

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-7964-W3

DATE: February 2, 2023

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: FEBRUARY 22, 2023

TIME: 10:00 A.M. LOCAL TIME

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

MARK SEALED ENVELOPE **"Sealed Bid No. CR-7964-W3, Warehousing – Food (USDA) / 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 warehousing services for Food Products/Packages (USDA funded) as per the 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 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](mailto: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](mailto: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 or 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    ☒    NO \_\_\_\_\_

Delivery to be made to: Worcester Locations as required

This Bid includes addenda numbered \_\_\_\_\_

|   |
|---|
| <b>NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING!</b> |
|---|

**BIDDER TO COMPLETE ITEMS BELOW**

| Item No. | Estimated Quantity | Description  | Mfg. | Model No. | Unit Price               |  |
|----------|--------------------|--|------|-----------|--------------------------|--|
|          |                    | <p>Provide warehousing of food (USDA funded) for a period of one year from date of contract 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 <a href="mailto:gagliastroc@worcesterma.gov">gagliastroc@worcesterma.gov</a></p> |      |           | <b>See Pricing Pages</b> |  |

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.**

## **Warehousing of Frozen, Chilled, and Dry USDA Funded Foods - Worcester Public Schools (WPS)**

This Bid is addressed to public warehouses, contract haulers and wholesale distributors, who have adequate warehouse capacities to receive and store frozen, chilled and dry food products in a sanitary manner with pick up options on a regularly pre-scheduled daily and weekly basis, with weekly being preferred, or as otherwise mutually agreed upon by the Worcester Public Schools. Must also provide the Department on-line access 24 hours a day, 7 days a week for computerized activity monitoring of inventory including, but not limited to, stock status, product utilization, expiration dates, and daily sales. All Department required reports must be prompt, precise and sent in an electronic manner.

### **SCOPE OF SERVICES AND PERFORMANCE REQUIREMENTS**

#### **A. PURPOSE**

The purpose of the Bid is to select contractors for warehousing of USDA funded food for the Worcester Public Schools. This bid is directed toward firms that currently either have or propose to acquire, prior to contract award, adequate warehouse to handle additional volumes of foods including dry, frozen and chilled items.

Contractors are advised that the receipt, storage 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](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>

Warehouse facilities and warehousing 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 INVITATION

1. **Scope**: The WPS proposes to contract with a commercial firm to warehouse frozen, refrigerated, dry, and fresh foods to schools.
2. **Regions**: The City of Worcester.
3. **Volume**: The volume of USDA foods is approximately 100,000 cases per year for a total of approximately 3,840,000 pounds based on School Year 2022 data. However, up to 8,000 cases could be stored at a warehouse at any given time.
4. **Warehousing**
  - a. **Storage Requirements**: Facility must have proper storage capacities in frozen, chilled, and dry environments, all located at one (1) site.
    - i. Facility must have adequate aisle staging and dock space to accommodate the storage requirements. See section G. Warehousing for further details.
    - ii. Approximately 10% of the basic foods are dry (canned or packaged), 80% percent frozen and 10% refrigerated. The actual percentages may vary. Quantities and varieties of food can change without notice.
    - iii. If quantities of food rise beyond current estimates the facility will be expected to handle all food allocated to it. The City of Worcester bears no fiscal responsibility to the facility if quantities drop below or rise above current estimates.
    - iv. All Worcester Public School Foods must be stored in a manner that distinguishes them from all other non-WPS (commercial) foods, including separated inventory recordkeeping.
    - v. Compliance with all Federal, State, and local food safety regulations, including required health inspections and procedures for responding to a food recall.
  - b. **Inventory Turns**: Contracts will cover a 30 day dwell time for each inbound shipment. Since most frozen items are in high demand, they may turn more rapidly than dry products. Inventory turns will depend on the spacing of inbounds by the Worcester Public Schools and/or designated hauling contractor and the scheduling of outbound deliveries by the designated hauling contractor.
  - c. **Normal Peaks**: Volume will peak between September and March. Volume is low in June and July and moderate in August.
  - d. **Cases**: Wholesale units (cases) on average weigh 35-40 pounds and approximately measure 1.1 cubic feet.
  - e. **Product Arrivals**: Many products arrive by truck either palletized, slip sheeted or tailgated at the discretion of the Worcester Public Schools.
    - i. Other shipments come by piggyback either slip sheeted, palletized or floor stacked for unloading by the receiver. Warehousing contractors

are responsible for unloading all piggyback arrivals but may call shippers for preferred loading at the Contractor's expense.

