

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-7945-W3

DATE: December 13, 2022

CITY OF WORCESTER
Christopher J. Gagliastro, MCPPO
Purchasing Agent

BUYER: Christopher J. 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: JANUARY 4, 2022 TIME: 10:00 A.M. LOCAL TIME

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

MARK SEALED ENVELOPE **"Sealed Bid No. CR-7945-W3, Cleaning Products/Program – Food Service EPP / 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: furnish and deliver cleaning products and support program for food service as per the attached requirements and specifications of the City of Worcester Public Schools for a period of one year from date of contract. 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 towards the end of the current contract period.
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 Christopher J. 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@worcestermma.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. 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 prompt pay 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 Public Schools 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	Total Amount
		Furnish and deliver cleaning products and service program as per the attached requirements and specifications of Worcester Public Schools. Bidder must bid on all items. Award to be made in the aggregate. Quantities listed are estimated annual <u>Bidder must specify product manufacturers.</u> <i>Samples, if requested, shall be at no charge to the City. Various items must be tested via pilot program prior to acceptance (see specifications).</i> Questions pertaining to this bid must be directed to Chris Gagliastro at gagliastroc@worcesterma.gov				See attached pricing pages

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

DELIVERY AND/OR COMPLETION TO BE MADE WITHIN AS REQUIRED BY WPS 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.

Worcester Public School, School Nutrition Department
Bid Specification for Food Service EPP Cleaning Program, Products, and Supplies

Overview of Mandatory Specifications and Criteria

WPS is seeking bids on Environmentally Preferable (EPP) cleaning products, supplies, equipment and related support services for food service.

This document outlines the mandatory specifications for each product and service. WPS is requiring a supply of products, equipment, supplies and services for **over 53 meal service sites with delivery to 11 primary locations, other locations will be upon request.** These sites vary in size and type: full service preparation/cooking kitchens, small receiving kitchens that warm prepared food, and sites receiving preheated meals for service. Please see ***Attachment # A: Detailed List of Kitchen Facilities and Primary Delivery Locations*** for a complete list, description and location of WPS school kitchen and food serving facilities. These will be referred to as “meal serving sites” throughout this specification.

Bidders must also fill out ***Attachment B: EPP Programs Support Form*** detailing the technical support available and provided to WPS as part of the transition process to a complete line of environmentally preferable products and supplies.

Bidder must submit bids for all categories.

There are a total of three attachments to assist Bidder completion of this Bid Specification:

Attachment A: Detailed List of Kitchen Facilities and Primary Delivery Locations

Attachment B: EPP Program Support Form

Attachment C (Part A and Part B): Pricing Form

Mandatory Criteria

- 1. Product Third Party EPP Certification** - All products, except sanitizers, must be deemed as environmentally preferable through a recognized third party certification program, or labeling system as specified in this Bid Specification. Bidder must demonstrate that the products are in the process of being certified. Bidder must provide evidence that the product certification is in process.
- 2. Scope of product and service availability** - Bidder must offer a full line of products (including all items listed in Attachment C (Part A and Part B): Pricing Form), services and technical assistance to be responsive. Eleven (11) primary delivery locations identified on Attachment A, delivery may be required upon request to other locations as listed.
- 3. Product adjustments** - The Bidder must have the ability to reformulate products based on a request by WPS, in the event that the product is found to be less than effective, or have objectionable ingredients (e.g. fragrance), or cause negative health effects. The Bidder must provide evidence that they have the capacity to do this.
- 4. Provision of Automatic Dispensing Equipment** - The successful Bidder must provide and service automatic dispensing equipment for dishwashers, and manual dispensing equipment for pot and pan detergent, manual dishwashing detergent, sanitizer, etc. Please note that the City of Worcester does not allow plumbed dispensing systems.
- 5. Bidder Capacity** - The Bidder must demonstrate the capacity to service a district as large as WPS (52 meal sites). This experience must be demonstrated through the submission of:

Worcester Public School, School Nutrition Department Bid Specification for Food Service EPP Cleaning Program, Products, and Supplies

