

TOWN OF PLYMOUTH
PROCUREMENT DIVISION
11 LINCOLN STREET
PLYMOUTH, MASSACHUSETTS 02360

BID 21607, FOOD INSPECTOR FOR FOOD ESTABLISHMENTS

Issued: May 17, 2016
Due: June 3, 2016, at 11:00 a.m.

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TOWN OF PLYMOUTH
11 Lincoln Street
Plymouth, Massachusetts 02360

May 17, 2016

INVITATION FOR BID 21607

A. INVITATION

Sealed bids are requested by the Town of Plymouth for a food inspector to conduct onsite inspections of food establishments to ensure compliance with applicable state, federal, and local laws and regulations.

Specifications and bid forms are available electronically online at <http://www.plymouth-ma.gov/current-bids/>.

Bids are to be submitted by 11:00 a.m., Friday, June 3, 2016, at which time they will be publicly opened and read. Postmarks will not be considered. All bids must be sealed and made upon forms furnished by the Procurement Division. Bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked "Bid 21607, Food Inspector."

All bids are subject to the provisions of M.G.L. Chapter 30B, as amended.

Contract Period:

The agreement shall be for the period July 1, 2016, through June 30, 2017. At the sole option of the Town, and subject to appropriation of funds, this agreement may be extended for the period July 1, 2017, through June 30, 2018, and July 1, 2018, through June 30, 2019.

Rule for Award:

The contract will be awarded to the responsive and responsible bidder offering the lowest aggregate price for the first year.

Specifications:

See Attachment 1

GENERAL INFORMATION

A. GENERAL CONDITIONS

1. All bids shall be based on the quantities set forth in the Invitation for Bid. These quantities shall be used as a basis for comparison of the bid proposals. The quantities are based on the Town's best estimates of the work to be performed during the term of this Contract, the Town does not expressly or by implication agree that the actual amount of work will correspond herewith and the Town reserves the right to increase or decrease the amount of any class or portion of the work as it may deem necessary, without change of price per unit. Charges for delays due to changes required in the field are expected to be reasonable and will be determined by the Town Engineer and Contractor.
2. The Town of Plymouth reserves the right to reject all proposals, to waive technicalities, to advertise for new proposals and to split awards as may be deemed to be in the best interests of the Town. The contract or contracts will be awarded by the Town within thirty (30) business days after opening bids. The Town reserves the right to require samples of materials for inspection and testing.
3. All words, signatures and figures submitted on the bid shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices which contain abnormally high or low prices for any item, may be rejected as informal. More than one proposal from the same bidder will not be considered.
4. The successful bidder shall comply with all applicable federal, state, and local laws and regulations.
5. The Town's policy on awarding bids to offerors with identical prices states: "When bids for goods and services are requested and received by the Town, the award is made to the lowest responsive and responsible bidder. If two or more bid prices are identical and all tied bidders are responsive and responsible, an award will be made according to the first of these three conditions to apply:
 - Past service to the Town; if one of the tied bidders has provided this or similar service in a satisfactory manner in the past, it will be awarded to that bidder;
 - A bidder based in Plymouth;
 - Random selection - flip of a coin or drawing of more than two are tied."

6. Purchases made by the Town are exempt from taxes and bid prices must exclude any taxes. Tax exemption certificates will be furnished upon request.
7. Verbal orders are not binding on the Town and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
8. "Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark, item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the Town for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of Section 39J of Chapter 30 of the Massachusetts General Laws, approval shall be at the sole discretion of the Town, shall be in writing to be effective, and the decision of the Town shall be final. The Town may require tests of all materials so submitted to establish quality standards at the Contractor's expense. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product for intended use for approval of the Town.

Except as otherwise provided for by the provisions of Section 39J of Chapter 30 of the Massachusetts General Laws, the Contractor shall not have any right of appeal from the decision of the Town condemning any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs.