- ii. The Warehousing contractor will be responsible for any charges for detention/demurrage or other charges which may accrue after the truck has been given an unloading appointment.
- f. **Inbound Shipments:** The Worcester Public Schools will provide a Sales Order Report or electronic communication prior to the start of the new school year and anytime new sales order are placed or as otherwise requested by the Warehousing contractor.
  - i. Sales reports detail incoming products and expected delivery timeframes.
  - ii. Shippers contact the Warehousing Contractor directly to schedule appointments for delivery.
  - iii. Shipments may not always conform to plans. Contractors share partial control with the Worcester Public Schools over inbound shipments. The Warehouse Contractor can call shippers to discuss loading methods.
  - iv. The Warehouse Contractor must make every effort to schedule an appointment for delivery by the expected due date of delivery.
- g. **Notice of Arrival:** The Warehouse Contractors must notify the Worcester Public Schools by the next business day of receiving USDA or other foods. The Warehouse Contractors will be required to electronically submit all inbound receipts of USDA and other foods.

## 5. **Pick-up**

Pick up from a carrier contracted with the Worcester Public Schools and/or a Worcester Public School truck will occur typically one day per week per scheduled appointment with the facility.

- a. **Pick Up Hours:** 7:00 a.m. to 3:00 p.m., unless another mutually agreed upon time is determined with the Worcester Public Schools.
- b. **Order Forms:** The Worcester Public Schools will transmit USDA or other food delivery reports, by electronic data transfer, upon notification of product arriving at the warehouse whereas a delivery date will be placed. The Warehouse Contractor must:
  - i. Communicate directly with the Worcester Public Schools and/or transportation carrier regarding the Worcester Public Schools order.
  - ii. Work with the Worcester Public Schools and/or transportation carrier to arrange pick up in a timely manner that meets the Worcester Public Schools delivery schedule and needs.
  - iii. Communication between the warehouse and the Worcester Public Schools and/or transportation carrier must occur within 24 hours of the warehouse receiving the Worcester Public Schools order. Communication may be in the form of phone or email. An email with a scanned copy of the order is recommended and preferred.

- c. **Warehouse Charges:** Fees must be quoted on a flat rate basis, e.g., one consolidated fee for frozen, chilled, and dry foods based on the data presented.
  - i. Storage fees must include a 30 day dwell time.
  - ii. Warehouse fees must also include pickup at warehouses on Recipient Agency operated or appointed trucks.
- d. **Payment:** The Warehousing Contractor will invoice the Worcester Public Schools weekly for storage fees.
  - i. Contractors are advised that invoices to the Department for warehousing may not be paid 30 days until up to 60 days and that interest charges will not be paid.
  - ii. The final payment for each fiscal year will be processed after reconciliation of physical inventories has been completed for the applicable fiscal year. Any physical inventory discrepancies will be calculated in accordance with federal regulations and guidelines.
  - iii. Invoices must be dated to coincide with the state fiscal year of July 1- June 30. Invoices must not cross fiscal years.
  - iv. The Contractor shall submit invoices to the Worcester Public Schools weekly. Each invoice for pickup at the warehouse shall include a summary of 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 picked up.
- e. **Records:** Contractors must maintain complete and accurate records regarding the receipt, release and inventory of all USDA Foods. To adequately provide reports in a timely manner, an offeror should have adequate computer equipment and programs, and have the capacity to provide the Worcester Public Schools on-line access to inventory 24 hours a day, 7 days a week.
- f. **Duration of Contract:** The Worcester Public Schools plans to issue this contract for 1 year with provision for two 1-year extensions.
- g. **Contract Cancellation and Subcontracting:** The agreement may be cancelled by either party within 120 days written notice or within 10 days written notice by the Worcester Public Schools for noncompliance. Contractors shall be completely responsible for the cost of transferring residual merchandise to other points designated by the Worcester Public Schools in the event of cancellation.

