



## 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:  
(South Shore Collaborative)

**SCHOOL DEPT. CANNED/BOTTLE BEVERAGE-VENDING MACHINE AUGUST 23, 2012 @ 11:30 A.M.**

(Urban Ring Purchasing Collaborative)

**\* SCHOOL DEPT. FRUITS AND VEGETABLES AUGUST 23, 2012 @ 11:45 A.M. \***

The City of Quincy, Quincy Public Schools is acting on behalf of the "South Shore Collaborative" and the "Urban Ring Purchasing Collaborative" is soliciting bids for; "Canned and Bottle Beverage for Vending Machines" and "Fruits and Vegetables"

Detailed specifications are available on-line at the City of Quincy's website, [www.quincyma.gov](http://www.quincyma.gov) and also available at the office of the Purchasing Agent, Quincy City Hall, 1305 Hancock Street, Quincy, Massachusetts, 02169, between the hours of 8:30<sup>AM</sup> and 4:30<sup>PM</sup> for a non-refundable printing charge of \$25.00

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 [kimtrillcott@quincyma.gov](mailto:kimtrillcott@quincyma.gov) Questions will be accepted until August 17, 2012 at 4:00 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



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

DETAILED SPECIFICATIONS AND REQUIREMENTS

Issue Date: AUGUST 6, 2012  
Bid Call: AUGUST 23, 2012 @ 11:45 A.M.  
Department: SCHOOL DEPARTMENT-URBAN RING PURCHASING COLLABORATIVE  
Subject: FRUITS AND VEGETABLES

1. Certified check or 5% bid bond is not required ..... (Paragraph 1, line 09-17)
2. A 100 % Payment and Performance 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 at least 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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DATE: \_\_\_\_\_

SPECS CANNED FRUITS AND VEGETABLES

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

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

TELEPHONE: \_\_\_\_\_

*If you have printed this bid from 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.*

*“Please send an acknowledgment that you printed out this bid, to: [kimtrillcott@quincyma.gov](mailto:kimtrillcott@quincyma.gov) “  
The City of Quincy will not be responsible any bids received omitting addenda acknowledgement.*

*Thank you*



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. \_\_\_\_\_

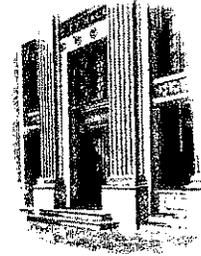
37. 2. \_\_\_\_\_

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

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



*City of Quincy*  
City Hall  
1305 Hancock Street  
Quincy, Massachusetts 02169  
*Purchasing Department*



THOMAS P. KOCH  
Mayor

Kathryn R. Hobin  
Purchasing Agent  
Phone: (617) 376-1060  
Fax: (617) 376-1074

*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 work "person" shall mean any natural person, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

Name: \_\_\_\_\_

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

City, Town & Zip: \_\_\_\_\_

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

Name of Business: \_\_\_\_\_



*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

# INDEMNITY AGREEMENT

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

by the City of Quincy, 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, City of Quincy, and its various department 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: \_\_\_\_\_.

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)

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

**Invitation to Bid (I.F.B.)**

**For**

**Quincy Public Schools and Urban Ring Purchasing Collaborative**

**“FRUITS AND VEGETABLES”**

**August, 2012**

**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 may be able to keep track of a plan holders list to send out addenda notices vial email address.**

**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 for any bids received omitting addenda acknowledgement.**

**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 [kimtrillcott@quincyma.gov](mailto:kimtrillcott@quincyma.gov) Questions will be accepted until August 17, 2012 at 4:00 p.m.**

The City of Quincy, acting on behalf of the Urban Ring Purchasing Collaborative is seeking sealed bids for **“FRUIT & VEGETABLE”** Products. **Attachment A** is a list of Urban Ring Collaborative districts participating in this bid. All references to “the contract” shall apply to the individual district contracts that may be issued by the political subdivisions named herein.

