



## INVITATION TO BID

CITY OF QUINCY, MASSACHUSETTS  
PURCHASING DEPARTMENT  
1305 HANCOCK STREET, QUINCY, MA 02169

The City of Quincy invites sealed bids/proposals for furnishing and delivering to the City of Quincy:

COLLABORATIVE CUSTODIAL BID  
CUSTODIAL SUPPLIES

PUBLIC BUILDINGS

MAY 19, 2011 @ 11:00 AM

SOUTH SHORE COLLABORATIVE  
MILK AND DAIRY PRODUCTS

SCHOOL DEPARTMENT

MAY 19, 2011 @ 11:30 AM

These bids are being issued pursuant to Massachusetts General Laws, Chapter 7, Section 22b, Collective Purchasing by Political Subdivisions, and Chapter 30B, the Uniform Procurement Act. The City of Quincy is furnishing procurement administration for of these bids.

The specification documents may be obtained through the City of Quincy's website: [www.quincyma.gov](http://www.quincyma.gov) or at the Quincy City Hall, Purchasing Department, a **non-refundable printing charge of \$25.00** will be applied for specifications printed and picked up at the office of the Purchasing Agent, Quincy City Hall, 1305 Hancock St. Quincy, MA 02169, business hours are 8:30 a.m. to 4:30 p.m.

Bids must state exceptions, if any, the delivery date and any allowable discounts. Bids/Proposals must be in a sealed envelope. The outside of the sealed envelope is to be clearly marked "**BID ENCLOSED**" with time/date of bid call.

Firm bid prices will be given first consideration. Bids/Proposals will be received at the office of the Purchasing Agent until the time and date stated above, at which time and date they will be publicly opened and read. Late Bids/Proposals, delivered by mail or in person, will be rejected.

If applicable, bids shall be in accordance with M.G.L. Chapter 30B, Chapter 149 as amended, and Chapter 30, Sections 39A, 39B and 39F-R.

The right is reserved to reject any or all bids or to accept any part of a bid or the one deemed best for the City and waive any informalities in the bidding if it is in the best interest of the City to do so.

Thomas P. Koch, Mayor

Kathryn R. Hobin, Purchasing Agent

LEGAL: MAY 2, 2011  
LEGAL: MAY 5, 2011

GOODS & SERVICE  
P.O. # S051911



CITY OF QUINCY, MASSACHUSETTS  
PURCHASING DEPARTMENT  
1305 HANCOCK STREET, QUINCY, MA 02169

DETAILED SPECIFICATIONS AND REQUIREMENTS

Issue Date: APRIL 2, 2011  
Bid Call: MAY 19, 2011 @ 11:30 A.M.  
Department: QUINCY PUBLIC SCHOOLS  
Subject: COLLABORATIVE MILK AND DAIRY PRODUCTS

1. Certified check or 5% bid bond is NOT required..... (Paragraph 1, line 09-17)
2. A Performance & Payment Bond is NOT required..... (Paragraph 1, line 24-29)
3. Quantities..... (Paragraph 4, line 51-52)
4. Samples must be supplied when requested..... (Paragraph 6, line 10-15)
5. Be sure **PROPOSAL SHEET 5 OF 5 IS SIGNED AND COMPLETED.** If not the bid may not be accepted.
6. **DO NOT SEPARATE ANY SHEET FROM THIS BID CALL.**
7. All prices are to include delivery F.O.B. destination unless noted otherwise.
8. Wherever a manufacturer's name or model number is specified, it is to be clearly understood that the words "**OR APPROVED EQUAL**" follow.
9. All vendors must acknowledge in writing receipt of any addenda.
10. **Every bid delivered must contain one original and one copy.**

\* TO THE EXTENT APPLICABLE THE FOLLOWING SECTIONS OF MASSACHUSETTS GENERAL LAWS ARE INCORPORATED HEREIN BY REFERENCE:

**M.G.L. CHAPTERS 30B, CHAPTER 149, CHAPTER 30, SECTIONS 39A, 39B AND 39F-R.  
M.G.L. AND CHAPTER 149, AS AMENDED**

In the event of any inconsistency between the bid, Information for Bidders, Bid Forms, Conditions or any other Contract Document or potential Contract Document and these statutes; or any other applicable statutes, by-laws or regulations existing on the date on which the bid is submitted, then the statute, by-laws or regulations shall govern. Such inconsistency shall not be grounds for invalidating this invitation to bid.

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LIABILITY, PROPERTY DAMAGE and WORKERS' COMPENSATION coverage is required of the successful bidder before any work can be started.

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SPECS: **COLLABORATIVE MILK AND DAIRY PRODUCTS**

DATE: \_\_\_\_\_

BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE/FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_



CITY OF QUINCY, MASSACHUSETTS  
PURCHASING DEPARTMENT, CITY HALL

INFORMATION AND INSTRUCTIONS TO BIDDERS

1. I. INVITING BIDS

2. (a) Sealed bids are invited for furnishing to the City of Quincy, Massachusetts, the described materials,  
3. commodities or services all in accordance with the specifications and conditions attached hereto and made a part  
4. thereof.

5. (b) Form of proposal to be used and copies of specifications and conditions are available at the Purchasing  
6. Agent's office, 1305 Hancock Street.

7. (c) All bids must be filed with the Purchasing Agent of the City of Quincy, Massachusetts, at or before the  
8. hour of time set forth in the legal and published advertisement, a copy of which is here attached, also at the definite  
9. place so stated, and on the forms furnished by the Purchasing Agent. Each bid shall be accompanied by bid bond  
10. or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable  
11. to the City of Quincy, Massachusetts. The amount of such cash or check shall be not less than five percent (5%) of  
12. the value of the proposed work, as estimated by the awarding authority, but in no event less than one hundred  
13. dollars nor more than fifty thousand dollars. This deposit above mentioned shall be as a guarantee that the bidder  
14. will enter into the proposed contract, if awarded to him. This requirement shall become effective unless stated to  
15. the contrary or deleted under "Detailed Specifications and Requirements." This certified check will be returned  
16. after the awarded contracts have been completely signed and proper delivery made, together with any performance  
17. bond if required in the bid form.

18. (d) This proposal is genuine and not collusive or made in the interest of or in behalf of any person not  
19. herein named, and that the bidder has not directly, or indirectly, induced or solicited any other bidder to put in a  
20. sham bid or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any  
21. manner sought by collusion to secure for himself an advantage over any other bidder. Any bid made in violation  
22. thereof, shall not be considered. This agreement in detail shall be found under paragraph XVIII (18) entitled  
23. "Affidavit and/or Agreement."

24. (e) The successful bidder shall, within ten (10) days after the award, enter into a written contract with  
25. said City in accordance with the draft of contract furnished by the City Solicitor for furnishing the described  
26. materials, commodities or services and execute as a part of said contract, a satisfactory performance bond in the  
27. amount of (100%) one hundred percent of the aggregate amount of the contract unless otherwise stated in the  
28. "Detailed Specifications and Requirements," and shall be continued for the faithful performance of the contract  
29. and executed by the Contractor and a responsible surety company.

30. (f) The right is reserved to reject any and all bids or to accept any bid or to accept any part of a bid or the  
31. one deemed best for the City.

32. II. FORM OF PROPOSAL AND SIGNATURE

33. The proposal must be made on this form provided for that purpose, unless otherwise stated, enclosed in a  
34. sealed envelope and plainly marked: "Bid Enclosed - Date: and Time of bid opening, (envelope provided,) and  
35. addressed to the Purchasing Agent, 1305 Hancock Street, Quincy, Massachusetts. If the bid is made by an  
36. individual it must be signed by the full name of the bidder, whose address must be given; if it is made by a firm -  
37. (partnership) - it must be signed with the co-partnership name and by a member of the firm, and the name and  
38. residential address of each member of the firm must be given. If made by a corporation it must be signed by the  
39. proper officer in the corporate name, and the corporate seal must be attached to such signature. A certificate under  
40. oath authorizing the proposal or contract signature as legal and binding upon the corporation must be submitted  
41. with the proposal, especially before a contract is issued. No telegraphic or telephonic proposal will be considered  
42. or accepted.

43. III. PROPOSALS

44. Blank spaces in the proposal must be properly filled in, using ink, indelible pencil or typewriter. Alterations  
45. by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder. Unless  
46. otherwise stated bids will be received on one or more or all items, and the bidder may name a lump sum conditional  
47. on two or more items being awarded to him. Bidders are invited to be present at the opening of proposals. Bidders  
48. must specifically quote on units as shown on specification sheet. In case of error in extension of prices, the unit  
49. price will govern.