9. No charges will be allowed for packing, crating, freight, express, transportation, shipping or cartage. Delivery location shall be as specified in the Contract or on the Purchase Order.

10. The Contractor shall replace, repair or make good, without costs to the Town, defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
11. The Contractor shall not discriminate against any person on the grounds of race, color, marital status, physical disability, age, sex, sexual orientation, religion, ancestry, or national origin in any manner prohibited by the laws of the United States, the Commonwealth, or the Town of Plymouth.

B. EVALUATION CRITERIA

Award of this bid will be made to the bidder who offers the best price(s) and who is deemed to be both responsive and responsible. Determination of responsiveness and responsibility shall be based solely on the following criteria:

1. Bidders will be deemed responsive if they complete all required forms as included in the attached bid form package to the satisfaction of the Town.
2. Bidders will be deemed responsible if they:
 - a. have a valid Massachusetts driver's license and vehicle (copy of license and registration to be included with the bid);
 - b. have at least five (5) years' experience inspecting food establishment in Massachusetts for state or municipal agencies. Submit at least three (3) references with the name, organization, and contact information;
 - c. have a thorough working knowledge of food borne illness prevention, HACCP principles, 105 CMR 490.000, and the 1999 Federal Food Code;
 - d. have conducted a minimum of 30 food establishment inspections within the past month.

C. INSURANCE REQUIRMENTS

1. The Successful Bidder shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect him performing work covered by this Contract, or the Town of Plymouth and its employees, agents and officials, from all claims an liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Successful

Bidder covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

2. Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:
 - a. General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with \$3,000,000 Annual Aggregate Limit. **The Town shall be named as an "Additional Insured"**.
 - b. Automobile Liability of at least \$1,000,000 Bodily Injury and Property Damage per accident. **The Town shall be named as an "Additional Insured"**.
 - c. Workers' Compensation Insurance as required by law. Include Employers Liability Part B.
 - d. Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/ aggregate. **The Town and Engineer shall be named as an "Additional Insured"**.
3. All policies shall be so written that the Owner will be notified of cancellation or restrictive amendment at least fifteen (15) days prior to the effective date of such cancellation or amendment. A certificate from the Successful Bidder's Insurance Carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Owner before operations are begun.
4. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is required by this Contract. The Successful Bidder shall make no claims against the Town of Plymouth or its officers for any injury to any of his officers or employees or for damage to its equipment arising out of work contemplated by this Contract.
5. The Successful Bidder shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Plymouth, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his employees, agents, sub-contractors or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Plymouth for damage to its property caused by the

Contractor, his employees, agents, sub-contractors or material men, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Plymouth's gross negligence or willful misconduct.

D. WITHDRAWAL OF BIDS

Except as hereinafter expressed provided, once a proposal is submitted and received by the town, the proposer agrees that he may not and will not withdraw it within thirty (30) calendar days after the actual date of the opening of proposals.

Upon proper written request and identification, proposals may be withdrawn only as follows:

- a. at any time prior to the designated time for the opening of proposals;
- b. provided the proposal has not been accepted by the town, at any time subsequent to thirty days following the actual date of proposal opening.

Unless a proposal is withdrawn as provided above, the proposer agrees that it shall be deemed open for acceptance until a contract has been executed by both sides or until the town notifies the proposer in writing that his proposal is rejected or that the town does not intend to accept it, or returns his bid surety. Notice of acceptance of a proposal shall not constitute rejection of any other proposal.

E. BID STATUS INFORMATION

Addenda: If you received bid documents from the Town and provided the Town with an accurate email address and fax number for delivery of addenda, the Town intends to deliver notification of each addendum to you at such address or fax number, but the Town shall not be responsible for any failure of a bidder to receive any addenda for any reason. All addenda will be available on the Town's website at <http://www.plymouth-ma.gov/current-bids>.

Notwithstanding the foregoing, bidders are solely responsible to check for and confirm their receipt of any addenda in advance of the bid deadline.