In order to be considered responsive, this original document must be delivered to the City of Quincy, Purchasing Department, 1305 Hancock Street, Quincy, MA 02169 before the time and date indicated herein. Bidders must return this original document in its entirety in addition to one (1) duplicate copy of the same. Bids shall be submitted on the form furnished and in a sealed envelope, and identified on the envelope **“FRUITS & VEGETABLES”** as well as the bidder’s name and address.

**Bid Opening Date and Time:**                    **August 23, 2012 @ 11:45 a.m.**  
City of Quincy, Purchasing Department  
1305 Hancock Street, Quincy, MA 02169

at which time and place all bids will be publicly opened and read aloud. Any late submittals will not be accepted and deemed unresponsive.

This bid is issued pursuant to Massachusetts General Laws, Chapter 7, Section 22b, and Collective Purchasing by Political Subdivisions, and Chapter 30B, the Uniform Procurement Act. The City of Quincy is furnishing procurement administration for this bid (see Attachments A & B for a list of all eligible entities). Quantities attached to the bid are totals of all districts in the collaborative. Each participating City/Town will contract directly with the vendor if the results of the bid are acceptable to them. The City of Quincy assumes no responsibility or liability for any other participating City/Town.

No Bid may be withdrawn after the time set for bid opening except by written notice received by the City of Quincy prior to the time and date set for the bid opening as set forth in the advertisement. No bid filed by any responsible and responsive bidder may be withdrawn after the date and time of opening, nor prior to the execution and delivery of a contract to the lowest responsible and responsive bidder.

The intent of this contract is to procure **“FRUITS & VEGETABLES”**, appropriate to the student populations that meet the needs of all schools listed in the specifications. Failure to perform in a timely manner may result in financial damages to the Districts, which shall become a liability of the bidder.

**GENERAL:**

The enclosed specifications and proposal documents are issued by the City of Quincy for the Urban Ring **“FRUITS & VEGETABLES”** Collaborative and include the cities/towns of Cambridge, Medford, Waltham, Somerville, Quincy, Methuen and Brookline herein referred to as the Political Subdivisions.

Bids are requested for furnishing various **“FRUITS & VEGETABLES”**. The successful contractor(s) will supply each of the Political Subdivisions at the same price and terms.

**FRUITS & VEGETABLES** are required for delivery to; thirteen (13) Locations in Cambridge, six (6) locations in Medford, nine (9) locations in Waltham, nine (9) locations in Somerville, and seven (7) locations in Quincy. **Delivery addresses are listed in Attachment B.**

**INSTRUCTIONS TO BIDDERS:**

Political Subdivisions are tax exempt. Appropriate exemption certificates, if required, shall be furnished by the Political Subdivisions individually.

The successful contractor(s) shall comply with all laws, by-laws and regulations of the Commonwealth of Massachusetts and the Political Subdivision.

**CONTRACT PERIOD:**

The contract period shall be for one year, from September 1, 2012 or as soon thereafter as contract is entered into, to August 31, 2013.

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

This 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 to support continuation of the agreement after the first fiscal year.

**BREACH OF CONTRACT:**

Wherein the successful contractor(s) fails to complete or deliver the contract as specified, the Political Subdivisions reserve the right to terminate the contract and enter into other agreements to complete the project. The Political Subdivisions may deduct the cost of any substitute contract or performance for expenses, losses, and all damages, including incidental and consequential damages as a result of any event of non-conformance or non-performance of the CONTRACTOR in complying with the terms of this CONTRACT, and shall withhold such expenses, losses, and damages from sums due to become due.

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

**PRICE:**

The bidder shall insert on the BID FORM provided, the price of products per stated unit, packaging and brand that proposes to furnish and deliver. In the event of a discrepancy between unit price and the extension, the unit price will govern.

