

**CITY OF SOMERVILLE MASSACHUSETTS
SCHOOL COMMITTEE
42 CROSS STREET
SOMERVILLE MA. 02145
BIDDING INSTRUCTIONS FOR FURNISHING GROCERIES
Bid No. S2016-01**

Enclosed you will find an invitation to bid for: Furnishing Grocer canned goods, staple groceries, breakfast foods, frozen foods, and snack foods for the Cities of Somerville, Brookline, Cambridge, Greater Lawrence Technical School, Medford, Methuen, Quincy, Waltham and Watertown (hereinafter, The Urban Ring Collaborative).

Contract is for 1-year, from September 1, 2015 through August 31, 2016.

When submitting bid, please identify the bid item and number clearly. All bids must be sealed and delivered to the School Department, Office of the Finance Director, 42 Cross Street, Somerville, MA 02145. Please mark the outside of all bid envelopes with the Bid number above and write **"Groceries"** on the bid envelope.

BIDS SUBMITTED MUST BE AN ORIGINAL.

The completion of the following forms is necessary for consideration of a potential contract award.

WHEN SUBMITTING BID DOCUMENT, PLEASE RETAIN THE ORDER OF DOCUMENTS AS ORIGINALLY PROVIDED.

Form #2 - "Notice to Bidders" signed by the authorized designee.

Form #3 - "Signature Form" completed by the authorized designee.

Form #5A - "Non Collusion and Tax Compliance Certification Form" completed and signed by the authorized person submitting bid.

"Bid Signature" – A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

NOTE: IF VENDOR IS INCORPORATED – SEE ATTACHED AND "SECTION D" OF NOTICE TO BIDDERS REGARDING "CERTIFICATE OF GOOD STANDING" REQUIREMENT.

Please review and return with your sealed bids as sent. Also, insure that all forms are completed and your bid response is submitted as requested.

Your cooperation is greatly appreciated.

NOTICE TO BIDDERS
BID #S2016-01

All bids must be in accordance with terms and conditions set forth herein as stated.

SECTION A. Sealed bids for: Furnishing Grocer canned goods, staple groceries, breakfast foods, frozen foods, and snack foods for The Urban Ring Collaborative from September 1, 2015 to August 31, 2016.

The bids will be received at the Office of the Finance Director, Somerville Public Schools, 42 Cross Street, Somerville, MA 02145
no later than **Thursday, June 25, 2015 at 2 p.m.** at which time and place they will be publicly opened and read.

SECTION B. Forms of price bid, specifications and terms of contract can be obtained at the above office on or after **Thursday, May 28, 2015.**

SECTION C. Bid envelopes shall be clearly marked as follows: "**Bid No: S2016-01**
"Bid for Groceries"

SECTION D. If **awarded** vendor is a Corporation, vendor must comply with request for "Certificate of Good Standing". See attached instructions.

SECTION E. **INSURANCE: Awarded Vendor** must comply with insurance requirements as stated in the bid package.

SECTION F. Living Wage - N/A

SECTION G. The requirements in Section **E or F** will be waived if the words "Non-Applicable" (**N/A**) are inserted in the space designated.

SECTION H. The School Department reserves the right to accept or reject any or all bids, to waive any informalities, to divide the award, to amend any specifications or to accept any portion of a bid, as the School Department deems to be in the best interest of the City of Somerville. Bids not conforming to specifications will be rejected.

SECTION I. The School Department reserves the right to cancel a contract, if awarded bidder does not respond to all necessary documents and required signature forms within twenty (20) working days of receipt of contract.

Authorized Signature: _____

Printed Name: _____ Title: _____

Company: _____

Date: _____ Tel. No: _____ Email: _____

CERTIFICATE IN GOOD STANDING

TO: Vendor

FROM: Somerville School Department

RE: **CERTIFICATE IN GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT “Certificate in Good Standing”**.

