

Karen Anderson

From: noreply@civicplus.com
Sent: Tuesday, March 26, 2019 8:57 AM
To: Karen Anderson
Subject: Online Form Submittal: MSBG Grocery Bid

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MSBG Grocery Bid

Company Name	Thurston Foods
Contact Name	Karen McDonald
Phone Number	203-415-7097
Email Address	karen.anderson@thurstonfoods.com

The following form was submitted via your website: MSBG Grocery Bid

Company Name: Thurston Foods

Contact Name: Karen McDonald

Phone Number: 203-415-7097

Email Address: karen.anderson@thurstonfoods.com

Additional Information:

Form Submitted on: 3/26/2019 8:56 AM

Form Address: <https://andoverma.gov/Bids/PlanHolders/131?documentId=-1>

Town of Andover, Massachusetts
Purchasing Department
IFB# 020/02-19/650

COVER SHEET

The Town of Andover reserves the right to reject any or all Bids, to omit any item or items called for, or to accept the bids(s) deemed in the best interest of the Town. One Original and One (1) copy of the bids must be submitted **on or before May 22, 2019 at 10:00 AM**

Terri Peznola, Purchasing Agent
Purchasing Department
Town Office Building
36 Bartlet Street
Andover, Massachusetts 01810

The envelope containing the Bid and required information must be sealed and marked with Proposer's name, title of proposal, IFB number, and date of opening. The Proposer must sign all required signature pages in order for the proposal to be considered.

The Proposer acknowledges receipt of the following **ADDENDA #** 1, 2 & 3

BUSINESS/INDIVIDUAL NAME Thurston Foods, INC

ADDRESS 30 Thurston Drive

CITY, STATE, ZIP CODE Wallingford, CT 06492

TELEPHONE 203-265-1525

EMAIL Karen.Anderson@ThurstonFoods.com

INDIVIDUAL/AUTHORIZED SIGNATURE John D. Thurston

AUTHORIZED OFFICER NAME (print) John D. Thurston

DATE 4-24-19

By signing above, the authorized officer is certifying that a complete examination of all bid/rfp documents has been made and that the goods/services will be delivered within the time specified and at the prices stated.

All bidders must sign and submit with their bid the attached Certificate of Good Faith and Tax Attestation Form. Failure to do so will result in the bid being unresponsive and rejected.

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

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

The Town of Andover reserves the right to reject any or all bids/proposals and waive any informalities deemed to be in the best interests of the Town.

CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of Thurston Foods, Inc
held on JAN 3, 2019 at which all the
Directors were present or waived notice, it was voted that John Thurston,
President/Clerk 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 John Thurston, shall be binding upon this company.

A TRUE COPY ATTEST:

John D. Schuster
Clerk,

Date of this Contract

I hereby certify that I am the Clerk of Thurston Foods, Inc, that
John Thurston is duly elected President/Clerk of said
company, and the above vote has not been amended or rescinded and remains in full force and
effect as of the date of this contract.

John D. Schuster
Clerk Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS 15 DAY OF
MAY, 2019

[Signature]
Notary Public Comm 8201105 7/31/22

If a corporation, complete above or attach to each signed copy of the bid/written
request/quotation, a notarized copy of vote of corporation authorizing the signatory to sign this

bid/written request/quotation form. If attesting clerk is the same person as the individual executing this contract, have signature notarized above.

SIGNATURES

(IF AN INDIVIDUAL)

Date _____, 20 _____

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

Business Name D/B/A _____

Business Address _____

(IF A CO-PARTNERSHIP)

Date _____, 20 _____

Firm Name _____ (SEAL)

By _____ (SEAL)

Business Address _____

Names and Addresses _____

of all _____

Members of Firm _____

(IF A CORPORATION)

Date 4-24, 2019

Corporate Name Thurston Foods, Inc

By John D. Hunter - president

President or Authorized Agent*

Business Address 30 Thurston Dr.

Wallingford, CT 06492

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

REFERENCES FORM

Bidders Name: Thurston Foods, Inc

Bidders Address: 30 Thurston Drive
Wallingford, CT 06492

Bidder must provide references for similar type projects performed within the past three years. Attach additional pages if necessary.