50. IV. QUANTITIES

51. The quantities given are approximate, meaning more or less and are herein given and attached and are a  
52. Part of the bid and/or proposal.

1. V. QUOTATION OFFERED:

2. (a) Firm price bids will be given first consideration. The city desires to have the advantage of any general  
3. price decrease effective during the life of the contract, Will you, if the successful bidder, so grant?

4. (b) All quotations must be properly and correctly extended against each unit price offered.

5. (c) Every quotation sheet must be labeled at the bottom right hand section with the bidder's firm name, This  
6. identification shall not be considered as a signature.

7. (d) Upon signing and offering his or their bid to the City, it shall be considered that he has seen, read and  
8. had in his possession a full and complete bid call, all forms and information pertaining thereto.

9. VI. SAMPLES

10. Whenever samples are required, and so stated in specifications, all samples will be received at sender's risk  
11. and expense. However, if samples are used by or retained as City Property, other than those considered as gift or  
12. free or so stated in proposal, they will be paid for at the quoted unit price as offered in the proposal. Otherwise, all  
13. samples will be returned with postage paid by the City. All samples must be properly marked or tagged with  
14. complete identification and to also include: (1) firm name, (2) firm address, (3) catalogue number, and (4) quoted  
15. price.

16. VII. PRODUCT

17. (a) The product shall meet the requirements and satisfaction of the City of Quincy and the using and/or  
18. ordering department, Bidders must state and identify the product offered, such as manufacturer's name, trade  
19. name, brand name and quality under each item on which they bid. If brand names are not given under each item, it  
20. shall be considered "NO BID." WE MUST KNOW WHAT HAS BEEN OFFERED.

21. (b) Unless otherwise stated in writing under "Detailed Specifications" all products, material,  
22. commodities, supplies or articles herein called for must be brand new, unused and the latest product manufactured  
23. in the current year of any name and nature, whenever offered. Used or rebuilt or shopworn materials will not be  
24. acceptable, unless otherwise stated in writing by the City.

25. VIII. BRAND NAMES

26. Wherever brand names are given or their particular specifications are mentioned or referred to, it is not the  
27. City's intent to limit competition, but merely to indicate to the bidder the general type of commodity to be supplied.  
28. The City invites bids on comparable commodities in all cases. All specifications and its basis are: "Or Equal."

29. IX. TERMS

30. The cash discount period shall not be less than twenty (20) days. All prices quoted or offered shall be net  
31. and delivered F.O.B. using or ordering department. The cash discount will not be considered for a deciding factor  
32. when determining the low bidder.

33. X. DELIVERY

34. All deliveries shall be as required and requested according to the using and/or ordering department. All  
35. goods must be delivered in first class condition, if otherwise, they are subject to rejection. All deliveries shall con-  
36. form in every respect with all laws applicable to the Federal Government and/or the Commonwealth of  
37. Massachusetts and/or the City of Quincy.

38. The contractor shall be responsible for the delivery of the full net weight or count at the point of delivery for  
39. which payment is made. Check weighing may be made by the City or any authorized representative at the point of  
40. delivery or at any other point the City may elect. All original sworn certificates of weights at origin shall be attached  
41. to the contractor's certificate of weight at time and place of delivery. The same shall be surrendered to the City of  
42. Quincy.

43. Should the successful bidder fail to make delivery within a reasonable time after receipt of order, the City  
44. Reserves the right to make the purchase on such orders at the open market and charge any excess over contract price  
45. to the account of the successful bidder, who shall pay the same.

46. XI. TAXES

47. A tax exemption certificate will be issued in lieu of any refundable tax. It is desired that all prices be  
48. quoted, exclusive of any tax applicable to this transaction. Such tax or taxes should be itemized and shown as a  
49. separate rare item, preferably in dollars and cents, in both the proposal and on the invoices covering deliveries on a  
50. contract. If the tax is applicable to this transaction, and is not definitely shown in the bidder's quotation, then such  
51. quotation will be considered to be exclusive of such tax.

1. XII. INVOICING

2. Every commodity invoiced must be identified with the item number opposite such commodity shown and  
3. Given on our bid form. All unit prices must be shown against each commodity invoiced; if not, invoice will be  
4. returned for such information. This information will expedite the payment of all invoices. Invoices which do not  
5. carry a cash discount period shall be rendered once a month. All invoices shall be rendered in triplicate to the  
6. Purchasing Department, 1305 Hancock Street, Quincy, Massachusetts 02169.

7. XIII. PAYMENTS

8. Complete or partial payment on the contract will be made in approximately thirty days from date of  
9. delivery or completion and acceptance, unless otherwise provided for in bidder's proposal or under "Detailed  
10. Specifications."

11. XIV. FORCE MAJEURE CLAUSE

12. (a) The contractor will be excused from the performance of the contract in whole or in part, only by reason  
13. of the following causes:

14. 1. When such performance is prevented by operation of law.

15. 2. When such performance is prevented by an irresistible super human cause.

16. 3. When such performance is prevented by an act of the public enemies of the Commonwealth of  
17. Massachusetts, or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond  
18. the control of the contractor, or unavoidable casualty.

19. 4. When such performance is prevented by the inability of the contractor to secure necessary materials,  
20. supplies or equipment by reason of:

21. (a) Appropriation or use thereof by the Federal Government; or

22. (b) Regulations imposed by the Federal Government.

23. (b) No other Force Majeure Clause or conditions may pertain to or become a part of this bid; and any  
24. changes in the conditions stated herein will cause the bid to be rejected.

25. XV. ERRORS AND OMISSIONS

26. The contractor shall not be allowed to take advantage of any errors and/or omissions in these specifications  
27. or in the contractor's specifications submitted with his proposal. Full instructions will always be given when such  
28. errors or omissions are discovered.

29. XVI. PATENT RIGHTS

30. The contractor agrees to save, keep, bear harmless and fully indemnify the City and any of its officers or  
31. agents from all damages, costs, or expenses in law or equity that may at any time arise or to be set up for any  
32. infringement of the patent rights of any person or persons in consequence of the use of the City, or by any of its  
33. officers or agents, of articles supplied under this contract, and of which the contractor is not the patentee or  
34. assignee, or which the contractor is not lawfully entitled to sell.

35. XVII. DEFINITIONS

36. The following meanings are attached to the defined words when used in these specifications and the  
37. contract:

38. (a) The word "City" means The City of Quincy, Massachusetts.

39. (b) The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or  
40. any part thereof.

41. (c) The word "Contractor" means the person, firm or corporation with whom the contract is made by  
42. carrying out the provisions of these specifications and the contract.

43. (d) The words "Firm Price" shall mean a guarantee against price increase.

44. (e) Additional definitions may appear hereinafter under "Detailed Specifications."

45. XVIII. AFFIDAVIT and/or AGREEMENT

46. In all instances, the Affidavit terms and agreement contained herein shall become a part of the bid, and/or  
47. proposal and/or contract in fact and without any reservation or secret evasion whatsoever.

48. The bidder named in the proposal and who has signed the same and who submits herewith to THE CITY  
49. OF QUINCY, MASSACHUSETTS, the attached proposal states and agrees:

50. That he, she or they is (are) the person(s) whose name(s) is (are) signed to there hereto attached proposal; that  
51. said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that  
52. such proposal was not made in the interest of behalf of any person, partnership, company, association, organization  
53. or corporation not therein named or disclosed.

1. Affiant further deposes and says: That the bidder has not directly or indirectly by agreement,  
2. communication or conference with anyone attempted to induce action prejudicial to the interest of the public body  
3. which is to award the contract, or of any other bidder, or anyone else interested in the proposed contract; that the  
4. bidder has not in any manner sought by collusion to secure for himself, itself, themselves, an advantage over any  
5. other bidder.

6. Affiant further deposes and says that prior to the public opening and reading of bids the said bidder:

7. (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid;

8. (b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or  
9. anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;

10. (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with  
11. anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost  
12. element of his, its, their price or that of anyone else;

13. (d) did not, directly or indirectly, submit his, its, their bid price or any breakdown thereof, or the  
14. contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company,  
15. association, organization, bid, depository, or to any member or agent thereof, or to any individual or group of  
16. individuals, except to the awarding authority or to any person or persons who have a partnership or other financial  
17. interest with said bidder in his, its, their business.