If you require information on how to obtain the “Certificate in Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at: www.MA.GOV/SEC/COR

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the Somerville School Department cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates in Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the School Department, Office of the Finance Director, 2nd Floor upon receipt.

Thank You,

Patricia Durette
Finance Director

TERMS AND CONDITIONS

1. **FREIGHT ON BOARD (F.O.B.)**

All prices are to be firm, F.O.B. delivered destination (Urban Ring Districts), to the address specified on the "Notice to Bidders" or any other department location doing business for the City of Somerville in need of such services.

2. **UNIT PRICE**

In case of error in extension of prices quoted herein, the unit price will govern.

3. **PRICE REDUCTION**

It is understood and agreed that should any price reductions occur between the opening of this bid and completion of this delivery, the benefit of all such reductions will be extended.

4. **CANCELLATION OF BID**

To withdraw, cancel, correct or modify a bid at any time prior to the bid opening date, a bidder must submit such request in writing to the Finance Director. Correction or modifications must be sealed when submitted.

5. **SAMPLES**

The qualified low bidder will be required to submit samples upon request of the Finance Director. Acceptable samples will be a determining factor in the vendor selection process.

6. **FINANCIAL AND OPERATIONAL INFORMATION**

By submitting a bid, the bidder authorizes the Somerville School Department to contact any and all parties referenced by the bidder regarding financial and operational information.

7. **PAYMENT**

The City of Somerville shall make no payment for a supply or service rendered prior to the execution of this contract.

8. **DOCUMENTATION**

Please find attached exhibit copies of contract forms which the successful bidder will be required to sign.

10. **EXTENSION OF CONTRACT**

The City reserves the right to extend the time of any contract resulting from the bid as needed and/or to increase the value by 25% at the sole discretion of the Purchasing Director.

Form: 5A
Contract Number: _____

Rev. 08/01/12



Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify 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.

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____

Online: www.somervillema.gov

**CITY OF SOMERVILLE
SIGNATURE FORM**

NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE #: _____ FAX #: _____

DATE: _____

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL:

TITLE: _____

RESIDENCE: _____

IF COMPANY IS A PARTNERSHIP:

FULL NAME AND RESIDENCE OF EACH PARTNER:

IF COMPANY IS A CORPORATION:

THE CORPORATE NAME IS: _____

THE CORPORATION IS ORGANIZED UNDER THE LAWS OF: _____

THE PRESIDENT IS: _____

THE TREASURER IS: _____

THE CLERK/SECRETARY IS: _____

NAME OF CORPORATION THAT WILL APPEAR ON A POTENTIAL CONTRACTUAL
AGREEMENT IF DIFFERS FROM ABOVE: _____.

NAME AND TITLE OF PERSON WHO WILL BE RESPONSIBLE FOR THE SIGNING OF A
POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

NAME: _____ TITLE: _____

NAME OF CLERK/SECRETARY WHO WILL ALSO BE SIGNING FOR A POTENTIAL
CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

**CITY OF SOMERVILLE, MASSACHUSETTS
SCHOOL COMMITTEE
42 CROSS STREET
SOMERVILLE, MA 02145**

Invitation for Bids for

**Cooperative Bid for Furnishing Grocer Canned Goods, Staple Groceries,
Breakfast Foods, Frozen Foods, and Snack Foods
Bid No. S2016-01**

I. General Information and Bid Submission Requirements

Bid Delivery

All bids must be delivered to City of Somerville, School Department, Office of the Finance Director, 42 Cross Street, Somerville, MA 02143.

Bids must be delivered by **2:00 P.M. on Thursday, June 25, 2015.**

1 copy of the bid should be submitted. Bids must be sealed and marked as follows: Bid for **"Groceries" Bid No. S2016-01.**

All bids must include a non-collusion form, tax compliance certificate, bid pricing sheet, and reference form as provided in this IFB.