A register of Proposals, when available, will be available on the Town's website at <http://www.plymouth-ma.gov/current-bids/pages/bid-results>.

Notification of award of contract will be mailed to all bidders and/or posted on the Town's website.

F. BID QUESTIONS

Please contact Pamela D. Hagler, Procurement Officer, at 508-747-1620 ext. 107, if you have any questions on the bid process. Questions regarding the project or the specifications must be submitted in writing and faxed to 508-830-4133 or emailed to phagler@townhall.plymouth.ma.us at least five (5) days prior to the bid due date.

At the discretion of the Town, questions will be answered by written addenda. Bidders may not rely upon oral responses to questions, and may rely solely upon written addenda, if any.

OWNER/CONTRACTOR AGREEMENT

This Agreement made this the (day) Day of (month), 2016, by and between the Town of Plymouth, a municipal corporation having an office at 11 Lincoln Street, Plymouth, Plymouth County, Massachusetts, acting by and through its Town Manager, thereunto duly authorized, hereinafter referred to as TOWN, and (Vendor), a (state) corporation, with an office at (address), hereinafter referred to as CONTRACTOR.

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein agree as follows:

1. The CONTRACTOR shall provide all materials, labor and equipment for **food inspector services** in accordance with the specifications and upon the terms of Bid **21607** and the prices as submitted by the CONTRACTOR.
2. Nothing in this Agreement shall preclude the TOWN from purchasing said services from other vendors should the CONTRACTOR fail to provide the Town with the specified services herein.
3. The Terms of this Agreement shall expire on June 30, 2017. At the sole option of the Town, and subject to appropriation of funds, this agreement may be extended for the period July 1, 2017, through June 30, 2018, and July 1, 2018, through June 30, 2019.
4. Incorporated by reference and specifically made a part of this Agreement are the terms and conditions contained in Invitation for Bid **21607**, Specifications, Bid Form, and said bid of the CONTRACTOR.
5. This Agreement merges and supersedes all prior understandings, agreements, discussions and correspondence and sets forth the entire understanding of the parties. This Agreement is to be construed as a Massachusetts contract, and is to take effect as a sealed instrument. It shall be binding upon the respective heirs, devisees, executors, administrators, successors and assigns of the parties, and may be canceled, modified or amended only by a written instrument executed by both the CONTRACTOR and the TOWN. The CONTRACTOR may not assign this Agreement or any rights hereunder without the prior written consent of the TOWN and any such attempted assignment shall be void ab initio.
6. In no case shall the CONTRACTOR act, hold itself out as or permit anyone to consider it the employee of the TOWN. No agency shall be created between the CONTRACTOR and the TOWN as a result of the CONTRACTOR's performance of services hereunder and the relationship between the parties at all time shall be based on the CONTRACTOR being an independent contractor.

7. The CONTRACTOR acknowledges and agrees that it is responsible as an independent contractor for all operations under this Agreement and for all the acts of its agents and employees, and agrees that it will indemnify and hold harmless the TOWN, its officers, boards, committees and employees from any and all loss, damage, cost, charge, expense and claim which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the CONTRACTOR or any of its agents or employees and will pay promptly on demand all reasonable costs and expenses of the investigation and defense thereof including attorney's fees and expenses. This indemnification is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under the Worker's Compensation Act, Disability Benefits Act or other employee benefit act.

IN WITNESS WHEREOF, the parties hereto have duly affixed their hands and seals on the day and year first above written.

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ATTACHMENT 1

TECHNICAL SPECIFICATIONS

SCOPE OF WORK

The Town of Plymouth is primarily a residential community with a population of approximately 56,000. The five-member Board of Health has one full-time health director, one full-time health inspector, one full-time administrative asst., and one part-time administrative asst. The Board is responsible for licensing and inspecting food establishments, consisting of the following operations:

Food Service	308
Retail	144
Residential Kitchen	41
Mobile	9
Temporary	8
Caterer	41
Bed and Breakfast	9

Plymouth is the largest municipality in Massachusetts by area with a size of 134 square miles. Plymouth consists of several neighborhoods and most food establishments are located in either Plymouth Center, North Plymouth, West Plymouth, Manomet, Pinehills, or Cedarville.

