it implies bag, bale, large can or drum, or other wholesale unit.

Commercial Distribution: Warehousing and/or delivery by commercial distributors, public warehouse, contract haulers, or common carriers, as opposed to State or agency operated services.

Commercial Distributor: In the context of these guidelines, a commercial distributor is a firm that delivers foods on regularly scheduled delivery routes. These firms permit recipients of donated foods to order product as needed, subject to a pre-arranged economical delivery quantity.

Common Carrier: A trucking firm that charges a rate per 100-weight or ton-mile whereby the rate is set by the State public utilities authority. Common Carriers must be licensed by the Department of Public Utilities under Mass. General Laws Chapter 159 B Section 3.

Congregate Feeding: Refers to group dining programs.

Contract Hauler: A trucking firm that charges a fixed rate per case or 100-weight, whereby the rate is decided by the hauler.

CWT: Hundred weight.

DA: Distributing Agent, e.g., State USDA Foods distribution authority of record.

Delivery: Transporting foods to designated delivery sites from warehouse platforms. Delivery sites can be food prep sites, agency warehouses, commercial distributors or other intermediate facilities.

Distribution: This text implies either warehousing and/or delivery.

Donated Foods and USDA Foods are used interchangeably. These foods donated by the United States Department of Agriculture US Foods Program to eligible recipient agencies are for use in meal preparation. For purposes of this RFR, the terms donated foods (USDA Foods), items, products, and issues (when used as a noun) will have the same meaning.

EDQ i.e., Economic Delivery Quantity: Refers to a minimum delivery drop size. In the food service trades, this is regarded to be 15 cases or more with a commercial value of about \$500.00-\$700.00 depending on the geographical density of delivery stops.

Recipient Locations: Locations determined by the Worcester Public Schools as being eligible to receive donated foods for their use in preparing meals.

Universal Standard Code: Data commonly used in the private and public sectors as an average or which reflects a common denomination.

USDA: The United States Department of Agriculture

USDA Foods, Donated Foods, Funded Foods are used interchangeably. These foods donated by the United States Department of Agriculture US Foods Program to eligible recipient agencies are for use in meal preparation. For purposes of this RFR, the terms donated foods (USDA Foods), items, products, and issues (when used as a noun) will have the same meaning

User: Recipient or recipient agency.

Volume: Means physical volume, e.g., cases, unless stated otherwise.

Warehouse, Private: A private firm that normally stores its own products.

Warehouse, Public: A private firm that stores products (in this case frozen, chilled and dry foods), that it does not own, for the general public. Public warehouses must be licensed by the Department of Public Health.

Warehouse, Semi-Private: A firm that operates as both a private and public entity.

Warehousing: Receiving, storing and issuing foods across warehouse platforms.

DELIVERY LOCATIONS

ALL School	15 Claremont Street	01610
Burncoat High School	179 Burncoat Street	01606
Doherty Memorial High School	299 Highland Street	01602
North High School	140 Harrington Way	01604
South High School	170 Apricot Street	01603
Technical High School	1 Officer Manny Familia Way	01605
Burncoat Middle School	135 Burncoat Street	01606
Forest Grove Middle School	495 Grove Street	01609
Sullivan Middle School	140 Apricot Street	01603
East Middle School	420 Grafton Street	01604
Belmont Street Community School	170 Belmont Street	01605
Canterbury Street Magnet School	129 Canterbury Street	01603
City View Discovery School	80 Prospect Street	01605
Gates Lane School	1238 Main Street	01603
Goddard School of Science	14 Richards Street	01603
Nelson Place Elementary School	35 Nelson Place	01605
Norrback Avenue School	44 Malden Street	01606
Quinsigamond Elementary School	14 Blackstone River Road	01607
Roosevelt Elementary School	1006 Grafton Street	01604
University Park Campus School	12 Freeland Street	01603
Vernon Hill Elementary School	211 Providence Street	01607

Pricing Sheet

A. Delivering food throughout 21 school preparation kitchens from A&D Cold Storage, 512 Southbridge Street, Worcester, MA and other Worcester Public School production sites to 11 schools one day per week, 15-50+ cases per location.

$$\text{A-1: 235 drops (15 - 50 cases per drop)} \quad \times \quad \$ \underline{\hspace{2cm}} \quad = \quad \$ \underline{\hspace{2cm}}$$

Price Per Drop **Total**

$$\text{A-2: 235 deliveries (51 -150 cases per delivery)} \quad \times \quad \$ \underline{\hspace{2cm}} \quad = \quad \$ \underline{\hspace{2cm}}$$

Price Per Delivery **Total**

B. Manually move food products up 3 flights approximately 65 steps every Wednesday and Friday, 125-200 cases per week, Wednesday and Friday.

$$\text{B-1: 175 cases (estimate per week)} \quad \times \quad \$ \underline{\hspace{2cm}} \quad = \quad \$ \underline{\hspace{2cm}}$$

Price per case: **Total**

C. Pick up food product from North High or other central delivery point for B.

$$\text{C-1: } \underline{\hspace{1cm}} \text{150} \text{ cases (estimate per week)} \quad \times \quad \$ \underline{\hspace{2cm}} \quad = \quad \$ \underline{\hspace{2cm}}$$

Price per case: **Total**

$$\text{Total all Items A-1 + A-2 + B-1 + C-1} \quad = \quad \$ \underline{\hspace{2cm}} \quad *$$

Total Amount All Items

* low bid price to be based on this amount