## C. ITEMS

Items put through a Contractor's warehouse are described below ("Contractor" indicates a firm that warehouses.)

USDA Foods: USDA Foods are items which are purchased and/or made available by the USDA for shipment "as is" directly to Contractor warehouses. Although USDA makes

available a total of about 180 basic USDA Foods, only about 70 are available at any one time. Each product has a unique six-digit numeric code.

Approximately 10% of the basic foods are dry (canned or packaged), 80% percent frozen and 10% refrigerated. The actual percentages may vary. Quantities and varieties of food can change without notice. Master cartons average 1.1 cubic feet with an average net content of 35-40 pounds.

**OTHER Foods:** Foods other than USDA Brown Box shipped in direct from supplier, manufacturer and/or farmer. May include fresh produce such as apples and carrots.

## **D. VOLUME**

The anticipated annual volume of donated foods put through the Contractors' warehouse is estimated to be 100,000 cases per year for a total of approximately 3,840,000 pounds based on School Year 2022 data. However, up to 8,000 cases could be stored at a warehouse at any given time.

It shall be understood by all parties concerned that the volume mentioned are contingent strictly on the quantities made available to the Worcester Public Schools from the USDA and other sources and that any agreement established as a result of this bid will not obligate the Worcester Public Schools to a specific quantity or range of basic USDA and other foods. However, the data is based on previous experiences and expected goals for subsequent years.

## **E. INBOUND SHIPMENTS**

1. Schedules and Methods: The scheduling of inbound shipments of basic USDA and other foods is controlled by the Worcester Public Schools. Most USDA/other foods are scheduled for inbound shipment at predictable shipping periods; therefore, the Warehousing contractors will often know in advance the types and quantities of food to be received. However, some volatile availability of basic USDA/other foods items such as chicken and beef are often available to the Worcester Public Schools by the USDA on short notice; therefore, knowledge of inbound shipments on these items might be limited to a shorter lead times.

The Worcester Public Schools will notify the Warehousing contractor of expected shipping periods for basic USDA/other foods. The Warehousing contractor will maintain a log of expected inbound shipments which will project receipts in advance. The purpose of the log is to augment communications between the Worcester Public Schools and the Contractor in controlling inbound shipments and inventory levels.

Nearly all inbound shipments of basic USDA/other Foods will arrive per load (1,000-2,000 cases more or less) in full or partial loads. The Contractor must plan on some volume arriving by piggyback as well as truck. For the purposes of this specification, offerors should consider that 30% of the volume will arrive by piggyback. When

shipments are made by piggyback at the discretion of the USDA/other shippers, it is the responsibility of the Contractor to either unload the “pig” in the allotted time or pay a fee for holdover. The Contractor may request the “pig” company to upgrade the service so that the load will be unloaded by “pig” personnel. Such upgrades will be at the expense of the Contractor.

The Worcester Public Schools requests shipments of USDA/other foods to be either palletized or slip-sheeted. Compliance with these basic instructions, however, is not guaranteed either by the USDA/other or the Worcester Public Schools. Piggyback shipments must be unloaded at the Warehouse contractor’s expense. All shipments must be accepted regardless of the shipping and/or loading methods. No shipments can be refused if loading and/or shipping methods are approved or considered acceptable by the USDA and the Worcester Public Schools. Any adjustments of inbound shipments, particularly with regard to pallet sizes, stacking ties and heights, made for the convenience of the Warehouse contractor will be at the Warehouse contractor’s expense.

Arrangements made with suppliers by the Warehouse contractor for palletizing or slip-sheeting will be made at the Warehouse contractor’s expense. However, with truck shipments, truckers are required to tailgate products and call for unloading appointments 24 hours in advance.

If there are any questions concerning the condition of a shipment on arrival, the Contractor must call the Worcester Public Schools immediately for acceptance or refusal instructions. Warehouse contractors do not have authority to refuse shipments without prior approval. The Warehouse contractor must accept all shipments in accordance with USDA and/or Department instructions.