Bidder must provide firm pricing through September 30, 2012. Awarded vendors will email updated pricing for items bid on the last week of each month for the subsequent month to all participating districts. Price revisions go into effect the first day of the month and will remain fixed for the entire month. Updated Pricing will be based upon the increases and decreases listed on the USDA's Market News Reports – Wholesale (Terminal) Market Fruit Report for Boston, Massachusetts (found at: <http://www.ams.usda.gov/fv/mncs/termfrui.htm>). It is the vendor's responsibility to prove to the Food Service Directors of the Cooperative that an increase is justified based upon a percentage increase in the USDA reports.

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

**ORDERING:**

Each Political Subdivision will submit orders for their district either by phone or by fax on a weekly basis. Internet based online ordering is encouraged.

Urban Ring Member Districts have provided estimated average monthly usage quantities for items over the course of the next year. These estimates are estimates only and not guaranteed.

The Political Subdivisions reserve the right to increase or decrease quantities subject to the appropriation or other availability of funds and in accordance with MGL Chapter 30B.

**DELIVERY:**

Fruit and Vegetable Products shall be delivered in the quantity and on the date as ordered. No minimum shipment shall be required to any location.

Deliveries will be made to the addresses and within the delivery times as specified on Attachment B.

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

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

**NO TAILGATE DELIVERY WILL BE ACCEPTED.** 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.

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

On days when there is no school, due to inclement weather, No Fruits/Vegetables shall be delivered.

Summer deliveries and service must be provided as needed to Districts which operate a summer meals program.

**DELIVERY SLIPS/INVOICES:**

Two (2) delivery slips must be left at each school upon delivery, complete with bid price, extensions and totals. The delivery slips must be left with the manager within each of the schools. Delivery slips must be signed by the Food Service Manager before responsibility will be accepted for payment of bills for these schools. If a delivery slip is not signed and the product delivered is in excess of what has been ordered, the Political Subdivisions will be required to pay only for the amount ordered.

Two (2) completely itemized statements per site delivered shall be submitted as early as possible after the first day of the month, but not later than the fifth working day.

All invoices and communications shall be submitted to the addresses of the respective Food Service Director as specified in Exhibit A.

### **PRODUCTS SPECIFICATIONS**

#### **A. Fresh Fruits and Vegetables**

1. All fresh vegetables must be provided in good condition, bright good color, crisp, good shape, no mechanical damage, no evidence of wilting or decay.
2. The size and/or pack specified in the following list is required for each item. Other sizes will not be accepted.
3. Any items rejected, or found to be unacceptable after delivery must be replaced within 24 hours by the Vendor.

#### **B. Accepted Grades, Sizes, Pack of Items Being Bid**

1. Apples - fresh, U.S. Extra Fancy, McIntosh, Braeburn, Red Delicious, Golden Delicious, Granny Smith, Rome Beauty, Pink Lady, Honeycrisp, Gala, Fuji – 190, 140 Count or 120 count.
2. Bananas - fresh, Grade No. 1, Color No. 1 or 2, Petite 150's Chiquita, Dole or equal, also regular stalk pack bananas.
3. Cantaloupes - Fresh, U.S. Fancy in 1/2 crate cartons, weight 38-45#.
4. Grapefruit - Fresh, white or pink, U.S. Fancy Florida, 40 or 48 ct. per 4/5 bushel box.
5. Grapes - Thompson Seedless, U.S. Fancy or Extra No. 1, green color, packed in square end wood-lugs and/or T.K.V. lugs or L.A. lugs
6. Oranges - Florida, California and Arizona, U.S. Fancy or U.S. No. 1, 113 138 ct. packed in California containers No. 58 or 61. Varieties may include: Sweet oranges, Navel, Valencia, Sunkist, Aerodrome or equal.
7. Peaches - U.S. Fancy, 2" minimum diameter, good color, Georgia preferred, 120/140 ct.
8. Pears - U.S. Winter Pears, U.S. Extra No. 1, Anjou, Bartlett, Bosc 120/140/190 ct.
9. Pineapples - Fresh, U.S. Fancy, ripeness of mature-green, also Hawaii Fancy, 8-12 ct. Dole or equal.
10. Strawberries - Fresh, U.S. No. 1, packed in California trays, 12 pts. per carton, delivered refrigerated (cold).
11. Tangelos - Fresh, Florida Orlando, Minneola or Seminole, U.S. Fancy or U.S. No. 1 Bright, 150 ct.
12. Honey Dew Melon
13. Watermelon – US Fancy or US 1, regular, seedless.
14. Tangerines – 120/140, Fancy, Fairchild, Honey, other.
15. Cranberries – Fresh, US 1.
16. Kiwi – US Fancy, US 1
17. Nectarines – US Fancy, US Extra, US #1, 120/140.
18. Raspberries – US 1 or US 2.
19. Green Beans - Fresh green or wax snap beans, U.S. fancy, medium to large size.
20. Broccoli - Fresh U.S. Fancy, 12-18 ct. Calabrese variety or equal, net weight 20-25 lbs. should be delivered packed in ice and cold.
21. Cabbage - Green, fresh, hybrid or regular variety for coleslaw, packed 1 1/2 bushel cartons or 50# b