18. Bidder shall strike out words not appropriate to his bid and initial same.

#### 19. XIX. INSURANCE

20. An approved and satisfactory bona fide certificate of insurance in effect, to protect the insured, the con-  
21. tractor and the City of Quincy resulting from this agreement, must be submitted to the City of Quincy through the  
22. Purchasing Agent before any work of any name or nature can be started. This insurance must cover workmen's  
23. compensation, public liability and property damage. The certificate of insurance must clearly state thereon that it  
24. is a Certificate of Insurance, name of the insured and his or their address, kind of policies in effect, number of the  
25. policy in effect for identification purposes, expiration date of said policy, limits of liability expressed in dollar value  
26. for one person, for one accident, also the aggregate for each person and each accident, description of operations or  
27. work covered and in what State or Commonwealth. There must also be a statement under signature to the effect  
28. that, "in the event of cancellation of the said policies the company will mail notice thereof to the City of Quincy  
29. Purchasing Agent, at 1305 Hancock Street, Quincy, Massachusetts at whose request this certificate is issued." This  
30. certificate must be properly dated and legally signed by an authorized agent for the insurance company. This  
31. certificate must state the name of the insurance company as underwriter and its home office address. All insurance  
32. must satisfy all legal requirements as set forth in the laws, rules and regulations of the Commonwealth of  
33. Massachusetts.

#### 34. XX. CONTRACT

35. (a) The bidder to whom the award is made will be required to enter into a written contract with the City of  
36. Quincy, in the form approved by the City Attorney. All materials or services given or supplied by the Contractor  
37. shall conform to the applicable requirements of the City Charter, City Ordinances, or Commonwealth of  
38. Massachusetts laws covering Labor, Wages, Insurance, Safety and all other legal requirements of any name or  
39. Nature, as well as conforming to the specifications contained herein. In case of default by the Contractor, the City  
40. reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for  
41. any and all excess costs occasioned by the City thereby.

42. (b) The period to be covered by the contract will be found under "Detailed Specifications."

43. (c) The City makes no guarantee as to the quantities to be delivered under the terms of the contract.

44. (d) The City reserves the right to order small quantities at the quoted prices prior to the execution of the  
45. contract, as samples, testing, trial orders otherwise without any liability or commitment on the part of the City  
46. whatsoever.

47. (e) Any qualifications or special information can be listed on a separate sheet and attached hereto with  
48. signature.

49. (f) Any and all city purchases made as samples, testing, trial orders or of similar nature shall not be  
50. considered a breach of contract or give cause for any legal action or litigation.

51. (g) Specifications, conditions, and Information and Instructions to Bidders are here attached and are a  
52. part of the bid and/or proposal.

PROPOSAL TO CITY OF QUINCY, MASSACHUSETTS

1. To the Purchasing Agent  
2. City of Quincy, Massachusetts

3. Date offered: \_\_\_\_\_ 20\_\_\_\_

4. Gentlemen:

5. The undersigned hereby proposes to furnish the City of Quincy, complete or any part thereof, the listed services,  
6. articles, commodities and materials, all in accordance with the attached list, conditions, specifications and the Information  
7. and Instructions to Bidders made a part hereof.

8. The undersigned furthermore agrees that he will execute the necessary and satisfactory bond together with  
9. necessary contract in sextuplicate within ten (10) days from the date when he shall have been notified that his proposal  
10. has been accepted in whole or in part by the City of Quincy.

11. The undersigned furthermore agrees that, in case of default in executing such contract, with necessary bond, that  
12. the check accompanying this bid, and the money payable thereon, shall be fortified thereby to and remain the property  
13. of the City of Quincy.

14. This offer and/or proposal has been given after having had the complete bid call to work from and considered  
15. the same.

16. This offer and bid has been made and given all in accordance with Article and Paragraph Number Eighteen  
17. (XVIII) and made a part hereof.

18. TERMS:

19. (a) The discount period shall not be less than twenty (20) days.  
20. (b) The City will receive the benefit of any general price decrease effective during the life of the contract.  
21. (c) The City will be notified of all price decreases.  
22. (d) This is a *firm price* meaning guarantee against price increase.  
23. (e) Delivered F.O.B. to using department, as directed.

24. (f) This offer to be accepted on or before \_\_\_\_\_ 20\_\_\_\_

25. Delivery Offered: \_\_\_\_\_

26. Priority Required: \_\_\_\_\_

27. Firm Name: \_\_\_\_\_

28. Signed by: \_\_\_\_\_ Signature and Title \_\_\_\_\_ Corporate Seal or E.S.

29. Address: \_\_\_\_\_

30. Signature of Partners: 1. \_\_\_\_\_ 2. \_\_\_\_\_

31. " " " 3. \_\_\_\_\_ 4. \_\_\_\_\_

32. Name of Corporation President: \_\_\_\_\_

33. Name of Corporation Secretary: \_\_\_\_\_

34. Corporation organized under State of: \_\_\_\_\_ Date: \_\_\_\_\_

35. Partner's Residential Address:

36. 1. \_\_\_\_\_

37. 2. \_\_\_\_\_

38. 3. \_\_\_\_\_

39. 4. \_\_\_\_\_



*CITY OF QUINCY*  
*Purchasing Department*  
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060

Fax: 376-1074

## TAX COMPLIANCE CERTIFICATE

MASS. GENERAL LAWS, CH. 62C, S: 49A(b)

I hereby certify that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding of child support.

Signed under the pains and penalties of perjury.

(1) Individual Contractor

\_\_\_\_\_  
(Contractor's Name and Signature)

Social Security Number

\_\_\_\_\_

(2) Corporation, Association  
or Partnership

\_\_\_\_\_  
(Contractor's Name)

Federal Tax ID Number, or  
Social Security Number

\_\_\_\_\_

By:

\_\_\_\_\_  
(Authorized Signature)

Note to Contractor: Please sign at (1) or (2), whichever applies.

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## CHAPTER 62C. ADMINISTRATIVE PROVISIONS RELATIVE TO STATE TAXATION

### Chapter 62C: Section 49A Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract

Section 49A. (a) Any person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or any subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business, or for the renewal of such right or license, shall certify upon such application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Such right or license shall not be issued or renewed unless such certification is made.

(b) No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(c) Any such agency, which has been notified by the commissioner pursuant to section forty-seven A that a person who holds a license or certificate of authority issued by such agency or who has agreed to furnish goods, services or real estate space to such agency has neglected or refused to file any returns or to pay any tax required under this chapter and that such person has not filed in good faith a pending application for abatement of such tax or a pending petition before the appellate tax board contesting such tax or has been penalized pursuant to section 9 of chapter 62E for failure to comply with the provisions under said chapter 62E relating to reporting of employees and contractors, or has been penalized pursuant to paragraph (3) of subsection (f) of section 12 of chapter 119A for failure to comply with the provisions under said chapter 119A relating to withholding and remitting child support, shall refuse to reissue, renew or extend such license, certificate of authority, contract or agreement until the agency receives a certificate issued by the commissioner that the person is in good standing with respect to any and all returns due and taxes payable to the commissioner as of the date of issuance of said certificate, including all returns and taxes referenced in the initial notification or, if the licensee has been penalized for failure to comply with the provisions relating to reporting of employees and contractors under chapter 62E or withholding and remitting child support under chapter 119A, a certificate issued by the commissioner that the licensee is in compliance with said provisions.

(d) Any person who owns or leases a motor vehicle or trailer that is required to be registered in the commonwealth under chapter 90 and improperly registers the motor vehicle or trailer in another state or misrepresents the place of garaging of the motor vehicle or trailer in another city or town, shall be considered in violation of laws of the commonwealth relating to taxes under chapter 60A, chapter 64H or chapter 64I. The right, license or contract provided for in subsections (a) and (b) shall not be issued or renewed until the person or business entity has paid all taxes due at the time of application for such right, license or contract.

(e) Any person who, for the purpose of evading payment of a tax pursuant to chapters 59 to 64J, inclusive, willfully makes and subscribes any return, form, statement or other document pursuant to subsection (a), (b) or (d) that contains or is verified by a written declaration that is made under the penalties of perjury, and that contains information that he does not believe to be true and correct as to every matter material to his compliance with all laws of the commonwealth relating to taxes, shall be subject to section 73.