Reference: Chicopee Public Schools Contact: Melanie Wilk
Address: 180 Broadway Phone: 413-594-1680
Chicopee MA Fax: _____

Description and date of Project: Provided dry, refrigerated and frozen
groceries, paper goods, chemicals and fresh produce for 20 years

Reference: New Bedford Schools Contact: Nancy Cavallo
Address: 155 County St Phone: 508-995-4511 x3300
New Bedford, MA Fax: _____

Description and date of Project: Provided dry, refrigerated and frozen
groceries, paper goods and fresh produce for the past 20 years

Reference: Lawrence Public Schools Contact: Carol Norman
Address: 71 North Parish Rd Phone: 978-722-8433
Lawrence MA Fax: _____

Description and date of Project: Supplied dry, refrigerated and
frozen groceries, paper goods, chemicals and fresh produce for the
past 20 years

Reference: Green Public Schools Contact: Jet Jeynes
Address: 80 Wilson St Phone: 978-740-6231

Fax: _____

Description and date of Project: Provided dry refrigerated and frozen grocery items, paper goods and chemicals for the past 20 years.

CERTIFICATION OF GOOD FAITH & NON-COLLUSION

The undersigned certifies under pains and penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

John D. Thurston

Signature of authorized individual submitting bid/proposal

John D Thurston

Printed Name

Thurston Foods, Inc

Name of Business (if applicable)

060765487

Social Security or Federal Tax Identification Number

SAMPLE

Town of ANDOVER

Contract

(GOODS / SERVICES)

DATE: _____

This Contract is entered into on, or as of, this date by and between the Town of Andover (the "Town"), and

[Telephone Number] 203-265-1525 [FAX Number] 203-284-0712 [E-Mail]

1. This is a Contract for the procurement of the following:

2. The Contract price to be paid to the Contractor by the Town of Andover is:

3. Payment will be made as follows:

4. Definitions

4.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town of Andover. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by

- 34.2.4.5 The Town shall be named as an additional insured on the above referenced liability policies, and the Contractor's insurance shall be the primary coverage. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor.
- 34.2.4.6 Contractual liability must recognize the indemnities contained in this Agreement.
- 34.2.4.7 Coverages are to be maintained for a period of ___ years after final payment.
- 34.2.4.8 The Contractor shall maintain all required insurance in full force and effect as required by this Contract or the Contractor shall be in material breach hereof.
- 34.2.4.9 The General Liability and Automobile Liability policies shall include a Waiver of Subrogation in favor of the Town

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands the day and year first above written.

THE TOWN

THE CONTRACTOR

 Division/Department Head Date
 Contract Manager

Thurston Foods, Inc
 Company Name

 Town Manager Date

John D. Thurston 4-24-19
 Signature Date

 Authority Agent Date
 Name & Title

Print

APPROVED AS TO FORM:

Federal Identification
 No.: 060765487

Karen Anderson

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**THURSTON FOODS INC.
30 THURSTON DRIVE
WALLINGFORD, CT 06492**

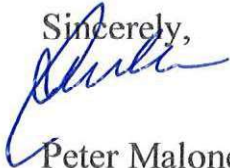
March 11, 2019

To Whom It May Concern:

Please be aware that Thurston Foods has reviewed, updated and reassessed its existing HACCP plan for seafood items to ensure full compliance with all appropriate Federal Regulations. All reviews and implementations have come under the direction of Robert Thurston and Lawrence Jakiela, Thurston Foods HACCP Coordinators.

The program has been found to be adequate to ensure safe and wholesome storage and delivery of product.

Sincerely,



Peter Malone

CEO

Thurston Foods, Inc.



Thurston Foods (TFI) HACCP Plan (TEMPERATURE)

For over sixty years, Thurston Foods Inc., a member of superior rating in A.I.B, has been a family orientated food service distributor. We strive for service excellence while maintaining the strictest food safety discipline. Developed with the Department of Transportation and FDA Regulations is our HAACP Plan regarding receiving products and the delivery of product to our customers.