22. Celery - Fresh, Pascal or Crystal Jumbo Type, U.S. Extra, No. 1, packed 24 heads per case.
23. Sweet Corn - Nature or Florida, fresh U.S. Fancy 50# bags, bushels, etc.
24. Cucumbers - Fresh, U.S. Fancy, packed 24 ct. per case.
25. Lettuce- U.S Fancy, crisp heads, Imperial types, 24 heads per case.
26. Pre-cut Lettuce-Hydro-cooled, packed in 10# plastic bags with salad mix (shredded carrots, red cabbage). Delivered cold.
27. Mushrooms-Fresh U.S. No. 1, domestic, white or brown, 10# bulk pack.
28. Onions - Yellow, sweet Spanish fresh and Bermuda (purple) onions, 50# bag, 25# bag, U.S. No. 1.
29. Sweet Peppers-Fresh, U.S. Fancy, milk fleshed fruits, Florida Giants.
30. Potatoes - Fresh U.S. extra No. 1, for potato salad and baking, packed 50# bags, Russet Burbank, Sebago or equal.
31. Tomatoes - Fresh U.S. No. 1, Florida, California or Mexico, for salad and sandwiches, packed L.A. 6x6 or 6x7 box.
32. Romaine Lettuce - A large leafy green head lettuce, U.S. #1, 24 heads/cs.
33. Butternut Squash – US 1 or US 2.
34. Carrots - US Extra, US 1, US Jumbo 1.
35. Spinach – US Fancy or US 1
36. Sweet Potatoes – US Extra #1 or US 1

**Brand Name “Or Equal”**

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. Samples may be requested before a final decision is made. Member Districts have the right to make the final determination as to whether an alternate brand is equal to the brand specified.

**WARRANTY**

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

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

**PERFORMANCE STANDARDS**

1. Fresh fruits and vegetables of high quality are required to be furnished and delivered inside the cafeteria storerooms.
2. All items offered shall be of the required pack and subject to all federal and state regulations applicable thereto. Prices are to be submitted for U.S. grades and noted on the proposal pages by the bidder.
3. The right is reserved to request samples of any or all items for which a bid is submitted for testing in determining awards; samples to fully represent the items proposed. The brand and grade offered and accepted shall be supplied during the entire contract period, and no

substitution shall be made except upon written approval of the Member District Food Service Directors.