Bid Signature

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

Time for Bid Acceptance

The contract will be awarded within 60 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville, School Department and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

Bonding Requirements

N/A

Changes and Addenda

If any changes are made to this IFB, an addendum will be issued by the School Department. Addenda will be mailed or faxed to all bidders on record as having picked up the IFB. No changes may be made to the bid documents, by the Bidders; without written authorization and/or an addendum from the Somerville School Department.

Questions about the IFB

Questions concerning this invitation for bids must be submitted in writing to: Patricia Durette, Finance Director, Somerville School Department, Finance Office, 42 Cross Street, Somerville, MA 02145 before 4:00 P.M. on Thursday, June 11, 2014. Questions may be delivered, mailed, faxed to 617-666-1130, or e-mailed to pdurette@k12.somerville.ma.us. Written responses will be mailed or faxed to all bidders on record as having picked up the IFB.

Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder may correct, modify, or withdraw a bid by written notice received by the Somerville School Department prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original IFB.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the School Department or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

Right to Cancel/Reject Bids

The Somerville School Department may cancel this IFB, or reject in whole or in part any and all bids, if the School Department determines that cancellation or rejection serves the best interests of the School Department.

Bid Prices to Remain Firm

All bid prices submitted in response to this IFB must remain firm for 60 days following the bid opening during the contract award period.

Unbalanced Bids

The School Department reserves the right to reject unbalanced, front-loaded and conditional bids. Bidders must be able to deliver to and service equally all Districts in the Urban Ring Collaborative.

Unforeseen Office Closure

If, at the time of the scheduled bid opening, the School Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

II. Purchase Description/Scope of Services

Contract Term Length and Renewal Options

The contract will remain in effect from September 1, 2015 through August 31, 2016.

Upon award to the successful contractor(s), each political subdivision shall enter into its own contract and will accept sole responsibility for any payment due to the contractor.

The contract is subject to annual appropriation of funds. Contract(s) may be canceled if funds are not appropriated or otherwise made available to support continuation of the agreement of the first fiscal year.

Price Submission

All prices must be provided for all items including those that have "option to order" in lieu of total quantity, and a total contract price as requested on the bid price form in this IFB.

Bid prices shall encompass everything necessary for furnishing the items(s) specified herein including all labor, materials, equipment, service, proper packing and related items in accordance with specifications.

Prices must be F.O.B. Destination, Freight Pre-Paid, Inside Building Delivery.

The bidder shall insert on the BID FORM provided, the case price of products per stated unit, packaging and brand that proposes to furnish and deliver.

Warranty

The bidder warrants that (1) the supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the School Department.

The bidder guarantees that upon inspection, any defective or inferior supplies shall be replaced without additional cost to the School Department. The vendor will assume any additional cost accrued by the School Department due to the defective or inferior supplies.

The bidder guarantees all supplies for a period of one (1) year, or as otherwise specified herein.

Ordering

Each political subdivision reserves the right to either call in, fax, email, or order on-line their weekly orders.

Performance Standards

The vendor selected must be able to deliver quality products as requested, and on the requested delivery dates stated. These delivery dates will be negotiated between the Districts in the Urban Ring Collaborative and the vendor for scheduling weekly routes. The vendor must be able to meet the delivery requirements of inside the kitchen of each school.

No substitutions will be accepted unless otherwise agreed upon by the political subdivision in advance. All product unit pricing must remain constant in the event of a product case pack or product quantity change by the vendor throughout the contract period. Any additional costs for providing substitute items will be incurred by the vendor, and will not be passed on to the schools.

Delivery Terms

All products shall be delivered in the quantity and on the stated day as ordered.

The successful contractor(s) shall pay freight and delivery charges.

All deliveries shall be made inside the kitchen of each school. The political subdivisions are free of all obligations if the deliveries are made otherwise.