1. A description of one comparable entity served, the size of the entity, the type of services provided and the duration of the project.
6. **Bidder Experience** - The Bidder must have previously provided third party certified EPP food service cleaning products to an institutional or business entity. This experience must be demonstrated through the submission of:
 1. Descriptions of two entities that Bidder provided EPP food service products to, including the types of products provided.
7. **EPP Cleaning Program Experience** - The Bidder must have successful experience providing training and technical assistance to develop an EPP program for institutional food service. This experience must be demonstrated through the submission of:
 1. Two references from training on EPPs.
 2. Samples of customized training materials, including one video, and one PowerPoint
 3. Samples of customized written technical assistance/guidance materials, including one guidance document on transitioning to EPPs, and one wallchart or poster.
8. **Product Dispensing Systems** – The Bidder must provide and service product dispensing equipment for non-warewashing equipment. Please note that the City of Worcester does not allow plumbed, automatic dilution systems. Thus, WPS requires that products are available in non-plumbed dispensing systems that can be dispensed on-site.

The system must utilize a premeasured system of dispensing the product that does not present a safety hazard for the user during the dispensing process. Bidder must provide and service automatic dispensing equipment at no cost.
9. **Product Forms** - WPS requires most products in concentrated form, and guidelines in *Attachment C: Pricing Form* will specify if a product is required to be available in a ready to use (RTU) or concentrated form.
10. **Samples of Products** - The Bidder must provide sufficient free product of each type to be piloted for two weeks at one full service kitchen.
11. **Efficacy Data** - The Bidder must provide documentation of the efficacy of all proposed sanitizer products for food contact surfaces.

MANDATORY SPECIFICATIONS AND DESIRABLE CRITERIA
SUMMARY DESCRIPTIONS

PRODUCT THIRD PARTY ENVIRONMENTALLY PREFERABLE PRODUCT CERTIFICATION

All products, except sanitizers and disinfectants, must demonstrate that they are deemed as environmentally preferable through one or more of the following systems:

1. third party certified to be environmentally preferable through Green Seal or EcoLogo (Canada), or
2. have been approved by EPA's Safer Choice/Design for the Environment (DFE), or
3. at a minimum show evidence of being in the later stages of third party certification, or approval by DFE.

PRODUCT CATEGORY SUMMARY DESCRIPTIONS

WPS is seeking bids for. **Bidder must offer a full line of environmentally preferable products in the following categories to be responsive.**

Part A: WAREWASHING PRODUCTS

Please note that WPS has no low temperature dishwashing machines, thus is not seeking a low temp food contact sanitizer.

This category including products for automatic warewashing machines, including rinse aides and dishwashing soap for automatic warewashing machines, as well as detergent for handwashing of dishes and pots and pans. This product must be in liquid form.

Part B: GENERAL PURPOSE CLEANERS

This category of products includes a variety of concentrated cleaners that can be dispensed on-site without the use of plumbed, automated dispensing equipment. It must utilize a premeasured system of dispensing the product that does not present a safety hazard for the user.

Wherever possible, WPS seeks to consolidate the types and numbers of products used. For example, an accelerated hydrogen peroxide (AHP) based product can be used for many surfaces, e.g. glass, floors, walls, etc. In addition, WPS is interested in a limited number of ready-to use products for certain types of applications. This category includes concentrated general-purpose cleaners.

Part C: SANITIZERS

This category includes concentrated and ready-to-use antimicrobial products including disinfectants, food-contact and non-food-contact surface sanitizers. **This category excludes hand sanitizers and antimicrobial hand soaps.**

Worcester Public School, School Nutrition Department Bid Specification for Food Service EPP Cleaning Program, Products, and Supplies

Part D: SPECIALTY CLEANERS

(Non-antimicrobial only) This category includes ready-to-use **non-antimicrobial** abrasive powdered cleaners; and RTU appliance/oven cleaners; concentrated descalers; and concentrated laundry soap.

Part E: MICROFIBER.

This category includes microfiber cloths, wet mops and handle accessories.

MANDATORY SPECIFICATIONS AND CRITERIA

COMPLETE DESCRIPTIONS

Part A: WAREWASHING - This category must contain a full-line of warewashing products, including:

- Pot and pan detergent
- Rinse aid
- Liquid detergent for automatic dishwashers

Upon award of contract, the successful Bidder must provide a service plan to be approved by WPS to adequately service dispensing equipment in all locations on an on-going basis. This includes a roll-out plan for installation, initial training, and ongoing quality assurance and training.