CITY OF QUINCY  
Purchasing Department  
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060

Fax: 376-1074

### SIGNATURE AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the

\_\_\_\_\_  
(NAME OF CORPORATION)

held on \_\_\_\_\_, at which all the Directors were present or waived notice, it was  
(DATE)

VOTED, that:

\_\_\_\_\_  
(NAME) (OFFICER)

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 such \_\_\_\_\_ under seal of the Company, shall be valid  
(OFFICER)

and binding upon this Company. It was further voted that the City of Quincy may rely on such authorization of future Contracts until notified to the contrary.

A true copy,

ATTEST: \_\_\_\_\_  
(CLERK'S SIGNATURE)

PLACE OF BUSINESS: \_\_\_\_\_

DATE OF THIS CONTRACT: \_\_\_\_\_

I hereby certify that I am the Clerk of the:

\_\_\_\_\_ that \_\_\_\_\_ is the  
(COMPANY) (NAME)

duly elected \_\_\_\_\_ of said Company, and that the above VOTE has not been  
(TITLE)

amended or rescinded and remains in full force and effect as of the date of this Contract.

\_\_\_\_\_ CORPORATE SEAL

**CERTIFICATE OF NON - COLLUSION**

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.

---

**(Name of person signing bid or proposal)**  
**(Please print)**

---

**(Signature required)**

---

**(Name of business)**

**CERTIFICATION RELATING TO DEBARMENT AND SUSPENSION**

The undersigned contractor certifies to the City of Quincy that neither it nor its principals, officers or any affiliated entities has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction in accordance with the requirements of OMB Circular A-87 and with Executive Order 12549, "Debarment and Suspension."

Furthermore, the contractor certifies that it shall not make any subcontract or permit any subcontract to be made with any party which is debarred or suspended or is otherwise excluded in accordance with said OMB Circular and with Executive Order 12549.

This certification shall be for the benefit of the City of Quincy and its successors and/or assigns and is binding upon the contractor, its successors and assigned.

Executed under seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Contractor Name  
By its duly authorized agent,

Contract Number \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

# INDEMNITY AGREEMENT

In consideration of the award of Contract No. \_\_\_\_\_.

By all participants of the South Shore Collaborative, hereinafter referred to as INDEMNITEE, to the CONTRACTOR/BIDDER:

\_\_\_\_\_.

hereinafter referred to as INDEMNITOR, and for other good and valuable consideration, said INDEMNITOR agrees to hold INDEMNITEE, South Shore Collaborative, and its various Municipalities and employees harmless from any and all liability, loss or damage that INDEMNITEE may suffer as the result of claims, demands, costs, including attorneys fees, or judgement or other actions against it by reason of any and all work done by or on behalf of the INDEMNITOR in connection with the above-referenced contract.

INDEMNITOR,

\_\_\_\_\_  
By Duly Authorized Agent

Date: \_\_\_\_\_.

City of Quincy, Purchasing Department  
1305 Hancock Street, Quincy, MA 02169  
for

Quincy Public Schools  
and

South Shore Collaborative for  
School Food Service Purchasing

Invitation to Bid (I.F.B)  
Milk and Dairy Products Bid

May, 2011

Your participation is invited with regard to the above referenced bid. In order for your submission to be considered responsive, this original document must be delivered prior to the time and at the place indicated herein. The Quincy Public Schools assumes no liability for bids mistakenly opened due to improperly labeled envelopes and will return same to the bidder without notice. It is strongly suggested that bid documents sent via carriers other than first class mail should be placed in a properly labeled and sealed inner envelope prior to being placed in the carrier's packaging to avoid premature opening. **Bidders must return this original bid document in its entirety in addition to one duplicate copy of same.**

The Purchasing Department is requesting that if you have printed out a copy of this bid, please send a confirming email, so that we maybe able to keep track of a plan holders list to send out addenda notices via email addresses.

*If you have received this bid from either the City of Quincy Website or through an email it is your responsibility to check for addenda (at [www.quincyma.gov](http://www.quincyma.gov)) before you turn in your proposal. The City of Quincy will not be responsible any bids received omitting addenda acknowledgement.*



Vendor must comply with federal, state and local food safety and sanitation regulations. Hazard Analysis and Critical Control Points (HACCP) plans and guidelines are implemented to prevent Food Illness in schools. .

Vendor must maintain a fleet capable of delivering foods at adequate temperatures at all times.

Deliveries will be required on an every other day basis. Vendor must provide a school year calendar indicating delivery days to each Collaborative School District.

### **MILK COOLER EQUIPMENT**

Vendor is required to provide milk coolers for District(s) indicated on the attached Exhibit A. Districts utilizing vendor provided milk coolers will be bound by “with equipment” bid pricing.

Milk coolers are to be placed by vendor in locations designated by the School Food Service Directors.

If additional milk coolers are required at any school, due to increased capacity needs, contractor shall furnish, deliver and install same during the contract period.

The successful vendor shall provide all service and maintenance on the coolers at no charge to the Political Subdivisions. Service and maintenance must be guaranteed on a same day or next day basis. The machines will remain the property of the vendor. The Political Subdivisions are not responsible for damage to the equipment.

Districts not using vendor milk cooler equipment will be provided discounted “without equipment” bid pricing.

### **GENERAL CONDITIONS-Definition of Terms and Product**

“**Base Bid**” shall mean the total of all items bid excluding alternates as identified on the bid price form.

“**Bid Price**” shall mean the amount determined by adding the base bid amount plus any alternate bid that may be awarded.

“**Collaborative**” shall mean the South Shore Collaborative for School Food Service Purchasing.

“**Contractor**”, except where the context otherwise requires, shall mean the corporation or person (s) responsible for the delivery of product under the proposed contract or Contractor (s) agent (s).

“**District**” shall mean each individual school district member within the “Collaborative”

“**Bidder’s Authorized Representative**” shall mean the bidder’s representative authorized to sign all Response Pages and execute a contract on behalf of the Contractor.

“**Signed**” shall mean the handwritten signature of the individual authorized to execute the contract and where applicable the corporate seal must be affixed. Bids “signed” by any manner other than described here may be considered non-responsive.

Samples may be required before the Bid opening.

Adhere to package sizes per case. Bids will be rejected if unclear on counts per case or weight per case.

**NUTRITION and INGREDIENT LABEL INFORMATION** must be provided with bid

## **GENERAL CONTRACT TERMS**

The Districts reserve the right, at its sole discretion, to declare a Contractor in default in the event that the Contractor fails to deliver any goods. In the event of such default the Districts may procure undelivered goods from an alternate vendor and the Contractor shall pay any additional cost in default. The amount of said additional costs may be applied as a credit against any outstanding invoices.

Compliance with Federal, State, and Local Laws and Policy – The Contractor shall comply with all by-laws of the City of Quincy, General Laws of the Commonwealth of Massachusetts, Federal Laws, and Regulations, and interstate Commerce Commission Rules and Regulations and all regulations authorized by law, applicable to the provision of such contract.

It is the preference of the School Committee to contract with one contractor for the completion of all provisions of this contract. In the event it becomes necessary to do so, however, the contractor may petition the Quincy Public Schools to be allowed to subcontract a portion of this contract to another firm. Any such subcontractor must be able to satisfy all terms and specifications of this contract and must be approved by the Quincy Public Schools.

The Contractor's duties and obligations under this contract shall not be assigned or sub-contracted to another party without the expressed written consent from each districts Contract Administration Department.

## **INSTRUCTIONS FOR SUBMITTING BIDS**

The submission of a signed bid indicates that the vendor has read and is familiar with the attached specification. Failure of any bidder to become familiar with the document shall in no way release any bidder from any obligations in respect to this bid.

All bid amounts will be considered firm and may not be withdrawn for a period of not less than thirty (30) days from the date of opening, unless stated otherwise in the specifications.

Bid submissions must be made in a sealed envelope clearly marked "BID: "FY'12, Milk and Dairy Products". The City of Quincy assumes no liability for bids mistakenly opened due to improperly labeled envelopes or any bids that arrive later than the scheduled time and will be deemed unresponsive.

Rights of the Awarding Authority – The Quincy Public Schools reserves the right to accept or reject, in whole or in part, any or all bids as deemed to be in the best interest of the Collaborative members.

A Company must provide standard order forms that list the product, product # and product package size. Any bid item that is available only by 'special order' must be specified.

## **BID FORMS - (Checklist provided)**

Bids must be submitted on this original document. All pages of this document must be returned in their original order.

Response forms must be filled in completely and not contain any additions or alterations from the original specifications.