The Town will supply gloves, temperature gun, and inspection forms. The Successful Bidder shall conduct onsite inspections of food establishments for compliance with state, federal, and local rules and regulations in accordance with tasks as defined below:

1. There shall be two (2) major inspections per establishment, per year, and follow-up inspections as needed. Inspections shall be documented on Town-supplied inspection forms (see Attachment 2);
2. During the inspection, the Successful Bidder shall apply working knowledge of food borne disease prevention, HACCP principles, and of 105 CMR 590.000 and the 1999 Federal Food Code;
3. The Successful Bidder shall investigate HACCP food-borne illnesses;
4. The Successful Bidder must be able to respond to food-borne illness complaint investigations when necessary.

ATTACHMENT 2

BOARD OF HEALTH SAMPLE INSPECTION FORMS

TOWN OR CITY OF _____

Massachusetts Department of Public Health

Division of Food and Drugs

FOOD ESTABLISHMENT INSPECTION REPORT

Name	Date	Type of Operation(s) <input type="checkbox"/> Food Service <input type="checkbox"/> Retail <input type="checkbox"/> Residential Kitchen <input type="checkbox"/> Mobile <input type="checkbox"/> Temporary <input type="checkbox"/> Caterer <input type="checkbox"/> Bed & Breakfast	Type of Inspection <input type="checkbox"/> Routine <input type="checkbox"/> Re-inspection Previous Inspection Date: <input type="checkbox"/> Pre-operation <input type="checkbox"/> Suspect Illness <input type="checkbox"/> General Complaint <input type="checkbox"/> HACCP <input type="checkbox"/> Other _____
Address	Risk Level		
Telephone			
Owner	HACCP Y/N		
Person in Charge (PIC)	Time In: Out:	Permit No.	
Inspector			

Each violation checked requires an explanation on the narrative page(s) and a citation of specific provision(s) violated.

Violations Related to Foodborne Illness Interventions and Risk Factors (Red Items)
 Violations marked may pose an imminent health hazard and require immediate corrective action as determined by the Board of Health.

Non-compliance with:
 Anti-Choking 590.009(E) Tobacco 590.009 (F)

FOOD PROTECTION MANAGEMENT

1. PIC Assigned / Knowledgeable / Duties

EMPLOYEE HEALTH

2. Reporting of Diseases by Food Employee and PIC
 3. Personnel with Infections Restricted/Excluded

FOOD FROM APPROVED SOURCE

4. Food and Water from Approved Source
 5. Receiving/Condition
 6. Tags/Records/Accuracy of Ingredient Statements
 7. Conformance with Approved Procedures/HACCP Plans

PROTECTION FROM CONTAMINATION

8. Separation/Segregation/Protection
 9. Food Contact Surfaces Cleaning and Sanitizing
 10. Proper Adequate Handwashing
 11. Good Hygienic Practices

12. Prevention of Contamination from Hands

13. Handwash Facilities

PROTECTION FROM CHEMICALS

14. Approved Food or Color Additives
 15. Toxic Chemicals

TIME/TEMPERATURE CONTROLS (Potentially Hazardous Foods)

16. Cooking Temperatures
 17. Reheating
 18. Cooling
 19. Hot and Cold Holding
 20. Time As a Public Health Control

REQUIREMENTS FOR HIGHLY SUSCEPTIBLE POPULATIONS (HSP)

21. Food and Food Preparation for HSP

CONSUMER ADVISORY

22. Posting of Consumer Advisories

Violations Related to Good Retail Practices (Blue Items) Critical (C) violations marked must be corrected immediately or within 10 days as determined by the Board of Health. Non-critical (N) violations must be corrected immediately or within 90 days as determined by the Board of Health.