All products must be submitted in the same liquid container and size as requested in *Attachment C: Pricing Form*.

Part B: GENERAL PURPOSE CLEANERS - This category of products includes a wide variety of concentrated cleaners as well as related dilution and dispensing equipment, in addition to a limited number of ready-to use cleaners.

- A. Concentrated General Purpose Cleaners** (also includes all-purpose and multi-purpose cleaners, peroxide-based cleaners, etc.). This product should be able to also clean surfaces including window and stainless steel.

Criteria: All general-purpose cleaners listed below in Category 1 must meet the following criteria:

1. All products offered in this category must be certified by one of the following or demonstrate how it meets third party certified criteria:
 - a. Green Seal (applicable standards listed in subcategories below) – note that this certification is the most desirable
 - b. UL EcoLogo (applicable standards listed in subcategories below)
 - c. EPA Healthy Choice/Design for the Environment (applicable standards listed in subcategories below)
2. Bidder must make dilution equipment available free of charge for all concentrated cleaning products listed in the pricing sheet for this category, if requested by WPS. At this time, WPS is not using plumbed dilution systems, but may use them in the future during the contract timeframe. WPS reserves the right to determine if the packaging and dispensing systems proposed meet WPS's safety standards. All Bidders must provide the following options:
 - a. Closed Loop Dilution-Control System - concentrated cleaners must be designed and packaged to meet the following requirements:
 - No open containers are allowed. The container must have "spill-resistant packaging" that requires coupling to a specially designed device in order to dispense the product.
 - The container may not be able to be "practically accessed" during routine use. The packaging must not allow for access or exposure to the concentrated product while dispensing or during use.

Worcester Public School, School Nutrition Department
Bid Specification for Food Service EPP Cleaning Program, Products, and Supplies

- b. Portion controlled packaging system – this maybe a pump system, pre-measured pump system, or packet system.
- 3. No products in this category may be offered in aerosol containers.

Third-Party Certifications: Below is a summary of the third-party certifications that apply to criteria in Category 1 listed above:

A. Green Seal Standards

1. Green Seal GS-8 (2013), *Cleaning Products for Household Use*

This standard can be accessed at:

http://www.greenseal.org/Portals/0/Documents/Standards/GS-8/GS-8_Ed5-1_Cleaning_Products_for_Household_Use.pdf

A list of products certified under this standard can be accessed at:

<http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=1>

2. Green Seal GS-34 (2013), *Cleaning and Degreasing Agents*

This standard can be accessed at:

<http://www.greenseal.org/GreenBusiness/Standards.aspx?vid=ViewStandardDetail&cid=2&sid=20>

A list of products certified under this standard can be accessed at:

<http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=20>

3. Green Seal GS-37 (2013), *Cleaning Products for Industrial and Institutional Use*

This standard can be accessed at:

<http://www.greenseal.org/GreenBusiness/Standards.aspx?vid=ViewStandardDetail&cid=2&sid=23>

A list of products certified under this standard can be accessed at:

<http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=23>

4. Green Seal GS-53 (2014), *Specialty Cleaning Products for Industrial and Institutional Use*

This standard can be accessed at:

<http://www.greenseal.org/GreenBusiness/Standards.aspx?vid=ViewStandardDetail&cid=2&sid=42>

A list of products certified under this standard can be accessed at:

<http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=42>

B. UL EcoLogo Standards

Links have been provided below to the applicable standards to download for free. All products certified by UL under one of its EcoLogo standards can be found in UL's *Sustainable Product Guide* using the UL EcoLogo standard number referenced below:

<http://productguide.ulenvironment.com/QuickSearch.aspx>.