**The Authorized Representative must sign the original copy.**

- √\_\_\_\_\_ Any addendum issued by the City of Quincy, acting on behalf of the South Shore Collaborative relative to this bid.
- √\_\_\_\_\_ Information and Instructions to Bidders Form (5 pages)
- √\_\_\_\_\_ Tax Compliance Form-(Chapter 62C, Section 49A)
- √\_\_\_\_\_ Signature Authorization Form
- √\_\_\_\_\_ Certificate of Non-Collusion
- √\_\_\_\_\_ Certification Relating to Debarment and Suspension
- √\_\_\_\_\_ Indemnity Agreement
- √\_\_\_\_\_ Bid Form-(Price proposal page)
- Bid Bond is NOT required for this bid.**

**AWARD OF CONTRACT AND TERMS (Extension Provision)**

The Contract Administrator and Awarding Authority is the City of Quincy. The bid shall be awarded to the lowest responsive and responsible bidders, which shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability, experience, integrity, and past performance necessary for the faithful performance of the work.

No contract will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to any Massachusetts municipality or had failed previously to perform faithfully any previous contract with a municipality.

Bidders must present evidence, if requested, that they are fully competent and will have the necessary fiscal and material resources to fulfill the conditions of the contract.

Each bid shall include a list of ALL Massachusetts's municipal school districts with which the Contractor currently contracts or has contracted during the past three years, the bidder must have been doing business in its current legal entity for no less than five (5) years.

The successful bidder will be required to execute a written agreement which sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein and merges all prior discussions between them; neither party shall be bound by any definition, conditions, warranty or representation other than as expressly set forth in this agreement, or as subsequently set forth in writing signed by the parties to be bound thereby.

A single contract will be award to the lowest bidder for all requested items.

Contract document will consist of a signed agreement between vendor and each District within this Collaborative.

Estimated Contract Value – The estimated value of this contract is \$1,260,000.

All pricing shall be valid for a period of one (1) year starting July 1, 2011 through June 30, 2012. Upon the satisfactory performance of the vendor, each collaborative member may extend the contract for two (2) additional terms of one (1) year each, at the same conditions and terms.

### **INQUIRIES**

All questions regarding this bid should be directed to Kathryn R. Hobin, Purchasing Agent through fax: 617-376-1074 and email: [khobin@quincyma.gov](mailto:khobin@quincyma.gov) and cc: to [mmarini@quincyma.gov](mailto:mmarini@quincyma.gov) Questions will be accepted until May 12, 2011 at 4:00 p.m.

### **BILLING AND PAYMENTS**

Each Collaborative member will issue its own contract or purchase order, and will be responsible for their own payments.

Purchases made by the Collaborative Districts are exempt from payment of Federal Excise Taxes, and any such taxes must not be included. Each Collaborative District upon request, if required, will furnish Federal Excise Tax Exemption Certificates. The Collaborative Districts are further exempt from payment of Federal Transportation Tax and Massachusetts Sales Tax.

Invoices shall reference the District's Contract Number/Purchase Order number where required.

Unless otherwise requested by the District, no invoices shall be issued for partially delivered orders.

Delivery Slips shall be submitted with all deliveries in **duplicate** and statements shall be submitted at the end of each month. All delivery slips must be signed by the district designated employee **after** the product has been physically checked in.

Credits, rebates and volume discounts must be in invoice form and show on statement.

### **TERMINATION OF CONTRACT**

Notice of Default – The Collaborative Districts may, by written notice to the Contractor, cancel this contract at any time it is determined by the Collaborative Districts that the Contractor has defaulted in the performance of this Contract, or has failed in any respect to provide the service with promptness and diligence or in the case of bankruptcy, receivership or a general assignment for the benefit of the contractor's creditors.

The Collaborative Districts reserve the right to declare this contract null and void by a thirty (30) day notice – in writing, should it deem in its judgment that the Contractor is not fulfilling the terms of these specifications.

Remedies of the Contractor – If the Contractor claims any loss or injury resulting to it from any act, omission or neglect of any Collaborative Districts its agents or employees, other than a loss on unperformed or non-conforming services (for which the Districts shall in no event be liable), the Contractor shall, within seven (7) days of the occurrence, deliver to the Contract Administrator a detailed written statement of the loss or injury resulting there from.

No reimbursement shall be made to the Contractor unless the Contractor shall have delivered a written statement as required herein. Failure to file such a claim within seven (7) days shall result in waiver of any such claim or claims.

**INSURANCE:**

The following insurance certificates shall be provided by the successful contractor (s) to each political subdivision. Certificate should be made out to:

**City of Quincy, Purchasing Department, 1305 Hancock Street, Quincy, MA 02169**

**INSURANCE SPECIFICATIONS**

**INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:**

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the City of Quincy, Purchasing Department a Certificate of Insurance evidencing the following: It is agreed that the powers and rights herein given to the political subdivision may be exercised by same. The political subdivisions shall not be under any personal obligation or liability by reason of this agreement, the execution thereof, the work or any other thing contained herein.

- A. **GENERAL LIABILITY - Comprehensive Form**  
 BODILY INJURY LIABILITY.....\$ One Million  
 PROPERTY DAMAGE LIABILITY.....\$ One Million

- B. **COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT LISTED BELOW:**

- WORKER'S COMPENSATION.....\$ Statutory  
 EMPLOYERS' LIABILITY..... \$ Statutory

- C. **AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:**

- BODILY INJURY LIABILITY.....\$ STATUTORY

A contract will not be executed unless a certificate(s) of insurance evidencing above-described coverage is attached.

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.

All applicable insurance policies shall read:

"(Applicable political subdivision)" 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.

Please comply with our requirement of a **thirty (30) day** notice of cancellation and note on certificate.

It is agreed that the powers and rights herein given to the political subdivisions may be exercised by same. The political subdivisions shall not be under any personal obligations or liability by reason of this agreement, the execution thereof, the work or any thing contained herein.

**Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.**

**Verification of Bidder Identification**

The duly authorized undersigned hereby certifies that he/she is fully knowledgeable with regard to the attached terms, conditions and specifications and that the prices provided with this bid are offered in consideration of same (please correct any missing/incorrect information below):

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_ Federal I.D. # \_\_\_\_\_

**If a corporation, the signer should state his official capacity and affix corporate seal.**

**REFERENCE LIST**

All vendors are to fill out the following reference form, and submit it with the bid package.

Reference #1 Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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Reference #2 Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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Reference #3 Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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Reference #4 Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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### Bid Form - South Shore Collaborative Milk and Dairy Products Bid 2011-2012

Item Description	Pack Size	Bid Unit	Est. Annual Usage	Bid Price Per Unit		Bid Price Per Unit	
				No Equipment		With Equipment	
				Firm Price	Fluctuating Price	Firm Price	Fluctuating Price
8oz Milk, Chocolate, LF, Carton	50/CS	Each	3,740,564				
8oz Milk, Strawberry, LF, Carton	50/CS	Each	484,010				
8oz Milk, Coffee, LF, carton	50/CS	Each	251,176				
8 oz Milk, Vanilla, LF carton	50/CS	Each	99,280				
8 oz Lactaid Milk, Carton	20/cs	Each	4,760				
8oz Milk, Skim, Carton	50/CS	Each	61,656				
8oz Milk, 1%, Carton	50/CS	Each	1,212,242				
8oz Milk, 2%, Carton	50/cs	Each	164,900				
8oz Milk, Whole, Carton	50/CS	Each	24,710				
10oz Milk, Chocolate, LF, Plastic	24 PK	Each	656,524				
10oz Milk, Strawberry, LF, Plastic	24 PK	Each	102,576				
10oz Milk, Coffee, LF, Plastic	24 PK	Each	82,704				
10oz Milk, Vanilla LF, Plastic	24 PK	Each	9,648				
10oz Milk, Skim, Plastic	24 PK	Each	23,280				
10oz Milk, 1%, Plastic	24 PK	Each	193,680				
10oz Milk, Whole, Plastic	24 PK	Each	2,976				
8oz Milk, Chocolate, LF, Plastic	20/cs	Each	35,800				
8oz Milk, Strawberry, LF, Plastic	20/cs	Each	2,800				
8oz Milk, Coffee, LF, Plastic	20/cs	Each	1,000				
8oz Milk, Skim, Plastic	20/cs	Each	1,480				
8oz Milk, 1%, Plastic	20/cs	Each	9,240				
8oz Milk, 2%, Plastic	20/cs	Each	1,000				
8oz Milk, Whole, Plastic	20/cs	Each	500				
4oz Orange Juice, Fresh, 100%, Carton	50/CS	Each	84,170				
8oz Orange Juice, Fresh, 100%, Carton	50/CS	Each	41,822				
10 oz Orange Juice, Fresh, 100% Plastic	24 PK	Each	5,280				
64oz Orange Juice, Fresh, 100% Plastic	Each	Each	38				
10oz Apple Juice plastic	24 PK	Each	864				