4. Fresh fruits and vegetables shall be subject to inspection, test and grading by the U.S. Department of Agriculture and items found to be below grade specified may be rejected and shall be replaced by the grade specified. Failure to promptly replace with the approved grade will be sufficient cause to terminate this contract. Any expense for testing will be paid by the Vendor, if test shows product to be below grade.
5. Quantities of items are estimated and not guaranteed to be purchased in full during the contract period. Particularly, in the event surplus commodities are furnished by the U.S. Department of Agriculture.
6. Vendors must bid on all items and shall include delivery charges, prepaid by the Vendor.
7. The bidder shall indicate the grade offered in accordance with U.S. Department of Agriculture standards by inserting in the column market "Grade" on the proposal pages. Brands shall be clearly stated on the proposal pages and all other information requested shall be filled in to ensure full consideration of bids.
8. From time to time, items may be added or deleted from the proposal pages list at the discretion of the Foodservice Director.
9. Bidder shall utilize only properly insulated, mechanically or thermostatically temperature controlled refrigerated transport equipment. Such equipment must be capable of maintaining temperature to protect products. Districts reserve the right to reject the use of any trucking equipment by a carrier if it is not in a clean, sanitary condition and suitable for the hauling of all goods. All delivery personnel must demonstrate good customer service and should be neat and clean with good grooming practices.
10. Upon request, successful bidders must furnish the U.S.D.A. grade certificates indicating items to be U.S. Grade A, when appropriate. U.S. grade certificate or an approved description shall be submitted for required items prior to delivery. When applicable, these certificates must cover the specific brand of item(s) being delivered and shall be the same as the codes listed on the certificate of descriptive label.
11. The vendor must have a Hazard Analysis Critical Control Point Program (HACCP) for all areas of service and products including but not limited to: purchasing, temperature control, receiving, holding, storage, transportation and delivery. All HAACP records must be documented and available for review.

**INSURANCE:**

The following insurance certificate shall be provided by the successful contractor(s) to each Political Subdivision:

The Contractor shall, prior to execution of the contract, provide to each political subdivision a Certificate of Insurance, with the amounts as specified in this section, which insurance shall be maintained at all times during the term of the contract. Failure to provide or maintain such insurance shall be grounds to reject a bid or execute a contract.

Public Commercial Liability coverage \$500,000. per occurrence and \$1,000,000. Aggregate and Automobile Liability Insurance \$500,000. per person, \$1,000,000 per occurrence and Property Damage in the amount of \$250,000.

The CONTRACTOR shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the CONTRACTOR who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

All required insurance must be endorsed to name the CITY or TOWN as Additional Insured. All required insurance shall be endorsed to waive the insurer's rights of subrogation against the CITY. All policies and certificates for insurance must contain language that the insurance shall not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the CITY.

The CONTRACTOR under this CONTRACT shall not allow its subcontractors to begin work until similar insurance has been so obtained and certificates of insurance approved by the CONTRACTOR.

The CONTRACTOR shall require that all delivery personnel submit to a criminal history background check (CORI). All delivery personnel of the successful CONTRACTOR shall be required to sign a waiver allowing such an investigation to be conducted and submitted to the political subdivision prior to the first delivery.

**AWARD OF CONTRACT:**

The Contract Administrator and Awarding Authority is the City of Quincy. The bid shall be awarded to the lowest responsive and responsible bidder. A single award will be made to the successful contractor based on the quality, functional use, overall suitability of the items for the purpose of which they are intended, student acceptability, inspection and evaluation of samples, and the contractor meeting specifications and bid requirements and offering the lowest aggregate bid on all items specified.

Any bid submitted with minimum order requirements to individual locations will be considered non-responsive and will not be considered for award.

The Political Subdivisions reserve the right to make inspections and tests that are considered standard in the industry, when deemed appropriate to accomplish the aforementioned evaluation.

No subletting of the award shall be made without written consent of the Political Subdivisions.

Award will be made within sixty (60) days after the Bid Opening unless the time for award is extended by mutual consent of all parties concerned.

This Invitation to Bid is issued in accordance with the provisions of MGL Chap. 30B.

## **BID FORMS-CHECKLIST**

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 Urban Ring Collaborative relative to this bid.

Information and Instructions to Bidders Form.