Scheduled deliveries are to be made up to twice a week. All items will not be required on all of these delivery dates. Deliveries are to be made for items contracted as required. Districts understand the associated cost with delivery, and will put every effort into maintaining an order minimum of at least \$200.00. Any orders that do not meet this minimum will be discussed with the vendor in advance. Drop shipment or tailgate deliveries will not be accepted, unless otherwise directed by the School District. Deliveries must be made inside to area designated by the Manager in each school.

Deliveries are to be made at designated entrances. The delivery truck shall not be made in an area where and when the children are playing, entering or leaving the school premises.

Political subdivisions' personnel are not required to assist in the deliveries and contractor(s) are cautioned to notify their shipper(s) that adequate assistance must be provided at the point of delivery.

No products shall be left outside the building or adjacent to any heating system at any time or in any place other than within the school freezers or refrigerators.

On days when there is no school, due to inclement weather, no products shall be delivered. Please refer to Attachment A, Delivery Schedule for delivery details.

DESCRIPTION OF SERVICES

Invoicing

Two delivery slips must be left at each school upon delivery of the products, complete with bid price, extensions and totals. The delivery slips must be signed by the foodservice manager before responsibility will be accepted for payment of bills of these schools. If a delivery slip is not signed and the product delivered is in excess of what has been ordered, the political subdivisions will be required to pay only for the amount ordered.

Two complete itemized statements per site delivered shall be submitted as early as possible after the first day of the month, but no later than the fifth working day.

All invoices and communications shall be submitted to the addresses of the respective political subdivisions as follows:

BROOKLINE

Alden Caldwell, Director
The Public Schools of Brookline
333 Washington Street
Brookline, MA 02445
617-730-2499 or 617-730-2415

CAMBRIDGE

Melissa Honeywood
Cambridge Public Schools
158 Spring Street
Cambridge, MA 02141
617-349-6858

MEDFORD

Juile Bradley, Interim Director
Medford Public Schools
489 Winthrop Street
Medford, MA 02155
781-393-2241 Fax: 781-393-2224

METHUEN

Wayne Vespa
Methuen Public Schools
10 Ditson Place
Methuen, MA 01844
978-681-9409

QUINCY

Joanne Morrissey
Quincy Public Schools
Center for Technical Education
107 Woodward Avenue
Quincy, MA 02169

SOMERVILLE

Lauren Mancini
Somerville Public Schools
42 Cross Street
Somerville, MA 02143
617-625-6600 x6087

WALTHAM

Rhonda Spigel
Waltham Public Schools
617 Lexington Street
Waltham, MA 02452
781-314-5440 x5495

WATERTOWN

Stephen Menyhart
Watertown Public Schools
50 Columbus Street
Watertown, MA 02472
617-926-7756 Fax: 617-926-3714

GREATER LAWRENCE TECHNICAL SCHOOL

Diane Maffa
Greater Lawrence Technical School
57 River Road
Andover, MA 01810
978-686-0194 x5033 04 x5047

Cancellation

Wherein the successful contractor(s) fails to complete or deliver the contract as specified, the political subdivisions reserve the right to terminate the contract and enter into other agreements to complete the project, and the political subdivisions shall nevertheless have the right to recover damages for breach of contract by suit.

The political subdivisions reserve the right to cancel their contracts upon written notice of documented unsatisfactory performance and/or customer dissatisfaction of the product.

SPECIFICATIONS

FOOD QUALITY STANDARDS, QUALITY ASSURANCE

Restriction of Foods and Products Containing Artificial Trans Fats and LFTB

The Urban Ring Cooperative as of September 1, 2010 will no longer allow the use of ingredients or products containing **artificial trans fats** in foods. All foods purchased will be required to contain zero grams of trans fats (defined by the FDA as less than 0.5 grams of trans fat per serving). Any product which is substituted for an item must also conform to contain zero trans fats per serving. Nutrition labels and ingredient lists must be available for all purchased products. **Effective September 1, 2012 The Urban Ring is requiring that all ground beef products quoted and provided NOT contain LFTB. Letters of assurance from Manufacturers should be available for request. Regardless of the source of their beef, our end product needs to be LFTB free.**