Item Description	Pack Size	Bid Unit	Est. Annual Usage	Bid Price Per Unit		Bid Price Per Unit	
				No Equipment		With Equipment	
				Firm Price	Fluctuating Price	Firm Price	Fluctuating Price
Straws, 500/box	24/500	Case	290				
64 oz Yoplait Parfait, Vanilla, Straw	6 pk	Case	150				
4 oz Yogurt, Low Fat, Yoplait	48 PK	Each	133,728				
6 oz Yogurt, Low Fat, Flavored	12 pack	Each	11,664				
5lb. Cottage Cheese, Low Fat	EACH	Each	100				
Cream Cheese, PC, 1oz, 100cs	100/CS	Case	2,160				
Cream Cheese, Lite, PC, 1oz, 100cs	100/CS	Case	12				
3 lb. Cream Cheese	10/cs	Each	418				
Creamer, Half & Half, 3/8oz, 400cs	400/CS	Case	182				
<b>OPTIONAL ITEMS NOT INCLUDED IN BOTTOM LINE BID AWARD DETERMINATION</b>							
64oz Milk, 1% Plastic	Each	Each	68				
64oz Milk, 2%, Plastic	Each	Each	288				
64oz Milk, Whole Plastic	Each	Each	300				
Milk Gallons Plastic Whole	4/1gal	Each	176				
Milk Gallons Plastic 2%	4/1gal	Each	120				
Milk Gallons Plastic 1%	4/1gal	Each	176				
16 oz, Cream half & half	CASE	Each	72				
32 oz Cream, half & half	CASE	Each	100				
64 oz Cream, Half & Half	CASE	Each	196				
32 oz Cream, Heavy	CASE	Each	94				
64 oz Cream, Light	CASE	Each	104				
32 oz Cream, Light	CASE	Each	76				
Archibald Ice Cream/Friz Yogurt Mix	CASE	Case	334				
Eggs, Large, Brown, GradeA, 15dz/case	15dz/CS	Case	332				
8 # Feta Cheese	4 / cs	Each	34				
2lb. Ricotta Cheese	EACH	Each	10				
5lb, Sour Cream	EACH	Each	218				
Sour Cream, Individual packets, 1oz/100cs	100/CS	Case	175				
Signature:							
Print Name							
Company:							
						Phone:	Fax:

EXHIBIT A  
2011-12 Milk and Dairy Bid  
Collaborative Districts and  
Food Service Director List

District	Phone	Fax	Mail Address	City/Zip	FSD/Contact	Email Address for Contact
Abington Public Schools	781-982-2169	781-982-2157	171 Adams St.	Abington, MA 02351	Bernie Darcy	<a href="mailto:bernie.darcy@abingtonps.org">bernie.darcy@abingtonps.org</a>
Avon Public Schools	508-583-4822	1081	285 West Main Street	Avon, MA 02332	Karen McCarthy	<a href="mailto:kmccarthy@avon.k12.ma.us">kmccarthy@avon.k12.ma.us</a>
Braintree Public Schools	781-380-0144	781-380-0154	128 Town Street	Braintree, MA 02184	Megan Ardema	<a href="mailto:maardema@braintree.ma.gov">maardema@braintree.ma.gov</a>
Bristol Plymouth Regional SD	508-823-5151		940 County St	Taunton, MA 02780	Tom Goebel	<a href="mailto:tgoebel@bptech.org">tgoebel@bptech.org</a>
Carver Public Schools	508-866-6137	508-866-6880	60 South Meadow Road	Carver, MA 02330	Kathleen Farrar	<a href="mailto:farrark@mail.carver.org">farrark@mail.carver.org</a>
Halifax Elementary Schools	781-293-2581	781-293-6589	464 Plymouth Street	Halifax, MA 02338	Janet Barbati	<a href="mailto:Barbati.janet@yahoo.com">Barbati.janet@yahoo.com</a>
Hanover Public Schools	781-878-6667	781-878-6667	287 Cedar Street	Hanover, MA 02339	Michael Meagher	<a href="mailto:mmeagher@hanoverschools.org">mmeagher@hanoverschools.org</a>
Hingham Public Schools	781-741-1500	781-749-7457	220 Central Street	Hingham, MA 02043	Lynn Petrowski	<a href="mailto:lpetrowski@hinghamschools.com">lpetrowski@hinghamschools.com</a>
Holbrook Public Schools	781-815-1609	781-767-4652	245 South Franklin	Holbrook, MA 02343	Ima Kurtzer	<a href="mailto:ikurtzer@holbrook.k12.ma.us">ikurtzer@holbrook.k12.ma.us</a>
Marshfield Public Schools	781-319-3813	781-834-5003	76 South River Street	Marshfield, MA 02050	Irene Ekstrom	<a href="mailto:iekstrom@mpsd.org">iekstrom@mpsd.org</a>
Norwell Public Schools	781-659-8816	781-659-8805	322 Main Street	Norwell MA 02061	Judith Crooks	<a href="mailto:Judith.crooks@norwellschools.org">Judith.crooks@norwellschools.org</a>
Old Rochester Public Schools	508-758-2722x1543	508-758-9937	135 Marion Road	Mattapoisett, MA 02739	Sue Souza	<a href="mailto:ssouza@ort.mec.edu">ssouza@ort.mec.edu</a>
Pembroke Public Schools	781-294-2265	781-293-1281	81 Learning Lane	Pembroke, MA 02359	Richard Beliveau	<a href="mailto:richard.beliveau@pembrokepublicschools.org">richard.beliveau@pembrokepublicschools.org</a>
Plymouth Public Schools	508-830-4474	508-830-4448	117 Long Pond Road	Plymouth, MA 02360	Patrick Van Cott	<a href="mailto:pvancott@plymouth.k12.ma.us">pvancott@plymouth.k12.ma.us</a>
Quincy Public Schools	617-984-8768	617-984-8687	34 Coddington Street	Quincy, MA 02169	Joanne Morrissey	<a href="mailto:jmorrissy@quincy.k12.ma.us">jmorrissy@quincy.k12.ma.us</a>
St. Joseph's School	781-767-1551	781-767-3975	143 South Franklin Street	Holbrook, MA 02343	Marianne Learer	<a href="mailto:learer@stjosephholbrook.com">learer@stjosephholbrook.com</a>
Scituate Public Schools	781-545-8759 x 356	781-545-5822	606 C.J. Cushing Hwy	Scituate, MA 02066	Maureen Zucker	<a href="mailto:mzucker@scit.org">mzucker@scit.org</a>
Sharon Public Schools	781-793-7929	781-784-8432	75 Mountain Street	Sharon, MA 02067	Carol Judd	<a href="mailto:cjudd@sharon.k12.ma.us">cjudd@sharon.k12.ma.us</a>
Silver Lake Reg. Schools	781-582-3555 x 3256	781-582-3597	256 Pembroke Street	Kingston, MA 02364	Diane Nicholls	<a href="mailto:dnicholls@SLRSD.org">dnicholls@SLRSD.org</a>
South Shore Vocational School	781-878-8822	781-982-0281	476 Webster Street	Hanover, MA 02339	Deborah Beary	<a href="mailto:dbearv@ssvototech.org">dbearv@ssvototech.org</a>
Southeastern Regional School	508-230-1223	508-230-1567	250 Foundry Street	South Easton, MA 02375	John Perry	<a href="mailto:jperry@sersd.org">jperry@sersd.org</a>
Stoughton Public Schools	781-297-1051	781-341-2930	232 Pearl Street	Stoughton, MA 02072	Edward Gilbert	<a href="mailto:e.gilbert@stoughtonschools.com">e.gilbert@stoughtonschools.com</a>
Wareham Public Schools	508-291-3575	508-291-3528	4 Viking Drive	Wareham, MA 02571	Debbie Perry	<a href="mailto:dperry@wareham.k12.ma.us">dperry@wareham.k12.ma.us</a>
West Bridgewater Public Schools	508-894-1233	508-894-1226	155 West Center St.	West Bridgewater, MA 02379	Sue Olson	<a href="mailto:solson@wbridgewater.com">solson@wbridgewater.com</a>
Weymouth Public Schools	781-337-8430	781-337-5809	360 Pleasant Street	Weymouth, MA 02190	David Zeoli	<a href="mailto:david.zeoli@weymouthschools.org">david.zeoli@weymouthschools.org</a>
Whitman-Hanson Regional Schools	781-618-7431	781-618-7088	600 Franklin Street	Whitman, MA 02382	Deborah A. Seger	<a href="mailto:Deborah.seger@whitrsd.k12.ma.us">Deborah.seger@whitrsd.k12.ma.us</a>