Tax Compliance Form (Chapter 62C, Section 49A)

Signature Authorization Form

Certificate of Non-Collusion

Certification Relating to Debarment and Suspension

Indemnity Agreement

Bid Form (Attachment C Price Proposal Page)

Bid Bond is NOT required for this bid

## **BID FOR FURNISHING FRUIT AND VEGETABLE PRODUCTS** **BID PROPOSAL**

The undersigned, cognizant of the specifications, rules, and regulations contained herein this Invitation for Bid, proposes to furnish FRUIT AND VEGETABLE PRODUCTS at the prices quoted on the hereto attached "Bid Quotation Form" subject to all conditions recorded on this solicitation for the duration of this contract, beginning September 1, 2012 through August 31, 2013 with the sole option of the COLLABORATIVE to extend for two (2) additional (1) one year terms.

The prices quoted on the Bid Form includes all product costs, packaging, delivery, storage, and any other costs associated with the furnishing of FRUIT AND VEGETABLE PRODUCTS FOR FOOD SERVICE. The undersigned understands and agrees that the Political Subdivisions will not receive any separate charges other than those clearly recorded in this bid proposal.

In compliance with the above, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish all FRUIT AND VEGETABLE PRODUCTS AND SUPPLIES FOR FOOD SERVICE at the quoted prices, delivered to the designated schools. It is understood and agreed that this bid will constitute a formal contract upon acceptance below.

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The bidder shall insert on the form attached (Attachment C-Bid Form) hereto identified as Urban Ring Collaborative Bid 2012-2013 the price of FRUIT AND VEGETABLE PRODUCTS FOR FOOD SERVICE per stated unit, which he proposes to furnish and deliver. In the event of a discrepancy between the unit price and the extension, the unit price will govern. The prices inserted must be net, and include inside delivery. No charge will be allowed for federal, state or municipal sales and excise taxes, for the Political Subdivisions are exempt. Exemption certificates, if requested, will be furnished on forms.

**THE FOLLOWING ITEMS ARE TO BE COMPLETED BY THE BIDDER**

TITLE OF BID:

\_\_\_\_\_

COMPANY NAME:

\_\_\_\_\_

COMPANY ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

FEDERAL IDENTIFICATION NUMBER:

\_\_\_\_\_

OUR COMPANY IS: (check one) A CORPORATION:

\_\_\_\_\_

A PARTNERSHIP:

\_\_\_\_\_

INDIVIDUALLY OWNED:

\_\_\_\_\_

SIGNATURE OF COMPANY OFFICIAL:

\_\_\_\_\_

PRINT NAME OF ABOVE SIGNATURE:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

TELEPHONE:

\_\_\_\_\_

FAX :

\_\_\_\_\_

EMAIL:

\_\_\_\_\_

PLEASE ACKNOWLEDGE RECEIPT OF ANY AND ALL ADDENDA.

I HAVE RECEIVED ADDENDA(S)

# \_\_\_\_\_

# \_\_\_\_\_

# \_\_\_\_\_

# \_\_\_\_\_

References

Bidder: \_\_\_\_\_

IFB Title: Furnishing Bread and Bread Products

Bidder must provide the following information for three School Districts that they have Contracted with to provide FRUIT AND VEGETABLE PRODUCTS within the past 5 years.