NOTE: Products that only meet UL's other standards, such as GREENGUARD, do not meet the specifications for this product category unless expressly noted

UL EcoLogo 2759 (2011), *Standard for Sustainability for Hard Surface Cleaners*

The standard can be found here: <http://www.comm-2000.com/ProductDetail.aspx?UniqueKey=23384>

1. UL EcoLogo 2792 (2012), *Standard for Sustainability for Cleaning and Degreasing Compounds: Biologically-based*

The standard can be found here: <http://www.comm-2000.com/ProductDetail.aspx?UniqueKey=24139>

Note: this standard does not prohibit asthmagens (unlike GS-37 and UL EcoLogo 2759). If a product is certified under UL EcoLogo 2792, it must also be devoid of asthmagens with the following designations: respiratory sensitizers (Rs or RRs), or generally accepted asthmagens (G) as defined by the Association of Occupational and Environmental Clinics (AOEC), which can be found at <http://www.aoecdata.org/ExpCodeLookup.aspx>.

C. EPA's Safer Choice/Design for the Environment

1. DfE's Standard for Safer Products can be found at:

<http://www.epa.gov/dfe/pubs/projects/gfcp/index.htm#Standard>

DfE's Criteria for Safer Chemical Ingredients can be found at:

<http://www.epa.gov/dfe/pubs/projects/gfcp/index.htm>

A list of acceptable DfE products can be found by using the link below. On the search screen, make sure to check the box where it says "Only show companies with a completed on-site audit: ☐". Only DfE products that have received an on-site audit and listed in Category 4 will be accepted. No products with a double dagger will be accepted (‡).

<http://www.epa.gov/dfe/pubs/projects/formulat/formpart.htm>

Part C: FOOD CONTACT SANITIZERS - This category includes concentrated and ready-to-use food-contact surface sanitizers.

This category excludes: hand sanitizers, disinfectants, non-food contact sanitizers, antimicrobial hand soaps, and laundry sanitizers.

Criteria: All **Food-Contact Surface Sanitizers** offered in Category 2 must meet the following criteria:

Mandatory Specifications

- Must be EPA (FIFRA) Registered as a Food-Contact Surface Sanitizer.
- This product must have documented efficacy and EPA registration that complies with FDA food code. The list of approved for approved food contact surface sanitizing solutions (federal code 40 CFR 180.940) for pathogens for raw vegetables and raw meat can be found at

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<https://www.law.cornell.edu/cfr/text/40/180.940>. Note that there are products on the FDA list that are not acceptable under this bid.

Thus, proposed products should offer efficacy and high performance, while being devoid of chemicals that are known to cause asthma, cancer, and skin sensitization. Exceptions:

- Food-contact surface sanitizers, which may contain peroxyacetic acid, an asthmagen.
- Quaternary compounds –WPS’s goal is to replace Quaternary ammonium chloride compounds (e.g., quats - Benzalkonium chloride, ADBACs, DDACs) with safer products based on what is available, but will consider quat-based products on a case-by-case basis.

Prohibited “Active Ingredients” include:

- Chlorine Bleach (Sodium hypochlorite)
- Hydrogen chloride (HCL)
- Silver
- Thyme oil

Acceptable “Active Ingredients” include:

- Although WPS would like to purchase products with ingredients listed in the following bullets, WPS will consider a Quaternary ammonium chloride compound (e.g., Benzalkonium chloride, ADBACs, DDACs) based product on a case by case basis.
- Hydrogen Peroxide
- Peroxyacetic acid
- Lactic Acid
- Citric Acid
- Caprylic Acid

Desirable Criteria

Third-party verification by UL EcoLogo or EPA's Design for the Environment Program (DfE) is encouraged when available, but not required, and will be considered on a case by case basis.

Ancillary Technical Assistance and Training Requirements: All Bidders that offer sanitizers should ensure sales staff are trained to provide responsible advice for their use. Bidder training shall:

- promote pre-cleaning with a non-disinfecting certified “green” cleaner and promote limited targeted use of sanitizers to reduce toxic chemical exposures and lower costs,
- clearly identify the surfaces that need to be sanitized as well as those that do not, and should reiterate the “clean” then sanitize model.