USDA Shipments and Receipt of all Foods received on behalf of the Worcester Public Schools must be in accordance with provisions contained in ‘FNS Instruction 709-5, Rev 3, Shipment and Receipt of Foods’

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

2. Receiving Procedures: Since a Contractor is responsible for all USDA/other foods received, the same care must be exercised in receiving USDA/other donated foods as for his own products. Loads 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 storage facility.
  - b. Record and communicate any product date coding information provided on the products.
  - c. The contractor shall examine each USDA/other foods shipment for possible shortage or damage



- i. and shall immediately notify the Worcester Public Schools of any shortage or damage
  - ii. In case of shipments containing damaged or out-of-condition USDA/other foods not exceeding fifty percent (50%) of total capacity, the contractor shall immediately notify the Worcester Public Schools by telephone of gross damage and shall proceed to take necessary steps to salvage such damaged USDA/other Foods and shall, not more than five (5) days thereafter, notify the Worcester Public Schools of net damages.
  - iii. In the case of shipments containing damaged or out-of-condition USDA/other Foods exceeding fifty percent of total shipment, the contractor shall immediately notify the Worcester Public Schools by telephone of the condition of such shipment but shall not unload or otherwise handle the same until instructions are received from the Worcester Public Schools.
  - iv. Contractors must document the damage with a digital camera and forward the pictures via email to the Worcester Public Schools before the truck is unloaded. USDA/other Foods found unfit for human consumption shall be disposed of in accordance with specific instructions to be given in each case by the Worcester Public Schools.
  - v. Complete the **MA USDA Foods Damage-Loss Report**, and forward to the Worcester Public Schools.
- d. The Contractor is also responsible for the following:
1. Assuming all freight demurrage and detention charges.
  2. Bracing or leveling stop-off shipments for further movement and for removing all damage or debris from trucks and piggybacks.
  3. Having sufficient warehouse space to absorb all inbound freight at abnormal peak loads at no additional cost to the Department or recipient agencies.
  4. Rotating all stock on a first-in, first-out basis except where production date or shelf life data indicates the product is older. In such cases, the older product will be shipped first. The Contractor will provide evidence of stock rotation for review by the Department.
- e. The Warehousing contractor is liable for claims levied by the USDA or the Worcester Public Schools as a result of their failure to properly secure, handle, protect, or account for inbound shipments. This includes any product held by a subcontractor.

## F. WAREHOUSING

Contract warehouse facilities utilized to service recipient agencies must be of adequate size to warehouse the foods indicated in this document, including unusual surges in inventories of frozen, chilled and dry foods, as well as expansions in the number of items. Contractors must provide documentation of ownership or lease of warehouse facilities.

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

**Space Requirements:** The Contractor must have adequate warehouse space to warehouse and protect products in accordance with the 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>. The projected space requirements for the various item groups are as follows:

- a. **Dry Groceries-Regular Care:** These are predominantly canned items which can be stored in a well ventilated or cooled dry space.
  - b. **Dry Groceries-Special Care:** These are packaged, bagged or canned items which may require special care to prevent infestation or quality slippage and thus may require storage in air conditioned (or refrigerated) space during hot periods.
  - c. **Frozen:** These items require storage at zero degrees F. Because of the high demand for frozen items, they normally turn somewhat faster than dry items.
  - d. **Chilled:** These items must be stored in refrigerated space at temperatures and humidity in accordance with 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>
1. **Sanitation & Temperature Requirements:** A Contractor will store, manage, and transport USDA/other foods in conditions that are sanitary, at proper temperature and humidity, and with adequate air circulation. The warehouse may be inspected annually by USDA, Comptroller General, and annually or greater by the Worcester Public School officials for sanitation and temperature requirements. At all times warehouse facilities and warehousing practices must be in compliance with Massachusetts Department of Public Health regulations 105 CMR 500.000-Good Manufacturing Practices for Food and 21 CFR Part 110.00 and the United States Food, Drug and Cosmetic Act.
  - a. The Contractor must provide the firm's most recent health inspection certificate prior to contract approval.
  - b. Contractors must maintain daily logs on the temperature in all freezers, refrigerated or air conditioned and dry storage rooms.
  - c. Contractors must agree to additional inspections by USDA or state officials if requested by the Worcester Public Schools.
2. **Inventory Practices:** The contractor shall rotate all stock on a first-in, first-out basis except where production date or shelf life data indicates the product is older. In such cases, the older product will be shipped first.
  - a. **Perpetual Inventory:** The Contractor shall maintain perpetual inventory of USDA donated/other foods and processed foods. Moreover, the Contractor shall provide the Worcester Public Schools with electronic monthly inventory

reports and monthly audit transaction reports valued as of the last day of the month upon request. Inventory reports must mimic the USDA FNS-155 format:

- List products by item code and description
- Amount on hand (units) at the beginning of the month
- Amount received
- Amount delivered to RA's
- Any adjustments (with explanation)
- Ending balance on hand
- Expiration Dates

b. **Monthly Audit Transaction Reports:** shall show item code, beginning balance, ending balance, date of transaction, type of transaction, delivery order number and quantity shipped. Sample reports are to be submitted with the bid response.

For disaster or emergency planning, or in the event of an actual disaster or emergency, Contractor will be required to provide within 1- 24 hours an electronic report of current inventory levels of all products on hand.

c. **Physical Inventory:** At a minimum, Warehousing contractors are required to conduct a mid-year and an annual physical inventory, usually during the last week of December and June, respectively. Contractors will not be allowed to receive or ship any USDA or other products into or out of the Worcester Public School's account during inventory periods. The Contractor must provide adequate staff and equipment to ensure an accurate count in an efficient manner for the duration of the physical inventory. The Department reserves the right to require the Contractor to conduct a physical inventory at any time.

d. **Inventory Discrepancies:** Should overage and shortage discrepancies between physical inventory and book inventory exist, such discrepancies shall be reconciled in accordance with USDA guidelines. Overages and shortages of USDA and other Foods will be settled by computing the value of such shortages and overages based on the "unit value" established by the USDA, at the time of the reconciliation.

- If the value of shortages exceeds the value of overages, a monetary, or in-kind settlement for the differences in value will be required.
- If the value of overages exceeds the value of shortages, no settlement will be made.
- Offsets will be allowed only against "like" USDA/other Foods which have been packaged in a similar manner, for example: canned applesauce against canned apples. We will not allow unlike products, such as frozen beef against frozen green beans.
- Book inventory will be adjusted after settlement to correspond with physical inventory, but no later than January 31 and June 30 of the end of the fiscal year to which they pertain.

Once the physical inventory has been reconciled by both parties, it will be final. The Department will not allow prior year adjustments to be carried into current or subsequent years.

- e. **Product Damage after receipt:** Any product damaged while in the care of the Warehousing contractor is to be reported to the Worcester Public Schools immediately, including documentation of such damage with digital photos and completion of the USDA Foods Damage-Loss Report. The Department will provide instructions to the Contractor regarding the disposition of the damaged product.

## G. OUTBOUND ALLOCATIONS OR DELIVERIES

1. **Allocations:** Once the Worcester Public Schools has been notified the USDA/other product has arrived at the warehouse, the Contractor will receive the allocation files for the individual USDA/other products ordered by the Worcester Public Schools. The Contractor will receive consolidated allocation reports (delivery quantity data) from the Worcester Public Schools via electronic data transfer. Refer to Section 1.B.6.d Order Forms on page 4.
  - a. **Internet Access:** The Contractor must have internet access available in order to send and receive data transfer.
  - b. **Delivery Confirmation:** For the purposes of confirming delivery and inventory, Contractors will download and print delivery orders at their facility. A copy will be provided to the transportation carrier to be included with the delivery to the Worcester Public Schools. Upon delivery, the Recipient school and delivery driver will sign and note any variance such as, but not limited to shortages, substitutions, inaccuracies in quantity, incorrect product, damaged product, refused product. The Worcester Public Schools must be notified the next business day of any delivery variances for determination on how to handle the product in question.
2. **Warehouse Operations:** A Contractor who performs warehouse operations must communicate directly with the assigned Worcester Public Schools transportation carrier regarding the arrival of the Recipient Schools order to be delivered and work with the transportation carrier to arrange pick up in a timely manner that meets the Worcester Public Schools delivery schedule and needs.
  - a. **Communication** between the warehouse and the transportation carrier must occur by the next business day or earlier of the Worcester Public Schools submitting the order to the warehouse.
  - b. **Communication methods** may be in the form of phone, fax or email. An email with a scanned copy of the ticket is recommended and preferred.
  - c. **Once the order is received,** the Worcester Public School's or a designated transportation carrier will contact the warehouse contractor for an appointment for pick-up of the order(s) at maximum 72 hours prior to the scheduled appointment, the transportation carrier will notify the