1. Reference \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

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

\_\_\_\_\_

2. Reference \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

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

\_\_\_\_\_

3. Reference \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

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

\_\_\_\_\_

**FRUITS AND VEGETABLES BID EXHIBIT A: URBAN RING COLLABORATIVE MEMBER DISTRICTS AND CONTACT INFORMATION 2012-13**

<b>District</b>	<b>Food Service Director</b>	<b>Address</b>	<b>City/State/Zip</b>	<b>Phone Number</b>	<b>Fax Number</b>
Cambridge Public Schools	Melissa Honeywood	158 Spring Street	Cambridge, MA	617-349-6858	617-349-6861
Medford Public Schools	Juilie Bradley	489 Winthrop St	Medford, MA 02155	781-393-2241	Fax 781-393-2224
Quincy Public Schools	Joanne Morrissey	70 Coddington Street	Quincy, MA 02169	(617) 984-8768	Fax (617) 984-8687
Somerville Public Schools	Jeannie Irwin	42 Cross Street	Somerville, MA 02145	(617) 625-6600 x6083	Fax (617)-666-5451
Waltham Public Schools	Rhonda Spigel	617 Lexington St.	Waltham, MA 02452	(781)314-5495	Fax (781) 314-5496

**FRUITS AND VEGETABLES BID EXHIBIT B: URBAN RING COLLABORATIVE DELIVERY LOCATIONS 2012-13**

<b>Delivery Locations</b>	<b>Address</b>	<b>City/State/Zip</b>	<b>Phone</b>	<b>Contact</b>	<b>Delivery Time Period</b>
<b>Cambridge</b>					
Amigos School	16 Upton Street	Cambridge, MA 02139	617-349-4275	Contact: TBD	7am- 11am
Baldwin School	28 Sacramento Street	Cambridge, MA 02138	617-349-4402	Contact: Bobby Scott	7am- 11am
Cambridgeport	89 Elm Street	Cambridge, MA 02139	617-349-4462	Contact: Lorraine Gomes	7am- 11am
Cambridge Rindge & Latin School	459 Broadway	Cambridge, MA 02138	617-349-6839	Contact: Vincent Connelly	7am- 11am
Fletcher Maynard Academy	225 Windsor Street	Cambridge, MA 02139	617-349-6594	Contact: TBD	7am- 11am
Graham & Parks School	44 Linnaean Street	Cambridge, MA 02138	617-349-6577x 1117	Contact: Denise Jones	7am- 11am
Haggerty School	110 Cushing Street	Cambridge, MA 02138	617-349-6021	Contact: Carol Sheehan	7am- 11am
Kennedy - Longfellow School	158 Spring Street	Cambridge, MA 02141	617-349-6848	Contact: David Gardner	7am- 11am
King Open	880 Cambridge Street	Cambridge, MA 02141	617-349-6540x 130	Contact: Liz Guillerme	7am- 11am
Dr. Martin Luther King School	359 Broadway	Cambridge, MA 02138	617-349-6566	Contact: Ian LaValle	7am- 11am
Morse School	10 Granite Street	Cambridge, MA 02139	617-349-6573	Contact: Marie Hurcule	7am- 11am
Peabody School	70 Ridge Ave	Cambridge, MA 02141	617-349-6536	Contact: Mabrel Karslian	7am- 11am
Tobin School	197 Vassal Lane	Cambridge, MA 02138	617-349-6606x 140	Contact: Anne Barbarian	7am- 11am
<b>Medford</b>					
Medford High School	489 Winthrop Street	Medford, MA 02155	781-393-2442	Contact: Richard Voner	7-10 AM
Brooks Elementary	388 High Street	Medford, MA 02155	781-393-2166 x8506	Contact: Sue Morello	7-10 AM
Columbus Elementary	37 Hicks Avenue	Medford, MA 02155	781-393-2177 x3519	Contact: Rory Douglas	7-10 AM
Roberts Elementary	35 Court Street	Medford, MA 02155	781-393-2155 x4512	Contact: Sandy landosca	7-10 AM
Andrews Middle School	3000 Mystic Valley Pkwy	Medford, MA 02155	781-393-2241	Julie Bradley	7-10 AM
McGlynn Middle School	3002 Mystic Valley Pky	Medford, MA 02155	781-393-2241	Julie Bradley	7-10 AM
<b>Quincy</b>					
North Quincy High School	316 Hancock Street	Quincy, MA 02171	(617) 984-8870	Contact: Christine Pudder	6:00-9:30 AM
Quincy High School	75 Russell Park	Quincy, MA. 02169	(617) 376-3372	Contact: Christina Mendez	6:00-9:30 AM
Atlantic Middle School	86 Hollis Avenue	Quincy, MA. 02171	(617) 984-8741	Contact: Diane Peterson	6:30-9:30 AM
Broad Meadows Middle	50 Calvin Road	Quincy, MA. 02169	(617) 984-8778	Contact: Barbara Standrick	6:30-9:30 AM
Central Middle School	1012 Hancock Street	Quincy, MA. 02169	(617) 984-8915	Contact: Judith McNaught	6:30-9:30 AM