Part D: SPECIALTY CLEANERS - This category includes ready-to-use and concentrated non-antimicrobial cleaners including:

- abrasive powdered cleaners
- appliance/oven/grill cleaner
- descalers

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- laundry soap

Mandatory Specifications - All specialty cleaners offered in Category 3 must meet the following criteria:

1. No products in this category may be offered in aerosol containers.
2. All products offered in this category must either be currently certified by one of the following:
 - a. Green Seal (applicable standards listed below)
 - b. UL EcoLogo (applicable standards listed below)

OR

- c. Receive an alternative WPS approval for specialty products or innovative technologies, such as products that are recognized by and have received an on-site audit from the EPA's Safer Product/Design for the Environment (DfE) Program. This excludes all products with a double dagger (‡).

Applicable standards are listed below.

Third-Party Certifications and Recognition Programs: Below is a summary of the third-party certifications and recognition programs that apply to criteria for Category 4 products listed above:

A. Green Seal Standards

1. Green Seal GS-08 (2013), *Cleaning Products for Household Use*.

This standard can be accessed at:

<http://www.greenseal.org/GreenBusiness/Standards.aspx?vid=ViewStandardDetail&cid=2&sid=1>

A list of products certified under this standard can be accessed at:

<http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=1>

2. Green Seal GS-37 (2013), *Cleaning Products for Industrial and Institutional Use*.

This standard can be accessed at:

<http://www.greenseal.org/GreenBusiness/Standards.aspx?vid=ViewStandardDetail&cid=2&sid=23>

A list of products certified under this standard can be accessed at:

<http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=23>

<http://www.greenseal.org/GreenBusiness/Standards.aspx?vid=ViewStandardDetail&cid=2&sid=43>

3. Green Seal GS-52 (2014), *Specialty Cleaning Products for Household Use*

This standard can be accessed at:

<http://www.greenseal.org/GreenBusiness/Standards.aspx?vid=ViewStandardDetail&cid=2&sid=38>

A list of products certified under this standard can be accessed at:

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<http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=42>

4. Green Seal GS-53 (2014), *Specialty Cleaning Products for Industrial and Institutional Use.*

This standard can be accessed at:

<http://www.greenseal.org/GreenBusiness/Standards.aspx?vid=ViewStandardDetail&cid=2&sid=42>

A list of products certified under this standard can be accessed at:

<http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=42>

5. GS-51, *Laundry Care Products for Industrial and Institutional Use*

This standard can be accessed at:

<http://www.greenseal.org/GreenBusiness/Standards.aspx?vid=ViewStandardDetail&cid=6&sid=43>

A list of products certified under this standard can be accessed at:

<http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&sid=43>

B. UL EcoLogo Standards

Links have been provided below to the applicable standards to download for free. All products under UL EcoLogo can be found here using the UL EcoLogo standard number referenced below: <http://productguide.ulenvironment.com/QuickSearch.aspx>.

NOTE: Products that only meet UL's other standards, such as GREENGUARD, do not meet the specifications for this product category unless expressly noted.

UL Ecologo standards can be found here: <http://www.comm-2000.com/ProductDetail.aspx?UniqueKey=23384>

1. UL EcoLogo 2759 (2011), *Standard for Sustainability for Hard Surface Cleaners*

The standard can be found here: <http://www.comm-2000.com/ProductDetail.aspx?UniqueKey=23384>

2. UL Ecologo 2776 (2011) *Laundry Detergents and Fabric Softeners*

The standard can be found here:

<https://industries.ul.com/environment/certificationvalidation-marks/ecologo-product-certification>

C. Alternative Approval

A list of alternative approval categories for cleaning products, programs, equipment and supplies can be viewed on the Toxics Reduction Task Force webpage: <http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/procurement-prog-and-serv/epp-procurement-prog/toxics-reduction-task-force.html> and listed below. The purpose of allowing for an alternative approval is to foster innovation in EPPcleaning.

Alternative Approval:

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WPS has approved the use of the [EPA's Safer Choice/Design for the Environment Safer Chemical Labeling Program](#), for products listed in *Category 4: Specialty Products* for products that have completed an on-site audit:

- DfE's Standard for Safer Products can be found at:
<http://www.epa.gov/dfe/pubs/projects/gfcp/index.htm#Standard>
- DfE's Criteria for Safer Chemical Ingredients can be found at:
<http://www.epa.gov/dfe/pubs/projects/gfcp/index.htm>
- A list of acceptable DfE products can be found by using the link below. On the search screen, make sure to check the box where it says "Only show companies with a completed on-site audit: ☐ ". Only DfE products that have received an on-site audit and listed in Category 4 will be accepted. No products with a double dagger will be accepted (§).
<http://www.epa.gov/dfe/pubs/projects/formulat/formpart.htm>

Part E: MICROFIBER

WPS is seeking microfiber for use in the kitchen and cafeteria to clean surfaces and floors, including, but not limited to; glass, stainless steel, tables, etc.