- warehouse by phone, fax or email the Recipient Agency's tickets to be picked up in bulk.
- d. **Order Delivery Sites:** When delivery is requested by the Worcester Public Schools, the Worcester Public Schools will be required to submit a breakdown of the consolidated order by delivery site to the transportation contractor in a format acceptable to the transportation contractor at least 72 hours in advance of delivery (or as otherwise stipulated by the Contractor in the bid response).
  - e. **Delivery Order Size:** Recipient agencies will order in minimum of 15 cases of USDA Foods.
3. **Pricing:** The pricing will be established by the Warehousing Contractor in the bid response.
  4. **Pick-up Frequency:** Worcester Public Schools will have the option, at a minimum, for biweekly pickup, with weekly being preferred. USDA Foods order submissions must be issued to the designated Worcester Public School carrier/trucking agency on the next available 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.
  5. **Notice of Pick-up:** Notices of pick-up made of USDA Foods must be submitted to the Worcester Public Schools by the Warehousing contractor the next business day, in accordance with procedures outlined in the section of this bid relating to "Computer Requirements and Reports".
  6. **Delivery Sites:** The Worcester Public Schools may elect to pick up USDA/other Foods at the Contractor's warehouse.
  7. **Assurance of Pick Ups and Delivery Frequency and Times:** For an effective and efficient operation of the Worcester Public Schools food service program, the Worcester Public Schools must be guaranteed timely and accurate availability of USDA Foods. Deliveries or warehouse outbound pickups may be made on a regularly prescheduled day of the week, as determined by the Warehouse contractor and the Worcester Public Schools.
    - a. Warehouse pick-up shall be available biweekly, weekly being preferred, with a 15-case minimum but may be less frequent.
    - b. Pick-ups are to be made in response to orders submitted by the Worcester Public Schools in advance, in accordance with pre-scheduled pick up days as determined by the Warehouse Contractor and the Worcester Public Schools.
    - c. Pick up may be made between the hours of 7:00am to 3:00pm Monday through Friday to accommodate school schedules.
    - d. Note: discussion with the Worcester Public Schools is crucial as the Worcester Public Schools may be able to accommodate delivery times outside of this time frame or able to make arrangements for key drops or other alternatives.
    - e. Pick-ups missed due to inclement weather, breakdowns or other unforeseen conditions shall be rescheduled within a maximum of one (1)

- working days, unless the Recipient Agency and Department agree to a later delivery date.
- f. Notice of changes in pick up schedules by the must be submitted to Worcester Public Schools 2 weeks in advance of implementation.
  - g. Contractors must call the Worcester Public Schools if warehouse issues or pick-up will not be made on the prescheduled day or before 1:00 p.m.
  - h. Worcester Public School pick-ups at Contractor's warehouse shall be made on prescheduled days. The Worcester Public Schools must be allowed to pick up USDA foods between the hours of 7:00 a.m. and 3:00 p.m. Appointments for pick- ups and tickets involved are to be scheduled by the Recipient Agency 24-72 hours in advance.
8. **Delivery Shortages:** If the Contractor initially fails to provide or have available an inventoried product in stock, the Contractor shall make available the product on the following scheduled delivery day at no extra charge.
- a. Any other arrangement must be agreed to by the Worcester Public Schools. Special deliveries are only required if the Contractor fails to deliver an ordered product that is in stock.
  - b. The Contractor is expected complete an order or correct picking errors on makeup days within a reasonable time frame agreed upon by the Worcester Public Schools.
9. **Delivery Drop Areas and Confirmation:** The Worcester Public Schools or designated carrier shall deliver USDA 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 Foods on shelves nor stack in reach-in coolers, freezers or other cabinets, or to rotate stock. Recipient agencies are not required to help the driver unload.
- Drivers shall request an authorized receiver to verify accuracy of items, quantities of each item, total quantities and condition of USDA 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. INSURANCE REQUIREMENTS**

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

- a. The Worcester Public Schools requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. Such certificate shall include a commitment to provide the Department thirty (30) days advance notice of cancellation or nonrenewal. The 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.