C	N	
		23. Management and Personnel (FC-2)(590.003)
		24. Food and Food Protection (FC-3)(590.004)
		25. Equipment and Utensils (FC-4)(590.005)
		26. Water, Plumbing and Waste (FC-5)(590.006)
		27. Physical Facility (FC-6)(590.007)
		28. Poisonous or Toxic Materials (FC-7)(590.008)
		29. Special Requirements (590.009)
		30. Other

Number of Violated Provisions Related To Foodborne Illnesses Interventions and Risk Factors (Red Items 1-22):

Official Order for Correction: Based on an inspection today, the items checked indicate violations of 105 CMR 590.000/Federal Food Code. This report, when signed below by a Board of Health member or its agent constitutes an order of the Board of Health. Failure to correct violations cited in this report may result in suspension or revocation of the food establishment permit and cessation of food establishment operations. If aggrieved by this order, you have a right to a hearing. Your request must be in writing and submitted to the Board of Health at the above address within 10 days of receipt of this order.

DATE OF RE-INSPECTION:

Inspector's Signature:	Print:	
PIC's Signature:	Print:	Page ___ of ___ Pages

Violations Related to Foodborne Illness Interventions and Risk Factors (Red Items 1-22)

FOOD PROTECTION MANAGEMENT

1	590.003(A)	Assignment of Responsibility*
	590.003(B)	Demonstration of Knowledge*
	2-103.11	Person in charge - duties

EMPLOYEE HEALTH

2	590.003(C)	Responsibility of the person in charge to require reporting by food employees and applicants*
	590.003(F)	Responsibility Of A Food Employee Or An Applicant To Report To The Person In Charge*
	590.003(G)	Reporting by Person in Charge*
3	590.003(D)	Exclusions and Restrictions*
	590.003(E)	Removal of Exclusions and Restrictions

FOOD FROM APPROVED SOURCE

4		Food and Water From Regulated Sources	
	590.004(A-B)	Compliance with Food Law*	
	3-201.12	Food in a Hermetically Sealed Container*	
	3-201.13	Fluid Milk and Milk Products*	
	3-202.13	Shell Eggs*	
	3-202.14	Eggs and Milk Products, Pasteurized*	
	3-202.16	Ice Made From Potable Drinking Water*	
	5-101.11	Drinking Water from an Approved System*	
	590.006(A)	Bottled Drinking Water*	
	590.006(B)	Water Meets Standards in 310 CMR 22.0*	
			Shellfish and Fish from an Approved Source
	3-201.14	Fish and Recreationally Caught Molluscan Shellfish*	
	3-201.15	Molluscan Shellfish from NSSP Listed Sources*	
			Game and Wild Mushrooms Approved by Regulatory Authority
	3-202.18	Shellstock Identification Present*	
	590.004(C)	Wild Mushrooms*	
	3-201.17	Game Animals*	
5		Receiving/Condition	
	3-202.11	PHFs Received at Proper Temperatures*	
	3-202.15	Package Integrity*	
	3-101.11	Food Safe and Unadulterated*	
6		Tags/Records: Shellstock	
	3-202.18	Shellstock Identification*	
	3-203.12	Shellstock Identification Maintained*	
			Tags/Records: Fish Products
	3-402.11	Parasite Destruction*	
	3-402.12	Records, Creation and Retention*	
590.004(J)	Labeling of Ingredients*		
7		Conformance with Approved Procedures /HACCP Plans	
	3-502.11	Specialized Processing Methods*	
	3-502.12	Reduced oxygen packaging, criteria*	
	8-103.12	Conformance with Approved Procedures*	