1. The political subdivisions reserve the sole right to establish brand/quality standards for products purchased under this bid. Brand names used in this IFB are for description only and vendors are to apply the term "or equal" after any brand name. By agreeing to bid under these terms, a vendor relinquishes any, and all rights to question purchasing decisions on the basis of comparable (or equal) product type and quality. In regard to questions of product quality or student acceptability, the judgment of the political subdivisions, based upon his or her experience and professional expertise, is final.
2. Quality Assurance - Product quality is the primary concern in the selection of any product to be served to the students in our system. Products must meet or exceed USDA School Lunch Pattern requirements.
3. The right is reserved to request samples of any or all items for which a proposal is submitted for testing in determining awards; samples to fully represent the items proposed. The brand and grade offered and accepted shall be supplied during the entire contract period, and no substitution shall be made except upon written approval of the political subdivisions.
4. The vendor must have a Hazard Analysis Critical Control Point Program (HACCP) for all areas of service and products including but not limited to; purchasing, receiving, holding, storage, transportation and delivery. All HACCP records must be documented and available for review.

MISCELLANEOUS PROVISIONS

5. Canned goods and frozen foods shall be subject to testing and grading by the U.S. Department of Agriculture, and items found to be below the grade specified to be furnished may be rejected and shall be replaced by the grade specified. Failure to promptly replace with approved grade will be sufficient cause to terminate the contract. Expense for testing will be paid by the vendor, if test shows product to be below grade.

6. All items offered shall be of the required pack and subject to all federal and state regulations applicable thereto. Prices are to be submitted for U.S. grades to be noted in proposal by the bidder.

BRANDS AND/OR GRADE

7. Brand names must be provided on the bid forms. The brand/or grade awarded will be the brand and/or grade supplied during the entire contract period unless a majority of students voice discontent with certain item(s). No substitution shall be made except if the product for some reason becomes unavailable. The written approval by the political subdivisions is required.

SAMPLES

8. Do not send samples with the bid. The political subdivisions may require samples of some items bid. Samples shall be labeled clearly and submitted in an individual plastic bag. Samples will be tested for comparison with other vendor's products. Only 2/3 bags of an item are needed for sampling purpose.

9. A nutritional analysis/data sheet and ingredient list must be available on request for all products bid and/or supplied to the political subdivisions. A copy of the nutritional data sheets and ingredient list and/or other relevant nutritional data concerning products bid should be provided by the vendor at the time bids are submitted. This information will definitely be required of all vendors that are awarded actual contracts.

GUARANTEE

10. The contractor(s) agrees to replace or give credit to the political subdivisions for any products, which when tested, do not meet the requirements of the foregoing specifications, if requested by the political subdivisions do so.

Should the successful contractor(s) fail to make delivery or perform any agreement herein contained, the political subdivision(s) shall be at liberty to forthwith procure products from any other source they may be reasonably find and deduct the excess cost from any money thereof then due, or thereafter to become due to the contractor under this agreement, and the political subdivision(s) shall further have the right, as its option, to terminate the employment of the contractor under this contract, and complete the contract included under this agreement and provide such necessary labor and materials therefore as may be necessary from such other source as he may determine advisable. And in the case of such discontinuance of the contractor's employment, he shall not be entitled to receive any further payment under this contract until such contract has been wholly completed. If the unpaid balance due the contractor shall exceed the expense of completing the contract, such excess shall be paid to the contractor. If such expense shall exceed the unpaid balance, the contractor shall pay the difference to the political subdivision(s).

The political subdivision(s) shall pay, and the contractor(s) agrees to receive for furnishing canned goods, staple groceries, breakfast foods, frozen foods, and snack foods delivered to the political subdivisions in accordance with the forgoing specifications, and in all respects according to the terms thereof, and in accordance with the unit prices set forth in the bid proposal.

