

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)

SEALED BID NO. CR-8799-J7

DATE: September 2, 2026

CITY OF WORCESTER
Christopher J. Gagliastro
Purchasing Agent

BUYER: Jerry Kucera

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

NOTICE TO BIDDERS
TERMS AND CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 6 below.

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

DATE: September 16, 2026

TIME: 10:00 A.M. LOCAL TIME

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

MARK SEALED ENVELOPE "Sealed Bid No. CR-8799-J7, Grocery Products (Supplemental) / 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 Grocery Products as per the requirements and specifications of the City of Worcester Public Schools from date of contract through June 30, 2027 and at the sole discretion of the City to renew for a second contract period (7/1/27 – 6/30/28). The option to be determined at the end of the current contract period (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. **Questions pertaining to this bid must be directed to Jerry Kucera via email at kucerajs@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: kucerajs@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 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 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 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

Name

Address

Zip Code

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 \$ N/A

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

NAME (PLEASE PRINT) _____ TEL. NO. _____

NAME (PLEASE PRINT) _____ FAX. NO. _____

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

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

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

"The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

(Please Print) _____
Name of Person Signing Bid

Signature of Person Signing Bid

Company

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

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

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

YES X NO _____

Delivery to be made to: Various Worcester Public Schools as Required

This Bid includes addenda numbered _____

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

BIDDER TO COMPLETE ITEMS BELOW

Pricing for Grocery Products Per Attached Specifications					
All questions must be directed to Jerry Kucera via email at KuceraJS@worcesterma.gov					
Item #	Estimated Annual Quantity	Description	Unit Measure	Unit Cost	Extended Cost
		Furnish & Deliver Grocery Products as per the attached requirements and specifications of the City of Worcester Public Schools. Bidders must specify Product Manufacturers and Product Numbers. Bidders must bid on all items; award to be made in the aggregate. <u>Bidders are required to submit a hard copy as well as a thumb drive with the pricing spreadsheet in the sealed bid package. An electronic copy of the spreadsheet can be downloaded via the City's open bids page:</u> http://www.worcesterma.gov/finance/purchasing-bids/bids/open-bids			See Pricing / Specification Pages

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

DELIVERY AND/OR COMPLETION TO BE MADE WITHIN As Required By WPS FROM DATE OF NOTIFICATION BY THE CITY.

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

NAME OF BIDDER _____

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a second contract period 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 period (7/1/27 – 6/30/28).

(TO BE COMPLETED BY BIDDER)

Name

Date

Title

IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A SECOND CONTRACT PERIOD, 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.

BID #: CR-8799-J7 – BID SPECIFICATIONS GROCERY PRODUCTS (SUPPLEMENTAL) - WORCESTER PUBLIC SCHOOLS
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1. INTRODUCTION

The Worcester Public Schools (WPS) requests bids from qualified vendors to provide supplemental grocery products and appropriate business services that will ensure the students of Worcester receive nutritious meals that maintain a high level of quality and variety. WPS seeks a partner with strong operations and responsive customer service that will consistently meet the demands of the WPS meal program.

1.A.: Bidder Qualifications:

Bidder shall demonstrate that they are able to meet these demands by including a brief summary / statement of work evidencing acceptable experience with the three quality requirements noted.

- Provide a strong selection of grocery items, covering a majority of the WPS Grocery List below.
- Comprehensive administrative services to manage delivery, billing, and supply changes.
- Demonstrate a record of providing healthy, safe, fresh grocery items.
- WPS may request additional information from any bidder pertaining to their qualifications and experience conducting services of similar size, scope, and capacity as noted herein.

1.B. Award / Product Information

- **Grocery Products - Aggregate Bid Award (Bidder Must Bid All Items). Award to be made to the lowest responsive and responsible bidder per MGL c. 30B.**
- Aggregate weekly deliveries to sites listed with the option of additional sites upon notice.
- Annual volumes are estimates not guaranteed as they are contingent upon: menu, funding, student acceptance, and ability to comply with USDA School Meal standards.
- Brand/Product#/Pack Size must be stated.
- Samples may be requested prior to award to confirm "or equal" if applicable.
- Where an "alternative" product option is specifically listed on the pricing sheets, bidder shall include a price for this alternative product to be used if main product is unavailable.

These alternative products offered shall NOT be included in the total bid/award price. They are only to be used as substitutes in case of shortage.