- b. The warehouse shall be responsible for carrying “Warehouseman Legal Liability Insurance” up to \$3 million dollars. Contractors must submit a copy of the Certificate of Insurance for the following fiscal year by June 30th of the preceding year.

## **I. COMPUTER REQUIREMENTS AND REPORTS**

1. During the fiscal year, the Warehousing Contractor must account to the Worcester Public Schools for all USDA and other foods received and distributed and notify the Worcester Public Schools of the value of USDA and other foods received and distributed during the year.
  - a. The Warehousing contractor must have computer and technology support capabilities to provide and transmit electronically the necessary tracking systems and monthly activity reports as required.
  - b. The contractor must provide the ability for the Worcester Public Schools to access inventory on-line 24 hours a day, 7 days a week.
2. Warehousing contractors must have computer capability to perform these essential tasks:
  - a. Prevent overdrawn of allocations by the Worcester Public Schools.
  - b. Provide notices of deliveries made to recipient locations of USDA and other foods by the next business day.
  - c. Provide monthly reports on residual stocks by items and recipient agency
  - d. Inventory levels by items with expiration dates
  - e. Notices of storage charges for over dwells.
  - f. Submit monthly transaction reports detailing distribution by product and recipient agencies as stated in, Section F.2. Inventory Practices page 10.
3. The Warehousing contractor shall maintain records fully accounting for receipt and disposition of all USDA and other foods. Such records must be maintained for three (3) years following the close of the federal fiscal year to which they pertain and must be available for review at any reasonable time upon request of either the USDA, the Worcester Public Schools, or the U.S. Comptroller General.
  - a. For the purposes of Federal or State audit, the Warehousing contractor must maintain an audit trail between computer printouts and delivery orders numbers.
  - b. Delivery orders must be stored in an organized and easily accessible manner either numerically or chronologically.
  - c. Delivery orders may be audited at the Warehousing contractor’s warehouse or the Warehousing contractor may be required to deliver them to allocation designated by the Department.
  - d. Delivery orders may be audited on a sample, or entire lot basis.

## J. FINANCIAL ARRANGEMENTS

1. **Fees for Services-Warehousing:** Fees for warehousing of inbound shipments will be paid upon Contractor's submitting the receipt to the Worcester Public Schools.
  - a. **Payments for Shortages and Damages:** The Contractor shall be financially responsible for all USDA and other foods released into his care and shall assume and bear the risk of all loss, spoilage, damage, or theft to the USDA and other foods the same is in his possession or control.
  - b. Contractors **must** carry insurance on the products in his care, be financially responsible for shortages and damages while in possession, and submit reports as may be required.
  - c. Damages shall include, but are not limited to, infestation of product due to improper storage conditions, as well as physical damage to containers, including serious dents or rust due to humidity and/or inadequate air circulation.

**Shortages:** Shortages of like items may be reconciled at the mid-point and the end of a contract year with overages of like items on the basis that if the market value of overages (as determined by the Worcester Public Schools) exceeds the value of shortages, there will be no remittance required. However, if the value of shortages exceeds the value of overages, the Contractor must remit the difference to the Worcester Public Schools as stated in F.2.e. Inventory Practices on page 11.

**Damages:** If losses occur due to damages or for other related reasons, the Warehousing contractor must notify the Worcester Public Schools immediately for further instruction and reimburse the Worcester Public Schools in value or in kind at the time of occurrence.

- a. The department is not responsible for disposal costs due to damage while the product is in the care of the Warehousing 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 Warehousing contractor must reimburse the Worcester Public Schools 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.
2. **Financial Stability:** Successful offerors must have adequate financial resources to sustain operations and must provide annual report as filed with the Massachusetts Secretary of State office.



## K. GENERAL CONDITIONS

1. **Agreement Period:** At the termination of the contract, the outgoing Contractor may be obligated for a period of 30 days to release residual product on exchangeable pallets to an alternate warehouse as designated by the Worcester Public Schools.
2. **Incurred Costs:** The Worcester Public Schools is not liable for any cost incurred by the Contractor prior to the effective date of the contract.
3. **Quantities:** It shall be understood by all parties concerned that any agreement established as a result of this bid will not obligate the Worcester Public Schools 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.
4. **Price:** Financials from bidders shall be quoted on a per pallet basis in strict accordance with this bid. A single fee shall be stated for dry products, cooler, and freezer items. Enter your bid charge(s) on the appropriate line(s) on the bid sheet.
5. **Contract Termination:** Contracts for Warehousing of USDA and other foods may be cancelled without cause at the convenience of either party on 120 days written notice. A contract may be cancelled by the Worcester Public Schools if funding is unavailable.