11. **PROTECTION OF TOWN & CITY PROPERTY;** The successful contractor(s) shall maintain adequate protection of the political subdivision property from any harm arising in connection with delivery of bid items or related equipment & subsequent installation and shall pay or cause payment to be made for any such damage incurred.

III. Quality Requirements

Please respond to the following questions. A negative response to any of the following questions will automatically disqualify the vendor:

	Yes	No
Is vendor able to meet all delivery requirements and times, for all the political subdivisions, as stated?		
The vendor is able to provide quality products that meet or exceed the USDA School Lunch Pattern requirements?		
The vendor can supply canned goods and frozen foods meeting the grade specified, based upon the grading standards of the U.S. Department of Agriculture?		
The vendor has a Hazard Analysis Critical Control Point Program (HAACP) for all areas of service and products; including, purchasing, receiving, holding, storage, transportation and delivery?		

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENT FOR AWARDED VENDOR ONLY:

Prior to commencing performance of the Contract, the Vendor shall furnish to the School Department a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

General Aggregate	<u>\$2,000,000</u>	Each Occ.	<u>\$1,000,000</u>
Products - Comp/OP Agg.	<u>\$1,000,000</u>	Fire Damage	<u>\$ N/A</u>
Personal Injury	<u>\$1,000,000</u>	Medical Exp.	<u>\$ N/A</u>

B. ERRORS & OMISSIONS (PROFESSIONAL LIABILITY)

General Aggregate	<u>\$ N/A</u>	Each Occ.	<u>\$ N/A</u>
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C. SEXUAL ABUSE/CHILD MOLESTATION

General Aggregate	<u>\$ N/A</u>	Each Occ.	<u>\$ N/A</u>
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D. COVERAGE FOR PAYMENT OF WORKERS' COMPENSATION BENEFITS PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

E. WORKERS' COMPENSATION - EMPLOYER'S LIABILITY STATUTORY

F. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY \$500,000 - \$1,000,000

1. A contract will not be executed unless a certificate(s) of insurance evidencing the above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:

**“CITY OF SOMERVILLE” as a certificate holder and as an
additional insured for general liability only along with a
description of operation in the space provided on the certificate.**

**CITY OF SOMERVILLE
c/o SCHOOL DEPARTMENT
42 CROSS STREET
SOMERVILLE, MA 02145**

NOTE: IF DURING TERM OF THIS CONTRACT YOUR INSURANCE EXPIRES, YOU SHALL BE RESPONSIBLE FOR SUBMITTING A NEW CERTIFICATE(S) COVERING THE PERIOD OF THIS CONTRACT. NO PAYMENT WILL BE MADE ON A CONTRACT WITH AN EXPIRED INSURANCE CERTIFICATE(S).

IV. REFERENCES

REFERENCE FORM

Bidder: _____

IFB Title: **Furnishing Groceries**

Bidder must provide references for: **Three Municipalities**

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

V. RULE FOR AWARD

Contracts shall be awarded to one primary vendor providing the best prices for a wide range of products needed by the political subdivisions (All sections). An additional secondary vendors' contract may be awarded for specific product item(s)/product groups, specialty items.

The Extended Price which is based on unit price, case size and usage will be the primary determinant of award for each line item. The vendor with the greatest number of line items at the lowest bid price will be considered the Primary vendor. The vendor with the next greatest number of lowest price bid items will be the Secondary vendor.

Any bid submitted with minimum order requirements to individual locations will be considered non-responsive and will not be considered for award. The political subdivisions reserve the right to make inspections and tests that are considered standard in the industry, when deemed appropriate to accomplish the aforementioned evaluation. No subletting of the award, nor assignment of monies due, or to become due, shall be made without written consent of the political subdivisions.

This Invitation to Bid is issued in accordance with MGL Chap. 30, Section 5.