1. 16 by 16 microfiber cloths, able to be laundered 500 times, in three different colors
2. 18 inch mop head, handle and charging bucket – mop heads able to be laundered 500 times
3. 18 inch mop head, and handle with water reservoir (bucketless mop)
4. Scrub Sleeves on mop pads

ATTACHMENT B: EPP Cleaning Program Support Form
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Worcester Public School, School Nutrition Department
Bid Specification for Food Service EPP Cleaning Program, Products, and Supplies

Company Name:

General Background and Instructions:

The following questions are derived from the basic components of the US Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) standard for existing buildings, known as the LEED-EB Operations and Maintenance standard, as well as recommendations from other independent high performance Environmentally Preferable Product (EPP) cleaning programs, such as Green Seal's GS-42: Commercial and Institutional Cleaning Services.

They are indicated here to inform Bidders of the type of comprehensive EPP cleaning program WPS is seeking under this contract to the greatest extent possible.

Bidders shall review the questions posed in each section, and use the box provided to indicate how their program and/or service addresses these components.

Documentation – Instructions are included below regarding how Bidders should respond to this form. Supporting materials such as training modules, certifications, or other instructional documents should only be included where requested, or where such details are necessary to adequately provide the information requested.

Such documents must be named "EPP Program for Food Service [your company name] [document title]" and the document title should specifically be referenced in the answer to the relevant question on this form, and in the list of sections and their attachment on the lower section of this page.

Bid Specification Response Form Requirements - All Bidders must complete and return this form with their response in order to be considered responsive. Completing every section of this document is mandatory unless instructions for specific questions state otherwise.

ATTACHMENT B: EPP Cleaning Program Support Form
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Company Name:

Company Information	Bidder Response
Company Name	
Name: Contact Person Completing the Form	
Contact Person's Email	
Contact Person's Phone #	

BID SPECIFICATION ATTACHMENTS: All bidders are required to include the following documents in their response. Add a list of relevant attachments underneath each section. Please list their title and check off the completed items on this list as you do so:

- ☐ Section 1: Standard Operating Procedures and Other Requirements
 - ☐ Attachment #
- ☐ Section 2: Communication Strategy
 - ☐ Attachment #
- ☐ Section 3: Training
 - ☐ Attachment #

ATTACHMENT B: EPP Cleaning Program Support Form

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Company Name:

Note: this form will expand as you insert text to complete the questionnaire.

Program Components

Section 1: Standard Operating Procedures (SOPs) and Other Requirements

1. Must provide and maintaining a set of written guidelines or SOPs that govern the cleaning, sanitizing, etc. procedures and other related operations referenced in this form. Attach an example of these forms and describe in detail in this section.

Answer:

Section 2: Communication Strategy

1. Please submit examples of communications above where available using multiple languages, written text, or graphics.
 - a. Description:
 - b. List of electronic files (if any) submitted as attachments containing supporting documentation for this service:

Section 3: Training

1. Describe the various types of training and classes that your company provides (e.g. cleaning practices, safety, etc.). Please explain how you (if at all) distinguish between new and ongoing employees and supervisors, and provide details on who will deliver such training, at what frequency, in what type of venue (e.g. on-site, classroom, demonstration, etc.), and what type of methodology. In addition, please indicate what languages they are available in. Add table rows to below if needed.

Training title and description	Who provides it (include subcontractor company name(s)) and their qualifications and certifications	Training materials used and delivery method (indicate what languages)

ATTACHMENT B: EPP Cleaning Program Support Form

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Company Name:

2. Identify staff or your sub-contractor trained in Green Seal (GS- 48), LEED-EB or MassCHPS, who may be called in to assist WPS. Please provide information on the assistance available.

Assistance Available:

3. Describe how records of training are maintained on each customer?

Answer: