

BID # L-41

**CITY OF SALEM
PURCHASING DEPARTMENT
Salem, Mass., June 1, 2010**

The City of Salem reserves the right to reject any or all Proposals, to omit any item or items called for, or to accept the Bid deemed in the best interest of the City.

This Bid request is to be returned to the office of the Purchasing Agent, 120 Washington Street, 3rd Floor, Salem, MA 01970 on or before **10:00 AM, June 16, 2010** by the party making the offer.

Send all communications to: City Purchasing Agent, 120 Washington Street, 3rd Floor, Salem, MA 01970.

Grocery Supplies for School Food Service Department

TOTAL: \$_____

The Bidder acknowledge receipt of the following Addendums_____

COMPANY NAME

BUSINESS ADDRESS

CITY, STATE & ZIP CODE

TELEPHONE & FAX NO.

AUTHORIZED OFFICER (print)

AUTHORIZED SIGNATURE

DATE _____



City of Salem

Grocery Supplies for School Food Service Department

GENERAL:

Bids are requested for furnishing grocery products for the Salem Public Schools.

Grocery required for the contract period as required according to the following specifications and special bid conditions as to quality of products, storage, packaging and all other necessary incidentals, as hereinafter set forth.

Questions regarding this Invitation to Bid can be directed to:

Thomas P. Watkins
Acting Purchasing Agent
City of Salem
120 Washington Street
Salem, MA 01970
Tel: 978-619-5695
twatkins@salem.com

INSTRUCTIONS TO BIDDERS:

Bids shall be submitted on a compact **disk**, along with **one** original and two hard copy printouts of your entries. **Send back a disk and the hard copy printouts, with your signed signature pages, in a sealed envelope.**

Do not change the format of the bid document in any way; enter information only in the spaces provided. The hard copies must be an exact printout of the disk copy. Any deviation will not be accepted and your bid will be disqualified.

Officials of corporations shall designate their official title. Partners or sole owners shall so state, giving name of all interested parties.

The quantities stated in the bid specifications are estimates only. The Salem Foodservice Department reserves the right to purchase more or less than the quantities listed. The Salem Foodservice Department also reserves the right to increase or decrease quantities subject to the appropriation and availability of funds.

The City of Salem is tax exempt and, if required, shall furnish the appropriate tax-exempt certificate.

CONTRACT PERIOD:

The contract period shall be from July 1, 2010, or as soon thereafter as a contract is entered into, until June 30, 2011, with two one-year options to renew. Renewals will be at the sole discretion of the City of Salem.

The quantities listed, for the contract period, are estimated but not guaranteed.

The contract is subject to the annual appropriation or other availability of funds. Contract(s) may be canceled if funds are not appropriated or otherwise made available.

PRICE:

Bid prices must be indicated on the **Pricing Sheet**. Bid Prices must remain firm for the entire contract period. The bidder acknowledges that they are accepting the bid award for the entire bid cycle. This time frame does not correspond to the calendar year. Manufacturers' must be made aware by the distributor that any allowances that affect the final bid price to the Salem Foodservice Department must be honored for the entire bid cycle regardless of the calendar year.

In cases of manufacturers' increases in the **GROCERY** category, price escalation **REQUESTS** must be sent and **RECEIVED** by the Foodservice Director at least two weeks prior to the **REQUESTED** date of the price change. Along with the request, the vendor must furnish proof of the price increase by providing manufacturers' verification for the items in question. If all of these conditions are met, the City of Salem will grant the request.

Prices must be F.O.B.-Destination with inside delivery at location(s) designated by the individual school districts. **No additional shipping charges will be accepted.**

In the event of a discrepancy between unit price and the extension, the unit price will govern.

An average minimum delivery requirement cannot exceed \$450.00 per delivery site for the grocery category.

ORDERING:

Ordering system must be web/internet based, or faxed. Customer support staff shall be available to provide training and maintain technical assistance from 8:00AM to 4:00PM, Monday to Friday. Ordering systems must: track order and delivery history, out of stocks, credits, invoices and payments, as well as provide customized order guides based on bid items. System must also provide product substitution suggestions with designated items, confirmation status, and product/nutritional information for all products. The system must enable both buyer and approved buyer mode with a cut-off time of no earlier than 2:00PM the day before delivery.

Orders will be placed weekly for weekly deliveries. Specifics of deliveries will be coordinated between the bidder and Food Service Director. A minimum of two delivery days per week, per school, emergencies excluded.

Detailed specifications and instructions on various ordering procedures must be provided such as: telephone, facsimile, email, internet, etc.

The winning **GROCERY** vendor must provide all nutritional and ingredient labels for all items on the bid to the Salem School District prior to August 14, 2010. Detailed specifications and instructions on various ordering procedures must be provided by the successful bidder by way of: telephone, facsimile, email, internet, etc. The vendor must prepare and keep current an ORDER GUIDE which includes: Vendor Stock Numbers, Name of Item, Description of Item, Item Specifications (pack, unit, etc.) and Bid Price. (By August 14, 2010).

Included in this bid package is a Branded Coffee Program which includes regular and decaf coffees along with flavored coffee and tea products. The vendor must supply brewing equipment which includes but is not limited to airpot brewers, airpots, magnetic labels, and marketing products and must be available to the Salem Foodservice Department free of charge. Equipment maintenance and repair of the coffee equipment must also be included with no charge to the Salem Foodservice Department. Vendor must list specific flavors of coffee and tea available to the Salem Foodservice Department.

DELIVERY:

24 hour emergency delivery must be made available.

Separate deliveries may be required for each location. All deliveries shall be made and completed to a location agreeable to both bidder and Director at each delivery location between **6:00am and 2:00pm**. The vendor will coordinate details with the **School Food Service Department**.

Bidder must provide full credit on all products ordered or delivered incorrectly by the next regular delivery. Full credit must be given for products that are discovered missing from the order, damaged, spoiled, adulterated, or expired.

NO TAILGATE DELIVERY WILL BE ACCEPTED:

No products shall be left outside of the building at any time or in any place other than within the school kitchens.

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

While it is strongly preferred that deliveries not be made during meal service at any school, it will be the responsibility of the delivery personnel to wait until the cafeteria personnel responsible for receiving food supplies/orders, is available and ready to receive the order. The responsible cafeteria personnel at each school location, unless otherwise authorized, must sign delivery invoices upon inspection.

The Food Service Director will be notified before delivery if any products are unavailable. Substitutions are to be provided of the same or superior quality at bid price.

DELIVERY SLIPS, INVOICES:

Two (2) delivery slips must be left within each school's kitchen upon delivery of the products with signature of the cafeteria personnel responsible for receiving orders. Statements shall be itemized and submitted on a monthly basis up to and including the last day of the month.

All invoices and communications shall be submitted to: Deb Jeffers, Foodservice Director, 77 Wilson Street, Salem, MA 01970.

PRODUCT RECALL:

The bidder must, upon receipt of a recall notice from the manufacturer or government, notify the Director of Food Service by e-mail. Appropriate credit must be given for all recalled products.

MISCELLANEOUS PROVISIONS:

Breach of Contract:

The City of Salem reserves the right to cancel the contract upon written notice of documented unsatisfactory performance and or customer dissatisfaction of the product. Should the successful contractor fail to make delivery or perform any agreement herein contained, the City of Salem shall be at liberty to procure miscellaneous products from the next lowest bidder or any source that is reasonably found and to deduct the excess cost from any money thereof then due, or thereafter to become due to the Contractor under this agreement. The City of Salem shall further have the right, at its option, to terminate the employment of the Contractor under the awarded Contract, and complete the contract included under the contract agreement and provide such necessary labor and materials therefore as may be necessary from such other source as they may determine advisable.

Inspections:

Products received under the awarded contract shall be subject to inspection at any time by State and/or Local Inspectors at such times and places as may be consistent with public interest. If analysis of samples taken should prove that quality of the products does not meet necessary requirements or if containers are underweight, the Salem Foodservice Department reserves the right to cancel the contract at once.

Grocery and Beverage Brand and/or grade:

The City of Salem reserves the right to make the determination on acceptability of brand submitted as “**EQUAL**”. These items **must** be submitted to the City of Salem prior to the bid opening. Bidders wanting to submit any items as “**EQUAL**” are required to provide brand names and nutritional information prior to approval. **When a specific brand is specified no substitute brand will be allowed.**

The brand and grade awarded will be the brand or grade provided during the entire contract period unless the majority of students voice discontent with certain item(s). No substitution of brands and or grades shall be made without written authorization of the Salem Foodservice Department.

Chemical and Warewashing Program and Service:

Cleaning and Warewashing products must be USDA approved and include dispensing system provided by the bidder. Products must include procedure manuals, video instruction, wall charts and periodic training and maintenance and follow up reporting to the Salem Foodservice Department.

Coffee Program and Service:

Included in this bid is a Branded Coffee Program which includes regular and decaf coffees along with flavored coffee and tea products. The vendor must supply brewing equipment which includes but is not limited to airpot brewers, airpots, magnetic labels, and marketing products and must be available to the Salem Foodservice Department

free of charge. Equipment maintenance and repair of the coffee equipment must also be included with no charge to the Salem Foodservice Department. Vendor must list specific flavors of coffee and tea available to the Salem Foodservice Department.

Protection of town and city property:

The successful contractor shall maintain adequate protection of the individual school district within the Salem Public School's property. Including, but not limited to protection from any harm arising in connection with the delivery of bid items or related equipment and subsequent installation and shall pay or cause payment to be made for any such damage incurred.

Insurance:

The selected contractor shall provide the following insurance certificate to the Purchasing Agent:

Workman's Compensation – as required by the statute	
Public Liability – each accident	\$500,000.00
Public Liability – each person	\$1,000,000.00
Property Damage	\$500,000.00

It is agreed that the powers and rights herein given to the individual districts may be exercised by the same. The Salem Foodservice Department shall not be under any personal obligation or liability by reason of this awarded contract, the execution thereof, the work or any other item herein contained.

PRODUCT REQUIREMENTS:

The bidder shall indicate the grade offered in accordance with the U.S. Department of Agriculture standards by inserting in the column mark on the bid sheet. Brands shall be clearly stated on the bid sheet and all other information requested shall be filled in to ensure consideration of proposal. **Failure to indicate brand name will deem proposal non-responsive.**

AWARD:

1. Award will be made to the responsive, responsible bidder offering the lowest aggregate price in each of the three categories – Grocery, Chemicals and Coffee Program. The Salem Foodservice Department reserves the right not to award any item(s) it believes does not meet the specifications herein. Furthermore, the Salem Purchasing Agent reserves the right to award any such item(s) to the next lowest, responsible bidder. If no such bidder is available, there will be no award for that item(s). All awards will be based on how closely each bidder meets the specifications of this bid and on the quality, minimum delivery requirements (if any) of the bidder versus the volume, functional use, overall suitability of the items for the purpose for which intended, student acceptability, inspection and evaluation of the products offered.

2. Any bid submitted with a change in bid requirements will be considered non – responsive and will not be considered for grocery award.
3. Salem Foodservice Department reserves the right to conduct inspections and tests that are considered standard in the industry, when deemed appropriate to accomplish the aforementioned evaluation.
4. This Invitation to Bid is issued in accordance with the provisions of MGL Chap. 30B.



City of Salem

INSTRUCTIONS TO BIDDERS

1. General

Upon submitting a proposal, each bidder shall be assumed to have made a careful examination of conditions and specifications and to have fully informed himself as to the special conditions, contract and other documents.

Should there be a discrepancy between the requirements listed in the Invitation to Bid, Bid Documents and these standard boiler plate terms and conditions the requirements specified in the Invitation and Bid Documents will take precedent.

The Salem Purchasing Agent may reject any and/or all bids. Bidders may correct, modify or withdraw bids prior to the scheduled time for the opening of bids. Any bidder who wishes to withdraw a bid must make the request in writing. Any corrections or modifications to a bid must be in writing and submitted in a sealed envelope prior to the scheduled time for the opening of bids. Any bid received after the time specified in the Notice to Bidder's will not be considered.

No bid shall be considered which is not based upon these specifications and other contract documents attached or made part thereto. Further, no bid will be considered which contains any letters or memorandum qualifying the same, or which is not properly executed, or which is not accompanied with proposal security in the form and amount as set forth herein provided. In case of discrepancy between the numerical number and written number, the written number will be controlling and will be considered to be the actual bid of the bidder.

No oral, facsimile or telephone modifications will be considered.

2. Submission of Bids

All prospective bidders shall submit sealed bid proposals. The sealed envelope submitted by the prospective bidder shall carry the following information on the face of it: Bidders name, address, subject matter of proposal, advertised date of bid opening, and the hour designated for bid opening.

Where proposals are sent by mail to the Salem Purchasing Office, the bidders shall be responsible for their delivery to the appropriate address stated on the bid prior to the advertised date and hour for the opening of bids.

3. Receipt and Opening of Bids

Bids will be received and opened by the Salem Purchasing Agent as outlined in the Notice to Bidders. The Salem Purchasing Agent will have sole discretion regarding the delay of bid openings when due to conditions beyond its control.

4. Signatures and Bid Prices

The total net bid price shall be indicated and shall be signed on the Cover Sheet and the applicable attached forms with the full name of the bidder or an authorized agent of the bidder (if the bidder is a corporation, the bid shall be signed by a properly authorized officer of the corporation. The Clerk of the Corporation shall attest to the authority of the signature).