1. All inbound product is thermometer and laser tested for temperature before being put away in the appropriate frozen, refrigerated or dry locations within our refrigerated warehouse. No product remains on the cooler dock for more than fifteen minutes. Dock is kept at a constant 35 degrees.
2. Product is rotated daily to ensure our customers receive their products with the highest quality freshness window.
3. Product is selected nightly and loaded directly onto a pre-cooled truck. Every truck is refrigerated and bulk headed into a two compartment box. Each section is regulated to appropriate temperatures-- for frozen -5 to zero while cooler section will be @ 34-40 degrees.
4. All products will be maintained at these temperatures upon arrival at each customer's location. All customers interested in checking temperatures are requested to *check temperatures upon truck's arrival while product is still on the truck*. As soon as the doors to the truck open for the delivery of products, the temperatures automatically begin to rise. All products must be put into coolers and freezers immediately. Refrigerator units on trucks are shut off

once door has been opened. This is an industry standard for maintaining temperature during delivery.

5. Any product found to be higher than normal when checked by a laser thermometer, which is used primarily for a quick temperature check, must then be rechecked with a probe thermometer. Proper testing of the product itself instead of the outside of the box by a probe thermometer (placing thermometer between products inside case) is required before product is refused due to improper temperature.
6. Drivers are trained to do everything possible to get cooler items unloaded ASAP, followed by frozen and dry. Drivers are required to keep a log of the temperature of the trucks at every stop.



RETURN GOODS POLICY

In an ongoing effort to remain compliant with all USDA, FDA, FSMA and HACCP rules, regulations, requirements, recommendations and dictates, Thurston Foods has updated its policies regarding the Return of Product(s) and the issuance of credit. With that in mind, and in order to ensure customer satisfaction, it is more important than ever that the driver **and** customer participate in the check-in process at the time of delivery. Verification that all products have been received in good order, and quantities received are in agreement with the invoice, is vital, as any discrepancies **must** be noted prior to signing the invoice.

The following parameters apply when returning product(s):

- *Request for pick-up must be made within 48 hours of delivery.*
- *Per regulation, only non-perishable items are eligible for return for credit.*
- *Returned item(s) must be sufficiently within any date codes, unopened and in their original carton/container and original condition.*
- *Returned item(s) must be easily available for driver.*
- *Thurston Foods is not responsible for errors on orders transmitted electronically by customer.*
- *Any questions or concerns on this policy should be directed to your Account Executive.*
- ***RETURNING PRODUCT DOES NOT GUARANTEE CREDIT WILL BE ISSUED. THURSTON FOODS WILL EVALUATE AND PROVIDE FINAL DISPOSITION OF ALL CREDIT REQUESTS.***

With regard to the receipt, storage and delivery of food and food related products, it is Thurston Foods' responsibility and obligation to do everything in accordance with all Federal, State and Local regulations, laws and codes. Protecting our customers, as well as the safety of the food supply chain, is of the utmost importance.



_____ Unannounced _____

955/1000

Thurston Foods, Inc. - Distribution Center

Wallingford, Connecticut

was inspected by a qualified AIB International Inspector on

August 20, 2018

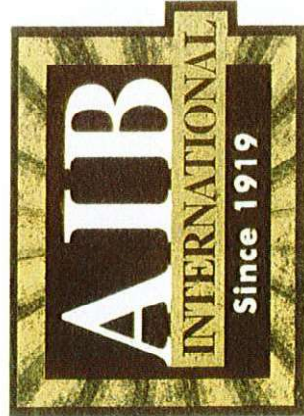
under the requirements of the AIB International Consolidated Standards for Food Distribution Centers.

John A. Travers

Chairman of the Board

Andee Biane

President and CEO



Stephanie R. Lopez

Vice President, Food Safety Services Americas

Johnson

Vice President, Food Safety Services EAA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 530 Preston Avenue Meriden, CT 06450 855 874-0123	CONTACT NAME: Karen Noel Ext. 15724
	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 888-813-0463 E-MAIL ADDRESS: usictcertificates@usi.biz
INSURED Thurston Foods, Inc. 30 Thurston Drive P.O. Box 744 Wallingford, CT 06492	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Zurich American Insurance Compa 16535
	INSURER B : Great American Insurance Compan 16691
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPO23547600	08/01/2017	08/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		CPO23547600	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input checked="" type="checkbox"/> RETENTION \$10,000		TUU215633200	08/01/2017	08/01/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC023547700	08/01/2017	08/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Transit		CPO23547600	08/01/2017	08/01/2018	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to Andover Public Schools, only when there is a written contract or written agreement between the named insured and the certificate holder. The General Liability and Automobile Liability policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract.

CERTIFICATE HOLDER Andover Public Schools 36R Barlet Street Andover, MA 01810	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 