PROTECTION FROM CONTAMINATION

8		Cross-contamination
	3-302.11(A)(1)	Raw Animal Foods Separated from Cooked and RTE Foods*
		Contamination from Raw Ingredients
	3-302.11(A)(2)	Raw Animal Foods Separated from Each Other*
		Contamination from the Environment
	3-302.11(A)	Food Protection*
	3-302.15	Washing Fruits and Vegetables*
	3-304.11	Food Contact with Equipment and Utensils*
		Contamination from the Consumer
	3-306.14(A)(B)	Returned Food and Reservice of Food*
		Disposition of Adulterated or Contaminated Food
3-701.11	Discarding or Reconditioning Unsafe Food*	
9		Food Contact Surfaces
	4-501.111	Manual Warewashing - Hot Water Sanitization Temperatures*
	4-501.112	Mechanical Warewashing - Hot Water Sanitization Temperatures*
	4-501.114	Chemical Sanitization - temp., pH, concentration and hardness*
	4-601.11(A)	Equipment Food Contact Surfaces and Utensils Clean*
	4-602.11	Cleaning Frequency of Equipment Food-Contact Surfaces and Utensils*
4-702.11	Frequency of Sanitation of Utensils and Food Contact Surfaces of Equipment*	
4-703.11	Methods of Sanitization - Hot Water and Chemical*	
10		Proper, Adequate Handwashing
	2-301.11	Clean Condition - Hands and Arms*
	2-301.12	Cleaning Procedure*
	2-301.14	When to Wash*
11		Good Hygienic Practices
	2-401.11	Eating, Drinking or Using Tobacco*
	2-401.12	Discharges from the Eyes, Nose and Mouth*
3-301.12	Preventing Contamination When Tasting*	
12		Prevention of Contamination from Hands
	590.004(E)	Preventing Contamination from Employees*
13		Handwash Facilities
		Conveniently Located and Accessible
	5-203.11	Numbers and Capacities*
	5-204.11	Location and Placement*
	5-205.11	Accessibility, Operation and Maintainance
		Supplied with Soap and Hand Drying Devices
	6-301.11	Handwashing Cleanser, Availability
6-301.12	Hand Drying Provision	

* Denotes critical item in the Federal 1999 Food Code or 105 CMR 590.000.

Violations Related to Foodborne Illness Interventions and Risk Factors (Red Items 1-22) (Cont.)

PROTECTION FROM CHEMICALS

14		Food or Color Additives
	3-202.12	Additives*
	3-302.14	Protection from Unapproved Additives*
15		Poisonous or Toxic Substances
	7-101.11	Identifying Information – Original Containers*
	7-102.11	Common Name – Working Containers*
	7-201.11	Separation – Storage*
	7-202.11	Restriction – Presence and Use*
	7-202.12	Conditions of Use*
	7-203.11	Toxic Containers – Prohibitions*
	7-204.11	Sanitizers, Criteria – Chemicals*
	7-204.12	Chemicals for Washing Produce, Criteria*
	7-204.14	Drying Agents, Criteria*
	7-205.11	Incidental Food Contact, Lubricants*
	7-206.11	Restricted Use Pesticides, Criteria*
	7-206.12	Rodent Bait Stations*
7-206.13	Tracking Powders, Pest Control and Monitoring*	

TIME/TEMPERATURE CONTROLS

16		Proper Cooking Temperatures for PHFs
	3-401.11A(1)(2)	Eggs- 155°F 15 Sec. Eggs- Immediate Service 145°F 15sec*
	3-401.11(A)(2)	Comminuted Fish, Meats & Game Animals - 155°F 15 sec. *
	3-401.11(B)(1)(2)	Pork and Beef Roast - 130°F 121 min*
	3-401.11(A)(2)	Ratites, Injected Meats – 155°F 15 sec. *
	3-401.11(A)(3)	Poultry, Wild Game, Stuffed PHFs, Stuffing Containing Fish, Meat, Poultry or Ratites-165°F 15 sec. *
	3-401.11(C)(3)	Whole-muscle, Intact Beef Steaks 145°F *
	3-401.12	Raw Animal Foods Cooked in a Microwave 165°F *
	3-401.11(A)(1)(b)	All Other PHFs – 145°F 15 sec. *
	17	
3-403.11(A)&(D)		PHFs 165°F 15 sec. *
3-403.11(B)		Microwave- 165° F 2 Minute Standing Time*
3-403.11(C)		Commercially Processed RTE Food - 140°F*
3-403.11(E)		Remaining Unsliced Portions of Beef Roasts*
18		Proper Cooling of PHFs
	3-501.14(A)	Cooling Cooked PHFs from 140°F to 70°F Within 2 Hours and From 70°F to 41°F/45°F Within 4 Hours. *
	3-501.14(B)	Cooling PHFs Made From Ambient Temperature Ingredients to 41°F/45°F Within 4 Hours*