The bid shall indicate whether the bidder is an individual, a partnership or a corporation. In case of a partnership, the full name of each individual partner shall be given. In case of a corporation, the corporation name with the name of the State under which it is incorporated, and the names of its officers shall be given.

5. Acceptance of Bid and Its Effect

Within thirty business (30) days after the opening of the bids, the Salem Purchasing Agent will act upon them. The acceptance of a bid will be given to the lowest, responsive and responsible bidder by notice in writing signed by the duly authorized representatives of the City of Salem and its School District. No other act of the City of Salem shall constitute the acceptance of a bid. The acceptance of a bid shall bind the successful bidder to the City of Salem and its School District. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution of agreement of contract. The acceptance of a bid, as provided herein, shall constitute the award of the contract.

6. Competency of Bidder

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City of Salem and the Salem Food Service Department upon any debt or contract, or that is a defaulter, as surety or otherwise, or had failed to perform faithfully any previous contract with the City of Salem.

7. Obligation of Bidders

At the time of the opening of the bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and all contract documents. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his proposal.

8. Time of Payment

The City of Salem shall make payment within thirty (30) days after delivery of any purchase made under the terms of this Contract and upon receipt of a reasonably detailed invoice.

9. Sales Tax

The City of Salem is exempt from sales tax for which reason bidders should not include sales taxes in figuring or in references to any bid.

Tax exemption number will be supplied to the successful bidder upon request.

ATTENTION - ALL BIDDERS/PROPOSERS

Be sure to submit your bid/proposal as indicated under instruction to bidders. (Additional sign off papers listed below)

- Notice to Bidders - signed by person submitting bid (Attachment A)
- Tax compliance/non collusion form (Attachment B)
- Signature Form – complete when submitting your bid (Attachment C)

Read thoroughly "Instructions to Bidders" and the legal advertisement relative to bid/proposal deposits and other details on submitting offers.

If bidder/proposer is a co-partnership, all partners must execute both copies of the bid/proposal, unless one partner has been authorized to sign for the co-partnership, in which case evidence of such authority shall be submitted.

If bidder/proposer is a corporation, the authorized agent shall execute both copies of the bid/proposal. Evidence of authority to sign must be submitted.



City of Salem Attachment "A"

PROPOSAL OF _____

COMPANY NAME & ADDRESS

To furnish _____ in accordance with specifications attached, it being further understood that the Salem Foodservice Department reserves the right to make an award on the basis of bids received for any and/or, on the basis of the aggregate total, for all items on which bids are received.

In accordance with the advertisement of Salem Foodservice Department inviting proposals for furnishing _____ in conformity with the attached specifications, I/we hereby certify that I am/we are, the only person (s) interested in this proposal as principal(s); that it is made without collusion with any person, firm, or corporation, that an examination has been made of the specifications; and that the equipment/materials will be delivered within the time specified, at the following prices.

SIGNATURES

(If an Individual)

Date _____, 20 ____

Signature of Bidder _____ (SEAL)
(Owner and Proprietor)

Business Name D/B/A _____

Business Address _____

(If a co-partnership)

Date _____, 20 ____

Firm Name_____ (SEAL)

By_____ (SEAL)

Business Address_____

Names and Addresses _____

Of all _____

Members of Firm _____

(If a corporation)

Date_____, 20 _____

Corporate Name _____

By _____
President or Authorized Agent*

Business Address _____

*Statement of authorization, duly signed by proper authority, to be
attached hereto.



City of Salem

Attachment "B"

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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 required

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant. For all corporations, a certified copy of the vote of the Board of Directors must be provided.



City of Salem

Attachment "C"

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A,

_____, authorized signatory for
Name of signatory _____, whose
Contractor
Principal place of business is at _____,
_____ does hereby certify under the pains and penalties of
Perjury that _____ has paid all
Contractor
Massachusetts taxes and has complied with all laws of the Commonwealth of
Massachusetts relating to taxes, reporting of employees and contractors, and
withholding and remitting child support.

Signature required

Social Security No. /Federal Identification No. of _____:

Contractor number

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, and Section 49A.



City of Salem

CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of

_____ held on _____ at which
all the Directors were present or waived notice, it was voted that

_____, _____ of this
company, be and he/she hereby is authorized to execute contracts and bonds in
the name and behalf of said company, and affix its Corporate Seal thereto, and
such execution of any contract or obligation in this company's name on its behalf
by _____, shall be binding upon this company.

A TRUE COPY ATTEST:

Clerk,

Date of this Contract

I hereby certify that I am the Clerk of _____,
that

_____ is duly elected
_____ of said company, and the above vote has not been
amended or rescinded and remains in full force and effect as of the date of this
contract.

Clerk

Corporate Seal