2. OVERVIEW OF WORCESTER PUBLIC SCHOOLS NUTRITION SERVICES

Worcester Public Schools' Nutrition Services operates in thirty-four school meal sites across the city to provide breakfast, lunch, supper (at select locations), and after-school snacks (at select locations) to all students, serving well over five million meals a year. These meals provide key vitamins and nutrients that

support healthy growth and development, and keep students fueled for learning throughout the day. Breakfast and lunch are available to all students enrolled at each of the school meals sites.

3. SCOPE OF SERVICES

The vendor shall provide grocery items to WPS Nutrition Services for the FY27 School Year, beginning from date of contract, and ending June 30th, 2027, with at the sole discretion of the City, a single, one-year option to renew (7/1/27 – 6/30/28).

Vendors will:

- Sell, deliver, and bill for services provided.
- Nutritional/ingredient information and CN labeling or signed Product Formulation Statements must be provided, in electronic format, upon request, free of charge.
- The vendor shall be responsible for handling all USDA documentation for all USDA Foods.
- If products are no longer manufactured or are no longer used, they may be discontinued. The vendor shall notify WPS Nutrition Services a minimum of fourteen (14) days in advance of discontinuing an item.

4. ORDER PROCEDURES

4.1 Order Placement

The Successful Proposer will collaborate with the Director of Nutrition Services, and other department members to arrange all orders, deliveries, and payments. The awarded vendor must supply order forms, with online and/or hard copy options, to participating delivery sites for ordering purposes within 10 days of receiving our purchase order. Form shall include the City line-item numbers, as well as the vendor's product code numbers.

4.2 Product Availability & Substitutions

Vendors must notify WPS, at the time the order is placed, and/or no later than 2:00 p.m. the day prior to the delivery, of any unavailable products on the order, at which time the vendor must supply a substitute product of the same or superior quality and must be offered at or below the bid price. The Director of Nutrition Services or designee must approve the substitution(s).

5. INVOICES

Invoice Submission:

- A copy of all delivery slips attributable to that purchase order must be included.
- Multiple invoices for a single order will not be processed.
- All invoices (with appropriate delivery slips) must be emailed to:
wpsacctspayable@worcesterschools.net
- All invoices and delivery slips must be properly and accurately dated.

6. QUALITY REQUIREMENTS

All items which are imperfect or of a grade inferior to proposal specifications in the opinion of WPS will be rejected and must be replaced by acceptable items without expense to the WPS. Final decisions concerning the quality of items other than those specifically designated rests with WPS.

Vendors must:

- Provide the items as described and comply with all bid submission requirements listed.
- Comply with HACCP (Hazard Analysis and Critical Control Points) regulations and show documentation upon request.
- Comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. The vendor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications with WPS and assurance that unsafe products are identified and removed from schools in an expedient, effective, and efficient manner. The vendor shall maintain all paperwork required for immediate and proper notifications of recalls for full and split cases.

7. FILL RATE

Acceptable vendor performance for the term of this contract shall be a 98% monthly fill rate. Fill rate is defined as the percentage of customer orders satisfied by existing inventory of the exact product requested. Monthly fill rate reports shall be provided to WPS. Should the fill rate fall below 98% in any given month, WPS will receive a 1% rebate for that month's sales (in addition to any earned incentive rebate). Should the fill rate fall below 98% for more than two (2) consecutive months, penalties will be an additional 0.25% for every month.

Substitution of products will count as an "out" on the fill rate report. The original product will remain on the velocity report and will count against the fill rate. If WPS accepts a substitution of a product, the original item ordered shall not be removed from the invoice. The original product will remain on the velocity report and will count against the fill rate.

Automatic substitutions shall not be accepted for any item in the USDA Food Program. With proper documentation, manufacturer shortages shall not be held against the vendor.

8. DELIVERY REQUIREMENTS

All prices must be F.O.B. (Free on Board) destination, freight prepaid, with no additional costs to purchasing entities, including fuel charges. **Minimum delivery dollar amount of \$300.00 per location. No products shall be left outside the building at any time or in any place other than within the school kitchens, unless directed by WPS. Refer to Delivery Locations Appendix A, attached. All items must be delivered to the appropriate site inside the building as designated by a school employee. When delivering refrigerated and frozen products, the delivery person must put refrigerated products in the refrigerator and frozen products in the freezer. WPS is not required to accept any product that is visibly damaged, dented, squeezed, or torn. The Vendor must replace any item received in**

unacceptable condition, at no cost to the ordering facility, on the next business day, unless prior arrangements are made with WPS. Delivery dates and times will be agreed upon by the WPS and awarded vendor. In the case of school vacations, school cancellations, and/or school holidays, deliveries must be made on the next business day. Repeated failures to meet delivery dates six times or more will necessitate a meeting between the awarded vendor and WPS to address the issue.

8.1 Delivery Slips

- It will be required that every time a delivery is made to a WPS building, a delivery slip must accompany the order. The slip must include but is not limited to the following information:

Items (listed individually)

Price (corresponding to items above)

Purchase Order #

- Specify exactly what was delivered, including substitutions, amounts, item numbers, and price.
- IT WILL BE REQUIRED THAT THIS SLIP BE SIGNED BY A MEMBER OF THE SCHOOL NUTRITION STAFF OF THE BUILDING OR DESIGNATED REPRESENTATIVE. NO OTHER PERSON'S SIGNATURE WILL BE ACCEPTED.
- THE ORIGINAL MUST BE LEFT WITH THE SCHOOL NUTRITION STAFF MEMBER ON-SITE.
- IF THE SLIP IS NOT SIGNED BY SCHOOL NUTRITION STAFF, THIS WILL BE GROUNDS FOR NONPAYMENT OF THAT INVOICE.

8.2 Delivery temperatures

- **Frozen:** All frozen foods are to be delivered rock hard frozen at 0° Fahrenheit, $\pm 5^{\circ}\text{F}$. Partially thawed goods, or products with evidence of thawing and refreezing, will be rejected at the time of delivery.
- **Refrigerated:** All refrigerated products shall be delivered at a product temperature appropriate to industry guidelines for that specific product and shall have been maintained at this temperature at all times during storage and shipment, but never at a product temperature that has exceeded 40° Fahrenheit.
- **Dry:** All dry products shall be delivered at a product temperature appropriate to industry guidelines for that specific product and shall have been maintained at this temperature at all times during storage and shipment.

9. OTHER MINIMUM REQUIREMENTS

9.1 Review and Approval

All items are subject to review and approval by WPS. By submission of a bid, the vendor warrants that he/she is an authorized dealer, distributor, or manufacturer for the product(s)

being offered, that all items proposed conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this bid will be free from all defects in material and title. This warranty shall provide for the replacement of defective merchandise and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

9.2 Contract Compliance

If at any time the Successful Bidder fails to fulfill or comply with any of the requirements of this contract, WPS, at its option, can terminate this contract upon thirty (30) days' written notice to the Successful Bidder.

9.3 Alternative Products

Trade names, if used, are to set type and quality standards required in a product. A Vendor may bid on comparable substitutes but must clearly indicate by manufacturer name and code number the item to be supplied and provide a sample of the alternate item. A vendor submitting a comparable item(s) other than the specific item(s) named in the specifications shall submit, with the "Pricing Sheet", a written notice containing the name and full particulars pertaining to such item(s) including, but not necessarily limited to, the manufacturer's name, manufacturer's product code number, price and nutritional data sheets.

The decisions of WPS as to whether an item(s) is or is not equal shall be final. Any and all expense necessary to prove to WPS the quality of the item(s) offered as equal to the specific item(s) shall be borne exclusively by the vendor submitting any proposed substitutions.

9.4 Buy American Provision - Appendix B

The Awarded Vendor must be in compliance with the Buy American Provision. Grocery, Milk, Ice Cream and Bread vendors must offer, to the maximum extent practicable, domestic commodities or products for use in meals served in compliance with the "Buy American" provision under Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336), which added a new provision, Section 12(n) of the NSLA/National School Lunch Act (42 USC 1760(n)), requiring School Food Authorities/Food Service Directors to purchase for their districts domestic commodities or products, to the maximum extent practicable.

Section 104(d) of Public Law 105-336 defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially" means that more than half or 51% of the final processed product consists of agricultural commodities that were grown domestically.

Two situations which may warrant a waiver to permit purchases of foreign food products include: 1) The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product are significantly higher than the foreign product.

It is required by 7 CFR 3016.36(b) (2) to monitor vendor performance to ensure compliance with this “Buy American Provision”. Therefore, we ask that all vendors certify that the percentage of U.S. content on all domestic commodities or products bid, to the maximum extent practicable, be “substantially” processed in the U.S. For this purpose, a column will be provided on the Pricing Sheet for vendors to add a checkmark or equivalent next to each product bid, which they certify meets this provision. If the item bid does not meet the “Buy American” provision and the vendor feels it may warrant a waiver, please attach the argument for such and any relevant documentation for review. Formal vendor certifications are required by vendors for all exceptions, attached. Furthermore, the SFAs/Food Service Directors will be examining all product packaging in accordance with the Nutrition Labeling and Education Act of 1990.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request.

To be considered for the alternative or exception,

- The request must be submitted in writing to a Worcester Public Schools Director of Nutrition or designee, a minimum of 10 days in advance of delivery.
- The request must include the following:
 - Alternative substitute(s) that are domestic and meet the required specifications
 - Price of the domestic food alternative substitute(s)
 - Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- Reason for exception
 - Limited/lack of availability or price (include price)
 - Price of the domestic food product
 - Price of the non-domestic product that meets the required specification of the domestic product.

10. SUSTAINABILITY CRITERIA: These specifications can be applied, but are not limited, to the following types of products:

- Grocery items, whether individually packaged or as components in a kit.

10.1 MANDATORY SUSTAINABILITY REQUIREMENTS:

- Any grocery item packaging may not contain fluorine or Perfluorinated compounds.

CR-8799-J7 - Delivery Locations WPS - Appendix A

Quadrant	Site Name	Address	City	State	Zip
Burncoat	Burncoat Middle School	135 Burncoat St	Worcester	MA	01605
Burncoat	Burncoat Prep	526 Burncoat St	Worcester	MA	01606
Burncoat	Burncoat Sr High	179 Burncoat St	Worcester	MA	01606
Burncoat	Clark St	280 Clark St	Worcester	MA	01606
Burncoat	Francis J McGrath Elementary	493 Grove St	Worcester	MA	01605
Burncoat	Lincoln St	549 Lincoln St	Worcester	MA	01605
Burncoat	Norrback	44 Malden St	Worcester	MA	01606
Burncoat	Thorndyke	30 Thorndyke Rd	Worcester	MA	01606
Burncoat	Wawecus Rd	20 Wawecus Rd	Worcester	MA	01605
Burncoat	Worcester Arts Magnet School	315 St Nicholas Ave	Worcester	MA	01606
Burncoat	Worcester Tech	1 Officer Manny Familia Way	Worcester	MA	01605
Doherty	Chandler Elementary	114 Chandler St	Worcester	MA	01609
Doherty	Worcester Dual Language	525 Chandler St	Worcester	MA	01602
Doherty	Doherty HS	299 Highland St	Worcester	MA	01602
Doherty	Elm Park	23 North Ashland St	Worcester	MA	01609
Doherty	Flagg St	115 Flagg St	Worcester	MA	01602
Doherty	Forest Grove	495 Grove St	Worcester	MA	01605
Doherty	Jacob Hiatt Magnet	772 Main St	Worcester	MA	01602
Doherty	May St	265 May St	Worcester	MA	01602
Doherty	Midland St	18 Midland St	Worcester	MA	01602
Doherty	Nelson Pl	35 Nelson Place	Worcester	MA	01605
Doherty	Tatnuck Magnet	1083 Pleasant St	Worcester	MA	01602
Doherty	West Tatnuck	300 Mower St	Worcester	MA	01602
North	Belmont St	170 Belmont St	Worcester	MA	01605
North	City View	80 Prospect St	Worcester	MA	01605
North	Grafton Annex	311 Grafton St Bldg A	Worcester	MA	01604
North	Grafton St	311 Grafton St Bldg B	Worcester	MA	01604
North	Lake View	133 Coburn Ave	Worcester	MA	01604
North	North High	140 Harrington Way	Worcester	MA	01604
North	Rice Square	76 Massasoit Rd	Worcester	MA	01604
North	Roosevelt School	1006 Grafton St	Worcester	MA	01604
North	Union Hill	1 Chapin St	Worcester	MA	01604
North	Worcester East Middle	420 Grafton St	Worcester	MA	01604
South	Canterbury St Magnet	129 Canterbury St	Worcester	MA	01603
South	Claremont/Woodland/ALL Accelerated	15 Claremont St	Worcester	MA	01601

South	Columbus Park Prep	75 Lovell St	Worcester	MA	01603
South	Dr Arthur Sullivan Middle School	140 Apricot St	Worcester	MA	01603
South	Gates Ln	1238 Main St	Worcester	MA	01603
South	Goddard School of Science & Tech	14 Richards St	Worcester	MA	01603
South	Heard St	200 Heard St	Worcester	MA	01603
South	Quinsigamond School	14 Blackstone River Rd	Worcester	MA	01607
South	South High	170 Apricot St	Worcester	MA	01603
South	University Park Campus School	12 Freeland St	Worcester	MA	01603
South	Vernon Hill	211 Providence	Worcester	MA	01607

BUY AMERICAN PROVISION CERTIFICATION

This Certification is required for all items domestically grown and processed in the United States, which exceeds 50% domestic end product. Proposers is to provide certification for all products derived from domestic products to include Fruit, Vegetables, Grains, Legumes and Oil based products. Failure to certify such items may disqualify award of such line item.

Vendor certifies that vendor complies with all applicable provisions of the Buy American Act. The Buy American Provision requires school food authorities to schools to purchase, to the maximum extent practicable, domestic commodities or products. For a product to meet the Buy American requirement, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically, and processed domestically. Unprocessed foods must be 100% domestic. See [7 CFR § 210.21\(d\)](#), and USDA-FNS memo [SP 38-2017 Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program](#). The Buy American provision applies to all purchases made with School Nutrition Program (SNP) funds. Purchases made in accordance with the Buy American Provision must still follow the applicable procurement rules calling for full and open competition.

Proposer Certification, Compliance with Buy American Provision:

_____ **YES, Vendor certifies products bid comply with the above.**

_____ **NO, Vendor certifies not all products bid comply with the above.**

Any exception to the Buy American Provision must be noted on the provided attachment in this solicitation for Buy American Deviations for each food and/or beverage item.

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification, the Proposer is acknowledging the Buy American requirements per Instructions and Information.

Company Name: | _____

Proposer Certification for "Buy American Provision:"

☐

YES, I Agree to the above

Initial: _____

☐

I do NOT Agree to the above

Initial: _____

¹⁸ Buy American Certification: [7 CFR 210.21 Sec. D](#)

CORI COMPLIANCE / GENDER IDENTITY & EXPRESSION

Vendors entering into contracts with the City of Worcester must affirm that their policies regarding CORI information are consistent with the CORI hiring standards set by the City of Worcester. The City's CORI hiring policy may be downloaded from City of Worcester website www.worcesterma.gov. Questions pertaining to the City's CORI hiring policy are to be directed to the Equal Employment Opportunity Officer, Executive Office of Human Resources at hr@worcesterma.gov

CERTIFICATION

All Vendors must check one of the three lines below.

1. _____ CORI checks are not performed on any Applicants.
2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth with the CORI hiring standards set by the City of Worcester.
3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth with the CORI hiring standards set by the City of Worcester. (a copy of the Vendor's written CORI policy must accompany this form).

(Typed or printed name of person
signing quotation, bid or proposal)

Signature

Name of Business

A Vendor with a CORI policy that does NOT conform to the City standards must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver granted by the City. For any waiver to be granted, a written request should accompany bid submission explaining in detail why the vendor fails or refuses to comply with the City's CORI hiring standards.

Gender Identity Standards Applicable to Vendors

The city will do business only with vendors that have adopted and employ Gender Identity policies, practices and standards that are consistent with city standards.

The city may review all vendors' Gender Identity policies and practices for consistency with city standards.

By signing this bid, vendor confirms that their Gender Identity policies, practices and standards are consistent with those of the City of Worcester. For further information please refer to the Ordinance Relative to Gender Identity and Expression found at www.worcesterma.gov or call the LGBTQ Liaison/Director of Human Rights & Disabilities at 508-799-8486.

VENDOR/SERVICE PROVIDER CERTIFICATION

TO BE AWARDED A VENDOR/SERVICE CONTRACT, ALL PARTS OF THIS FORM THAT APPLY TO YOUR BID MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

Bidder is a Minority Business Enterprise (MBE) - see reverse for definition Yes_____ No_____

Bidder is a Woman Business Enterprise (WBE) - see reverse for definition Yes_____ No_____

IF SUBCONTRACTING any portion of the service covered by this bid, the successful bidder shall demonstrate a good faith effort to seek and use TEN PERCENT (10%) Minority and FIFTEEN PERCENT (15%) Women-owned Businesses.

A. YOUR INTENT TO SUBCONTRACT. CHECK (✓) THE APPROPRIATE BOX:

☐

No work will be subcontracted. Complete Section "C" only.

☐

Some work will be subcontracted. Complete Section "B" and "C"

B. LIST SUBCONTRACTORS Engaged to do any portion of this Bid.

Check (✓) the appropriate box and give complete information.

☐

MBE

☐

WBE

☐

OTHER

Firm Name: _____

Street Address: _____

City/State/Zip _____

Work subcontracted: _____ Dollar Value \$ _____

Check (✓) the appropriate box and give complete information.

☐

MBE

☐

WBE

☐

OTHER

Firm Name: _____

Street Address: _____

City/State/Zip _____

Work subcontracted: _____ Dollar Value \$ _____

C. ITEM/SERVICE BID ON: _____ BID NO.: _____

Firm Name: _____

Street Address: _____

City/State/Zip _____

For purposes of the City’s classification and reporting program, the following definitions apply:

Minority Business Enterprise (MBE) – a for profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by minority group members. “Minority group members” are U.S. citizens who are African-American, Latin American, Native American, Asian-Pacific American and Asian-Indian American. “Ownership” by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more such individuals. Further, those minority group members control the management and daily business operations.

Women Business Enterprise (WBE) – a for profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by women group members. “Ownership” by women means the business is at least 51% owned by women or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more women. Further, those women group members control the management and daily business operations.

STATE LAW MANDATES THAT TO DO BUSINESS WITH THE CITY OF WORCESTER the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your bid:

DATE: _____

Pursuant to Mass. G.L. Ch. 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts State Tax Returns and paid all Massachusetts State and City Taxes required under law.

COMPANY NAME: _____

STREET ADDRESS: _____

CITY OR TOWN: _____

STATE: _____

ZIP CODE: _____

TELEPHONE NO.: _____

FAX NO. _____

SOCIAL SECURITY OR FEDERAL IDENTIFICATION NO.: _____

AUTHORIZED SIGNATURE: _____

FAILURE TO COMPLETE THIS FORM MAY RESULT IN REJECTION OF BID AND/OR REMOVAL FROM CITY BID LIST.

RIGHT TO KNOW

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. C111f 228, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. C111F S7 and the regulation contained in 441 CMR S21-05. Failure to submit a MSDS and/or labels on each container will place the vendor in noncompliance with the purchase order and/or contract. Failure to furnish MSDS's and/or labels on each container may result in Civil or Criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 1.1F or M.G.L. are cautioned to obtain and read the law and rules and Regulations referenced above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834 for \$2.00 plus \$.65 postage. In addition, copy of "Right to Know" law is available in Purchasing Department for review.

WAGE THEFT PREVENTION CERTIFICATION

By the Revised Ordinances, Chapter 2, Section 39, the city of Worcester has established requirements for certain contracts in an effort to prevent wage theft. Prospective contractors must provide the following certification and disclosures with their bids/proposals. The City will not award a contract without receipt of this completed certification.

INSTRUCTIONS: A prospective contractor shall **(a)** check Box 1 *OR* Box 2, as applicable, **(b)** check Boxes 3-5, **(c)** sign this form certifying compliance with the Wage Theft Prevention Ordinance, and **(d)** submit the completed form with its bid/proposal. For multi-year contracts, the successful bidder/proposer shall submit the completed form annually to the Purchasing Director.

Pursuant to the Wage Theft Prevention Ordinance, successful bidders/proposals shall post in conspicuous places the Mass. Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, Sec. 151, and the Fair Labor Standards Act (FLSA). The notice may be found at <http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>

ALL BIDDERS/PROPOSERS MUST CERTIFY THAT [check either Box 1 or Box 2, as applicable]

1. ☐ Neither this vendor/contractor nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA, within three (3) years prior to the date of this bid/proposal submission.

OR

2. ☐ This vendor/contractor, or a prospective subcontractor, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA, within three (3) years prior to the date of this bid/proposal submission. The firm shall provide a copy of the same with the bid/proposal.

ALL BIDDERS/PROPOSERS MUST CERTIFY EACH OF THE FOLLOWING

3. ☐ Within five (5) days of receiving notice, the vendor/contractor shall report and provide a copy of any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract provide the same to the Purchasing Director.

4. ☐ A vendor/contractor awarded a contract that has disclosed under paragraph 3 above shall, upon request, furnish monthly certified payrolls for the City contract as the Purchasing Director instructs and shall, at the discretion of the Purchasing Director, obtain a wage/payment bond or other suitable insurance as required by the Wage Theft Prevention Ordinance. Vendors/contractors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. ☐ The contractor shall post notices provided by the City in conspicuous places informing employees of the protections of the Wage Theft Prevention Ordinance, and applicable local, state and federal law.

The undersigned certifies under the pains and penalties of perjury that the contractor is in compliance and agrees to remain in compliance with the provisions of the Wage Theft Prevention Ordinance for the term of its contract with the City.

Signed: _____

Print Name & Title	Company Name	Date
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