**EXHIBIT B**  
Milk Delivery Locations

DISTRICT	DELIVERY LOCATION	ADDRESS	CITY/STATE/ZIP	PHONE #	MANAGER	Delivery Time	# Milk Cooler(s) Needed
Norwell	Norwell High School	18 South Street	Norwell, MA 02061	781-659-2490		7:00am - 1:00pm	
Norwell	Norwell Middle School	328 Main Street	Norwell, MA 02061	781-659-8814		7:00am - 1:00pm	
Norwell	Cole Elementary School	81 High Street	Norwell, MA 02061	781-659-8823		7:00am - 1:00pm	
Norwell	Vinal Elementary School	104 Old Oaken Bucket Road	Norwell, MA 02061	781-659-8820		7:00am - 1:00pm	
Old Rochester RSD	Old Rochester Jr/Sr High School	135 Marion Rd.	Mattapoisett, MA 02739	508-758-2772 x1543	Suzanne Souza	7:00am - 1:00pm	
Old Rochester RSD	Supplican Elementary School	16 Spring Street	Mattapoisett, MA 02739	508-758-0100 x324	Janet Reynolds	7:00am - 1:00pm	
Old Rochester RSD	Old Hammondtown School	20 Staw St.	Mattapoisett, MA 02739	508-758-6241	Sue Daniels	7:00am - 1:00pm	
Old Rochester RSD	Center School	17 Barstow St.	Mattapoisett, MA 02739	508-758-2521	Gail Southerland	7:00am - 1:00pm	
Old Rochester RSD	Rochester Memorial	16 Pine Street	Rochester, MA 02770	508-769-204	Doreen Gonet	7:00am - 1:00pm	
Pembroke	Pembroke High School	80 Learning Lane	Pembroke, MA 02359	781-293-9281	Nadine Doucette	6am-1:30pm	
Pembroke	Hobomock Elementary School	81 Learning Lane	Pembroke, MA 02359	781-294-0911	Robyn Johnson	7am-12:30pm	1
Pembroke	Bryantville Elementary School	29 Gurney Drive	Pembroke, MA 02359	781-294-5411	Sue Burke	6:45am - 1:00pm	
Pembroke	North Pembroke Elementary School	72 Pilgrim Road	Pembroke, MA 02359	781-829-1088	Louann MacDonald	8am-1pm	1
Pembroke	Pembroke Community Middle School	59 School Street	Pembroke, MA 02359	781-293-8627	Cindy Cody	8am-12:30pm	
Plymouth	PCJS	117 Long Pond Road	Plymouth, MA 02360	508-830-4474	Brenda Crowdis	6:00am - 1:00pm	
Plymouth	North HS	41 Obery St	Plymouth, MA 02360	508-830-4400	Dianne Soares	6:00am - 1:00pm	
Plymouth	South HS	490 Long Pond Road	Plymouth, MA 02360	508-224-7006	Sue Dagesse	6:00am - 1:00pm	
Plymouth	South Middle School	480 Long Pond Road	Plymouth, MA 02360	508-224-7991	Patty Kirkland	6:00am - 1:00pm	
Plymouth	Cold Spring Elementary	25 Alden St	Plymouth, MA 02360	508-830-4335	Sandra Patrician	7:00am - 1:00pm	
Plymouth	Federal Furnace Elementary	860 Federal Furnace Rd	Plymouth, MA 02360	508-830-4360	Ann Mesagher	7:00am - 1:00pm	
Plymouth	Indian Brook Elementary	1181 State Rd	Plymouth, MA 02360	508-830-4370	Jodi Nickerson	7:00am - 1:00pm	
Plymouth	Manomet Elementary	70 Manomet Point Rd	Plymouth, MA 02360	508-830-4380	Chris Richmond	7:00am - 1:00pm	
Plymouth	Nathaniel Morion Elementary	6 Lincoln St	Plymouth, MA 02360	508-830-4320	Mary Ellen Guidoboni	7:00am - 1:00pm	
Plymouth	South Elementary	178 Bourne Rd	Plymouth, MA 02360	508-830-4390	Cheryl Landquist	7:00am - 1:00pm	
Plymouth	West Elementary	170 Plympton Rd	Plymouth, MA 02360	508-830-4350	Andrea Smyrne	7:00am - 1:00pm	
Plymouth	Hedge Elementary	258 Standish Ave	Plymouth, MA 02360	508-8304340	Cindy Kneeland	7:00am - 1:00pm	
Quincy	Delta Chiesa Elementary School	100 Brooks Ave	Quincy, MA 02169	617-984-8777	Lisa Ruca	7:00am - 1:00pm	
Quincy	Atherton Hough Elementary School	1084 Sea Street	Quincy, MA 02169	617-984-8797	Susan Mullien	7:00am - 1:00pm	
Quincy	Atlantic Middle School	86 Hollis Avenue	Quincy, MA 02171	617-984-8741	Diane Peterson	7:00am - 1:00pm	
Quincy	Beechwood Knoll Elementary School	225 Fenno Street	Quincy, MA 02170	617-984-8634	Joseph O'Neill	7:00am - 1:00pm	
Quincy	Bernazzani Elementary School	701 Furnace Brook Pkwy	Quincy, MA 02169	617-984-8713	Mary McCann	7:00am - 1:00pm	
Quincy	Broad Meadows Middle School	50 Calvin Road	Quincy, MA 02169	617-984-8778	Barbara Standrick	7:00am - 1:00pm	
Quincy	Central Middle School	1012 Hancock Street	Quincy, MA 02169	617-984-8915	Judith McNaught	7:00am - 1:00pm	
Quincy	Clifford Marshall Elementary School	200 Moody Street Ext	Quincy, MA 02169	617-984-8721	Diane Bowes-Deagle	7:00am - 1:00pm	
Quincy	GCAP Head Start Program	Bicknell Circle	Quincy, MA 02169	617-773-1222	Beth Lyons	7:00am - 1:00pm	
Quincy	F.W. Parker Elementary School	148 Billings Road	Quincy, MA 02170	617-984-8626	Robin Buttomer	7:00am - 1:00pm	
Quincy	Lincoln Hancock Elementary School	300 Granite Street	Quincy, MA 02169	617-984-8717	Margaret Collins	7:00am - 1:00pm	
Quincy	Merrymount Elementary School	4 Agawam Road	Quincy, MA 02169	617-984-8762	Nellie Dryer	7:00am - 1:00pm	
Quincy	Montclair Elementary School	8 Belmont Street	Quincy, MA 02171	617-984-8708	Mary Lou Camerlin	7:00am - 1:00pm	
Quincy	North Quincy High School	316 Hancock Street	Quincy, MA 02171	617-984-8870	Chris Pudder	6:00am - 1:00pm	
Quincy	Point Webster Middle School	60 Lancaster Street	Quincy, MA 02169	617-984-8607	Deborah Russo	7:00am - 1:00pm	
Quincy	Quincy High School	52 Coddington Street	Quincy, MA 02169	617-984-8847	Chris Mendez	6:00am - 1:00pm	
Quincy	Snug Harbor Elementary School	333 Palmer Street	Quincy, MA 02169	617-984-8950	Kathy McGahan	7:00am - 1:00pm	
Quincy	Squamum Elementary School	50 Huckins Avenue	Quincy, MA 02171	617-984-8706	Barbara Mc Carthy	7:00am - 1:00pm	
Quincy	Sterling Middle School	444 Granite Street	Quincy, MA 02169	617-984-8961	Maureen Ross	7:00am - 1:00pm	
Quincy	Wollaston Elementary School	205 Beale Street	Quincy, MA 02170	617-984-8791	Cathy Barry	7:00am - 1:00pm	