VI. Pricing

The initial bid prices submitted must remain firm for the first (4) four calendar months of the contract period. In the event of manufacturer price increase(s) to the vendor, the vendor may submit product price escalation requests to become effective January 1, 2015. The Somerville Public Schools Food Service Office will accept price escalation requests **only** during the first (7) seven calendar days of the month for the next, following month. The vendor must send price escalation requests by both general mail and electronic mail to the Food Service Director of the Somerville Public Schools.

Escalator Clause: The price escalation request must include ***the current contract price, proposed increase amount as well as the new requested price.*** Along with the request, the vendor must furnish proof of the price escalation by providing manufacturer's invoices for the items in question. The vendor must submit manufacturer's invoices for the new requested price. Purchase order summaries or velocity reports will not be accepted as proof of a price increase. ***The case price after escalation will be equal to or not more than the manufacturer's original bid price, plus increase and indicated on the invoice(s) provided.***

If all of these conditions are met the Somerville Public Schools Food Service Director will grant the escalation request to become effective the first calendar day of the next, following month. The vendor will be notified by electronic mail by the Somerville Public Schools Food Service Department prior to the proposed date of escalation. The Somerville Public Schools Food Service Office will send notification of the approved price change to all members of the Purchasing Cooperative via electronic mail. All Political Subdivisions reserve the right to terminate the contract with the vendor if pricing proves inconsistent with the manufacturer's price escalation increase.

Bid prices shall encompass everything necessary for furnishing the item(s) specified herein including all transportation, delivery, labor, materials, equipment, service, proper packing and related items in accordance with specifications. Prices must be F.O.B. Destination Inside Building Delivery.

VII. BID PRICING SHEET

HOW TO COMPLETE THE BID FORM

The bid sheet is in a 97-2003 compatibility excel format that can be printed on legal size paper. There are 10 columns of information for each line item. A description of each column is provided below for ease of use.

1. **Line number**. The line number is meant to be used as a common reference point for the specified bid products. Should there be any questions or concerns with an individual item the vendor and District may use this number for ease of reference. *Note: If this line is highlighted in yellow, that indicates the Districts are seeking exploratory pricing for that item. It does not guarantee that the Districts will be purchasing the item unless specifically discussed after the bid is awarded.
2. **Item**. The item column provides a basic description of the item available for bidding, *Note: If this line is highlighted in yellow, that indicates the Districts are seeking exploratory pricing for that item. It does not guarantee that the Districts will be purchasing the item unless specifically discussed after the bid is awarded.
3. **Approved Item(s)**: This column denotes the brand and manufacturer code of approved items for the corresponding line.
4. **Pack**. The pack column provides detail as to how the corresponding brand packs the specified item.
5. **Description**. The description column provides additional details to the corresponding bid item. All the details specified in this column must be met.
6. **Projected Usage**. This column shows the total estimated number of cases that the Urban Ring Collaborative anticipates using over the contract term.
7. **Base Case Size**. This column indicates the case size or pack that was being used to determine projected usage. *Note: If this field is shaded blue that indicates that only the specified brands listed will be accepted, therefore the vendor should reference the pack size listed in column 4.
8. **Brand/Item to be Provided**. This column can only be completed by the vendor if the corresponding line item has listed more than one acceptable brand, or if the item allows "Distributor Choice". The vendor should supply both the brand name and the manufacturer code for the item to be supplied. *Note: If this field is shaded blue that indicates that only the specified brands listed will be accepted, therefore the vendor cannot fill out this cell.