* Denotes critical item in the federal 1999 Food Code or 105 CMR 590.000.

	3-501.14(C)	PHFs Received at Temperatures According to Law Cooled to 41°F/45°F Within 4 Hours. *
19	3-501.15	Cooling Methods for PHFs
		PHF Hot and Cold Holding
	3-501.16(B) 590.004(F)	Cold PHFs Maintained at or below 41°/45° F*
	3-501.16(A)	Hot PHFs Maintained at or above 140°F. *
	3-501.16(A)	Roasts Held at or above 130°F. *
20		Time as a Public Health Control
	3-501.19 590.004(H)	Time as a Public Health Control* Variance Requirement

REQUIREMENTS FOR HIGHLY SUSCEPTIBLE POPULATIONS (HSP)

21	3-801.11(A)	Unpasteurized Pre-packaged Juices and Beverages with Warning Labels*
	3-801.11(B)	Use of Pasteurized Eggs*
	3-801.11(D)	Raw or Partially Cooked Animal Food and Raw Seed Sprouts Not Served. *
	3-801.11(C)	Unopened Food Package Not Re-served. *

CONSUMER ADVISORY

22	3-603.11	Consumer Advisory Posted for Consumption of Animal Foods That are Raw, Undercooked or Not Otherwise Processed to Eliminate Pathogens. * Effective 1/1/2001
	3-302.13	Pasteurized Eggs Substitute for Raw Shell Eggs*

SPECIAL REQUIREMENTS

590.009(A)-(D)	Violations of Section 590.009(A)-(D) in catering, mobile food, temporary and residential kitchen operations should be debited under the appropriate sections above if related to foodborne illness interventions and risk factors. Other 590.009 violations relating to good retail practices should be debited under #29 – Special Requirements.
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VIOLATIONS RELATED TO GOOD RETAIL PRACTICES (Blue Items 23-30)

Critical and non-critical violations, which do not relate to the foodborne illness interventions and risk factors listed above, can be found in the following sections of the Food Code and 105 CMR 590.000.

Item	Good Retail Practices	FC	590.000
23.	Management and Personnel	FC – 2	.003
24.	Food and Food Protection	FC – 3	.004
25.	Equipment and Utensils	FC – 4	.005
26.	Water, Plumbing and Waste	FC – 5	.006
27.	Physical Facility	FC – 6	.007
28.	Poisonous or Toxic Materials	FC – 7	.008
29.	Special Requirements		.009
30.	Other		

NAME OF BIDDER: :

Bids must be submitted on this form and the following table. Bids submitted on any other form will not be considered valid. Please return this form and the attached forms to:

Town of Plymouth
ATTN: Procurement Div.
Town Office Building
11 Lincoln Street
Plymouth, MA 02360

Bids must be received by 11:00 a.m., Friday, June 3, 2016. Postmarks will not be considered. All bids will be publicly opened and read at the above address, date and time. Prices are to include any delivery charges unless otherwise specified. All offers are subject to Specifications 21607. This contract may be extended for up to thirty (30) calendar days at the request of the Town of Plymouth.

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within thirty (30) business days from date of receipt of offers specified above, to perform the herein described work for the prices offered opposite each item and that said prices will be good for the period of one year.