Sterling Middle School	444 Granite Street	Quincy, MA. 02169	(617) 984-8961	Contact: Maureen Ross	6:30-9:30 AM
Point Webster Middle School	62 Lancaster Street	Quincy, MA. 02169	(617) 984-6607	Contact: Debra Russo	6:30-9:30 AM
<b>Somerville</b>					
Somerville High School	81 Highland Avenue	Somerville, MA 02143	(617) 625-6600 X 6163	Contact: Nancy Parisi	6:30-9 AM
Healey	5 Meacham Street	Somerville, MA 02145	(617) 625-6600 X 6554	Contact: Debbie Burdulis	6:30-9 AM
Capuano Center	150 Glen Street	Somerville, MA 02145	(617) 625-6600 X 3601	Contact: Madelyn Velez	6:30-9 AM
Kennedy	85 Elm Street	Somerville, MA 02144	(617) 625-6600 X 6647	Contact: Terry Gaudet	6:30-9 AM
Winter Hill Community School	115 Sycamore Street	Somerville, MA 02145	(617) 625-6600 x 6780	Contact: Charlene Caton	6:30-9 AM
Cummings	42 Prescott Street	Somerville, MA 02145	(617) 625-6600 x 6438	Contact: Connie Moniz	6:30-9 AM
Ederly	8 Bonair Street	Somerville, MA 02145	(617) 625-6600 x 6520	Contact: Anna Manfredi	6:30-9 AM
West Somerville Neighborhood	177 Powder House Blvd	Somerville, MA 02144	(617) 625-6600 x 6448	Contact: Lynn Puopolo	6:30-9 AM
Argenziano School	290 Washington Street	Somerville, MA 02143	(617) 625-6600 X 6684	Contact: Margaret Huckins	6:30-9 AM
<b>Waltham</b>					
Waltham High School	617 Lexington St.	Waltham, MA 02452	(781)314-5497	Contact: Liz Hart	by 7:30 AM
MacArthur Elementary	494 Lincoln Street	Waltham, MA 02451	(781) 314-5726	Contact: Melissa Turpin	by 9:30 AM
McDevitt Middle School	75 Church Street	Waltham, MA 02452	(781)314-5678	Contact: Carol Ehwa	by 8 AM
Northeast Elementary School	Putney Lane	Waltham, MA 02452	(781) 314-5740 x 12127	Contact: Debbie Grimes	by 9:30 AM
Kennedy Middle School	655 Lexington Street	Waltham, MA 02452	(781) 314-5560 x5599	Contact: Mary Cronin	by 8 AM
Plympton Elementary School	20 Farnsworth Street	Waltham, MA 02451	(781) 314-5764	Contact: Lillian Arsenault	Not Before 6 AM
Fitzgerald Elementary School	140 Beal Road	Waltham, MA 02453	(781)314-5688	Contact: Peggy Santana	by 9:30 AM
Stanley Elementary School	250 South Street	Waltham, MA 02453	(781)314-5633	Contact: Lisa Mula	by 9:30 AM
Whittemore Elementary School	30 Parmenter Road	Waltham, MA 02453	(781) 314-5780 x 47212	Contact: Cindy Aucoin	by 9:30 AM
Runkle School	50 Druce Street	Waltham, MA 02445	(617) 879-4679	Contact: Suzanne Twomey	by 9:30 AM