## L. SPECIAL BID CONDITIONS

1. This Bid for Warehousing is subject to all of the provisions of Federal and State statutes and any revisions thereto.
2. Contractors shall be liable for gross receipt taxes in accordance with State statutes.
3. In the case of default by the Warehousing contractor, or failure to deliver the services ordered by the time specified, the Worcester Public Schools, after notice in writing, may procure them from other sources and hold the contractor responsible for any excess cost occasioned thereby
4. Warehousing Contractor's Declarations: By my signature on this response, I certify that this response is made without prior understanding, agreement or connection with any corporation, firm or person submitting a response for the same service, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of the Federal law and can result in fines, prison sentences and civil damage awards.
5. 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 and the City of Worcester.

6. Modifications, additions or changes to the terms and conditions of this bid may be a cause for rejections of any offer.

## M. 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 bids for warehousing.
2. **Contractor Data Sheet**-a full explanation of all information requested.
3. **Current license** to operate in accordance with Massachusetts General Laws, Chapter 94, Section 305 C issued by the Massachusetts Department of Public Health, Food and Drug and the most recent inspection report conducted by the Massachusetts Department of Public Health, Food and Drug or comparable state license(s) and inspection report if the warehouse is outside of Massachusetts.
4. **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.
5. **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 Worcester Public Schools will make a reasonable effort to contact the references given, but if the Worcester Public Schools is unable to obtain a reference, the bidder's submission will be negatively impacted.

The Worcester Public Schools reserves the right to utilize information gathered from references, historical information or other sources when considering the bid. A past history of poor performance may negatively impact a bidder's response from an institutional account, or from the largest customers in MA if available.

6. The Warehousing contractor shall submit **Continuity of Operations Plan, Food Defense Plan and Food Recall Procedures**.
7. **Reporting Paperwork** - Bidders will submit samples of all reporting-related paperwork that will be provided to the Department on daily, weekly or monthly basis, and sample invoice for payment of storage services.

## DEFINITIONS

Arrival Warehouses: Designated warehouses which are first stops for inbound shipments. These can be operated by recipient agencies, commercial distributors, public warehouses, or state operated warehouses.

Basic USDA and other Foods: Those items, such as canned corn, refrigerated cheeses, and frozen beef and possibly fresh produce 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 and other foods to order product as needed, subject to a pre-arranged economical delivery quantity.

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.

Department: The Worcester Public Schools

Donated Foods and USDA Foods and other 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 bid, 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.

Bid #: CR-7964-W3

Issue (verb): Release of USDA Foods to recipient agencies.

Issues (noun): USDA Foods which are released to recipient agencies.

Piggyback: The transportation of a trailer or container on railroad flat cars.

RA i.e., Recipient Agency or Recipient Agencies: Agencies determined by the Department as being eligible to receive donated foods for their use in preparing meals. Types of recipient agencies are schools, summer camps, summer feeding programs, childcare and adult centers and Disaster Assistance Organizations.

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 and Donated 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.

**PRICING PAGE – CR-7964-W3**

**Warehousing of Frozen, Chilled, and Dry USDA Funded Foods  
for the  
Worcester Public Schools (WPS)**

|   |                        | <b>unit<br/>price</b> | <b>extended<br/>price</b> |
|---|------------------------|-----------------------|---------------------------|
| A. Bill of Lading Charge (per pick-up)      | 78 per year            | \$ _____              | \$ _____                  |
| B. Selection Charge (per case)              | 100,000 cases per year | \$ _____              | \$ _____                  |
| C. Recurring Storage (per case per 30 days) | 4,000 pallets          | \$ _____              | \$ _____                  |
|   |                        | <b>TOTAL: \$</b>      | <b>_____</b>              |

- *Award to be based on the total of all items. Must bid all items.*
- *Billing per week per case for reoccurring storage per 30 day dwell period*