EXHIBIT B

DISTRICT	DELIVERY LOCATION	ADDRESS	Milk Delivery Locations CITY/STATE/ZIP	PHONE #	MANAGER	Delivery Time	# Milk Cooler(s) Needed
Scituate	Scituate High School	606 C.J. Cushing Hwy	Scituate, MA 02066	781-545-8750 X 356	MAURICE ZUCKER	5:30am - 1:00 pm	
Scituate	Gates Intermediate School	327 First Parish Road	Scituate, MA 02066	781-545-8760	LOUISE FITZGERALD	7:00am - 1:00pm	
Scituate	Cushing Elementary School	1 Aberdeen Drive	Scituate, MA 02066	781-545-8750	BONNIE NAMEIKA	7:00am - 1:00pm	
Scituate	Hathely Elementary School	72 Ann Vinal Road	Scituate, MA 02066	781-545-8750	ROSE GRATTA	7:00am - 1:00pm	
Scituate	Jenkins Elementary School	54 Vinal Ave	Scituate, MA 02066	781-545-8750	BONNIE NAMEIKA	7:00am - 1:00pm	
Scituate	Wampatuck Elementary School	266 Tilden Road	Scituate, MA 02066	781-545-8750	ROSE GRATTA	7:00am - 1:00pm	
Silver Lake Regional SD	Silver Lake Regional Middle School	256 Pembroke Street	Kingston, MA 02364	781-582-3555 x3253	Stacey Ruxton	7:00am - 1:00pm	
Silver Lake Regional SD	Silver Lake Regional Sr. High School	260 Pembroke Street	Kingston, MA 02364	781-585-3844 x1406	Joanne Swales	7:00am - 1:00pm	
Silver Lake Regional SD	Dennett Elementary	80 Crescent Street	Plympton, MA 02367	781-585-3689	Pamela Taylor	7:00am - 1:00pm	
Silver Lake Regional SD	Kingston Intermediate	150 Main Street	Kingston, MA 02364	781-585-3821	Lydia Fernandes	7:00am - 1:00pm	
Silver Lake Regional SD	South Shore Regional Vocational School	65 Second Brooke St	Kingston, MA 02364	781-585-0472	Lydia Fernandes	7:00am - 1:00pm	
South Eastern Reg. Voc	South Eastern Regional School	476 Webster Street	Hanover, MA 02339	781-878-8822	Deborah Beary	7:00am - 1:00pm	
St. Joseph's School	Saint Joseph's School	250 Foundry Street	So. Easton, MA 02375	508-238-4371 x223	John Perry	7:00am - 1:00pm	
Sharon	Sharon High School	143 South Franklin St	Holbrook, MA 02343	781-787-1551	Marianne Learer	7:00am - 1:00pm	
Sharon	Sharon Middle School	181 Pond Street	Sharon, MA 02067	781-784-1554		7:00am - 1:00pm	
Sharon	Collage Street Elementary School	75 Mountain St.	Sharon, MA 02067	781-784-1560		7:00am - 1:00pm	1
Sharon	East Elementary School	30 Cottage St.	Sharon, MA 02067	781-784-1580		7:00am - 1:00pm	1
Sharon	Heights Elementary School	45 Wilshire Dr.	Sharon, MA 02067	781-784-1551		7:00am - 1:00pm	
Sharon	Heights Elementary School	454 South Main St.	Sharon, MA 02067	781-784-1595		7:00am - 1:00pm	2
Stoughton	Stoughton High School	232 Pearl Street	Stoughton, MA 02072	781-344-4000	Jo Miller	7:00am - 1:00pm	
Stoughton	O'Donnell Middle School	211 Cushington Street	Stoughton, MA 02072	781-297-1051	Debi Reid	7:00am - 1:00pm	
Stoughton	West Elementary School	1322 Central Street	Stoughton, MA 02072	781-344-7005	Kathy Kendall	7:00am - 1:00pm	
Stoughton	Hanson Elementary School	1800 Central Street	Stoughton, MA 02072	781-344-7006	Barbara Yound	7:00am - 1:00pm	
Stoughton	Gibbons Elementary School	235 Monton Street	Stoughton, MA 02072	781-344-7008	Robyn Bonalewicz	7:00am - 1:00pm	
Stoughton	South Elementary School	171 Ash Street	Stoughton, MA 02072	781-344-7004	Janet Fitzgerald	7:00am - 1:00pm	
Stoughton	Dawe Elementary School	131 Pine Street	Stoughton, MA 02072	781-344-7007	Linda Fischer	7:00am - 1:00pm	
Wareham	Wareham High School	4 Viking Drive	Wareham, MA 02571	508-291-3510 x733	Jean Smith	7:00am - 1:00pm	
Wareham	Wareham Middle School	7 Wilking Drive	Wareham, MA 02571	508-291-3550 x6115	Mary Klueber	7:00am - 1:00pm	
Wareham	Minot Forest School	63 Minot Ave	Wareham, MA 02571	508-291-3555 X5156	Eileen Haley	7:00am - 1:00pm	
Wareham	J.W. Decas School	760 Main Street	Wareham, MA 02571	508-291-3530 X17	Elizabeth Youngson	7:00am - 1:00pm	
West Bridgewater	West Bridgewater High School	155 West Center Street	W. Bridgewater, MA /02379	508-894-1223	Sue Olson	7:00am - 1:00pm	1
West Bridgewater	Howard Elementary	70 Howard Street	W. Bridgewater, MA /02379	508-894-1223	Sue Olson	7:00am - 1:00pm	1
West Bridgewater	Rose L. McDonald	One Stepping Stone Drive	W. Bridgewater, MA /02379	508-894-1223	Sue Olson	7:00am - 1:00pm	2 coolers
West Bridgewater	Spring Street School	2 Spring Street	W. Bridgewater, MA /02379	508-894-1223	Sue Olson	7:00am - 1:00pm	1
Weymouth	Weymouth High School	360 Pleasant st	Weymouth, MA 02190	781-340-2558	Elaine Petrelli	7:00am - 1:00pm	2
Weymouth	Adams Middle	89 Middle St	Weymouth, MA 02189	781-340-1833	Maureen Green	7:00am - 1:00pm	
Weymouth	Chapman Middle	1051 Commercial	Weymouth, MA 02189	781-340-0796	Deborah Doyle	7:00am - 1:00pm	
Weymouth	Weymouth Elementary Kitchen	360 Pleasant st	Weymouth, MA 02190	781-335-8094	Deborah Doyle	7:00am - 1:00pm	
Weymouth	Sacred Heart	75 Commercial St	Weymouth, MA 02188		David Zeoli	7:00am - 1:00pm	
Weymouth	Academy Avenue School	84 Academy Avenue School	Weymouth, 02189				
Weymouth	Frederick C. Murphy School	417 Front Street	Weymouth, 02188				
Weymouth	Thomas V. Nash School	1003 Front Street	S. Weymouth, 02190				
Weymouth	Lawrence W. Pingree School	1250 Commercial Street	Weymouth, 02189				
Weymouth	William Seach School	770 Middle Street	Weymouth, 02188				
Weymouth	Ralph Talbot School	277 Ralph Talbot Street	S. Weymouth, 02190				
Weymouth	Thomas W. Hamilton School	400 Union Street	S. Weymouth, 02190				
Weymouth	Wessagusset Primary School	75 Pilgrim Road	N. Weymouth, 02191				
Weymouth	Weymouth Base Center	128 Pidgeon Road, Building 128	S. Weymouth, 02190				
Weymouth	Eldridge School	46 Lincoln Street	Braintree, 02184				
Weymouth	South Shore Educational Collaborative	90 Industrial Road	Hingham, 02043				
Whitman-Hanson Reg. S.I	Conley School	100 Forest Street	Whitman, MA 02382	781-618-7050	x1363	7:00am - 1:00pm	11
Whitman-Hanson Reg. S.I	Duval School	60 Regal Street	Whitman, MA 02382	781-618-7055	x6363	7:00am - 1:00pm	
Whitman-Hanson Reg. S.I	Hanson Middle	111 Liberty Street	Hanson, MA 02341	781-618-7575	x4363	7:00am - 1:00pm	
Whitman-Hanson Reg. S.I	Indian Head School	726 Indian Head Street	Hanson, MA 02341	781-618-7065	x3363	7:00am - 1:00pm	
Whitman-Hanson Reg. S.I	Maquan School	36 School Street	Hanson, MA 02341	781-618-7060	x2362	7:00am - 1:00pm	
Whitman-Hanson Reg. S.I	Whitman Middle School	100 Corthell Avenue	Whitman, MA 02382	781-618-7035	x6363	7:00am - 1:00pm	
Whitman-Hanson Reg. S.I	Whitman-Hanson Regional High School	600 Franklin Street	Whitman, MA 02382	781-618-7020	x7439	7:00am - 1:00pm	