The undersigned bidder hereby certifies:

Bidder has carefully read and examined all the documents herein referred to and knows and understands the terms and provisions therein.

No person in the employ of the Town of Plymouth has any pecuniary interest in this proposal or in the contract for the work, which is proposed.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and

regulations applicable to awards made subject to G.L. c.149,
§44A.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES UNDER THE PAINS AND PENALTIES
OF PERJURY THE FOLLOWING:

This bid in all respects is bonafide, fair, and made without
collusion or fraud with any other person. As used in this
paragraph, the word PERSON shall mean any natural person, joint
venture, partnership, corporation, or other business or legal
entity.

The Contracting Party has complied with all laws of the
Commonwealth relating to taxes, reporting of employees and
contractors, and withholding and remitting child support in
accordance with MGL Chapter 62C, Section 49A.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA # _____ *

*To be filled in by bidder if addenda are issued.

PLEASE NOTE ANY EXCEPTIONS ON SEPARATE CONTRACTOR LETTERHEAD.

BIDDER _____

AUTHORIZED SIGNATURE

COUNTY _____

Printed Name and Title

STATE OF INCORPORATION _____

PHONE _____

Date Offered

FAX _____

E-MAIL _____

TAX I.D. NUMBER _____

The Contract will be awarded to the responsible and responsive bidder offering the lowest aggregate price for the first year.

In the event of a discrepancy between the unit price and the extended total price of the item, the unit price will govern.

Year 1 - July 1, 2016, through June 30, 2017

<u>Task</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Food establishment – restaurant with multi-food service areas (bar, buffet, sushi)	80	\$ _____	\$ _____
Food establishment – re-inspection, complaints, or follow-up inspection on all establishments	18	\$ _____	\$ _____
HACCP Plan Review	2	\$ _____	\$ _____
		TOTAL YEAR 1	\$ _____

Year 2 - July 1, 2017, through June 30, 2018

<u>Task</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Food establishment – restaurant with multi-food service areas (bar, buffet, sushi)	80	\$_____	\$_____
Food establishment – re-inspection, complaints, or follow-up inspection on all establishments	18	\$_____	\$_____
HACCP Plan Review	2	\$_____	\$_____
		TOTAL YEAR 2	\$_____

Year 3 - July 1, 2018, through June 30, 2019

<u>Task</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Food establishment – restaurant with multi-food service areas (bar, buffet, sushi)	80	\$_____	\$_____
Food establishment – re-inspection, complaints, or follow-up inspection on all establishments	18	\$_____	\$_____
HACCP Plan Review	2	\$_____	\$_____
		TOTAL YEAR 3	\$_____

TOWN OF PLYMOUTH
REFERENCES OF BIDDER

By signing this page, the bidder certifies that he/she meets the minimum qualifications specified in GENERAL INFORMATION.

Please attach the requested reference information specified in GENERAL INFORMATION.

Signed:

Name of Person Authorized to Sign for the Bidder

Title

Date

DELEGATION OF AUTHORITY

At a meeting of the Board of Directors of the _____
(Name of Corporation)
_____ duly called and held on _____
(Date)

at which a quorum was present, and acting throughout, the following vote

was duly adopted: VOTED: That _____
(Name of Individual)

the _____ of the Corporation, hereby is authorized
(Title)

to affix the Corporate Seal, sign and deliver in the name and on behalf of the Corporation, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with the sale of the Corporation's products to any purchaser, including assignments and satisfactions of any such documents.

Any and all applications, affidavits, statements, certificates, and similar documents required by law in connection with the licensing of the Corporation or its representatives for the sale, distribution, and servicing of its commercial products.

The authority is hereby delegated and shall be exercised by the aforesaid person in connection with the duties as

_____ of _____
(Title) (Name of Corporation)
and not otherwise.

ATTEST: _____ DATE: _____

NOTE: This form must be completed if the contractor is a corporation.