9. **Actual Case Size**. It is not necessary to enter data in the "Actual Case Size" column, unless the item bid by the vendor has a different pack than what is indicated in the corresponding "Base Case Size" cell. The spreadsheet will automatically adjust projections based on the entry. Note: This field will only allow the entry of whole numbers, no text is allowed. Notes: If this field is shaded blue that indicates that only specified brands listed will be accepted at the pack size provided, therefore, this cell cannot be filled out.
10. **Adjusted Projection**. The data within this column will be the same as the data within the "Projected Usage" column, unless the vendor wishes to supply a product with a different case pack. Should the case pack differ, than this is where the vendor can see a more accurate estimated usage for the product they wish to supply.
11. **Price Per Case**. This is where the vendor can supply the case cost of the corresponding product. "Note: If this line is highlighted in yellow, that indicates the Districts' are seeking exploratory pricing for that item. It does not guarantee that the Districts' will be purchasing the item unless specifically discussed after the bid is awarded.
12. **Extension**. This cell will automatically tabulate the estimated total amount of money spent on the corresponding product by the Collaborative. It will take into account for any adjusted projection for vendor selected products. "Note: if this line is highlighted in yellow, that indicates the Districts' are seeking exploratory pricing for that item. It does not guarantee that the Districts' will be purchasing the item unless specifically discussed after the bid is awarded.
13. **Vendor Items ID**. This cell is provided so the vendor may supply the corresponding item ID used for on-line ordering within their company. If the vendor is bidding on a new products and does not yet have a corresponding item ID number it is acceptable to enter TBD (To Be Determined).

The School Department has the right to make the final determination as to whether an alternate brand is equal to the approved brands. Samples may be requested before a final decision is made.

Please quote pricing on the following items. Product brand name, case pack size and/or number of units per case must be included for all products as indicated above.

Attachment A

Delivery Details Chart Instructions

The enclosed delivery details chart is meant to provide helpful information for transportation logistics. Each category on the chart is meant to identify specific conditions the driver would encounter for each school stop. Below are definitions of each category for clarity purposes.

1. **School Name:** This represents the shorthand name of the school related to the delivery details.
2. **Address (for delivery point of entry):** This address is not necessarily the official school address, but rather the approximate address where it is most convenient for a driver to park and unload deliveries.
3. **Estimated case load per weekly delivery:** This is a estimate on the number of cases of grocery product that are ordered by the school.
4. **Delivery Distance (feet):** This is an estimate on the number of feet a driver would have to traverse from the point of parking to the drop point inside the kitchen.
5. **No Loading Dock:** If this field is checked, it indicates that the associated school does not have a designated loading dock for receiving goods. If the field is blank the height of the loading dock may not be standard for delivery vehicles.
6. **Can't accept pallets:** If this field is checked, it indicates that the associated school can not receive goods on pallets.
7. **Exterior stairs:** If this field is checked, it indicates that the associated school has stairs outside of the building that need to be traversed in order to enter the building. Within the chart cell it will indicate whether the driver will need to go up or down the associated stairs in order to ENTER the building. Note that a standard sidewalk step is not considered an external stair.
8. **Internal Elevator:** If this field is checked, it indicates that the associated school has an elevator within the building that will need to be utilized in order drop the goods to the kitchen.
9. **Internal Stairs:** If this field is checked, it indicates that the associated school has stairs within the building that need to be traversed in order to access the kitchen storage area. Within the chart cell it will indicate whether the driver will need to go up or down the associated stairs in order to ENTER the kitchen storage area.
10. **Can't Accept Delivery Before:** The time posted in this cell indicates that the associated school can not receive deliveries before that designated time.
11. **Delivery Blackout Times:** The time posted in this cell indicates that the associated school can not receive deliveries during that period due to prime meal service hours.
12. **Can't Accept Delivery After:** The time posted in this cell indicates that the associated school can not receive deliveries after that designated time.
13. **Kitchen Phone Number:** The phone number provided in this cell is the number to reach the associated school kitchen staff.
14. **Additional Notes:** The district can indicate any additional helpful information to distributors.

To receive the full delivery location chart and the bid pricing sheet, please contact Leah Arredondo larredondo@k12.somerville.ma.us or 617-629-5218.