



Guide to Purchasing

City of Worcester Administration and Finance Purchasing Division

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<http://www.worcesterma.gov/finance/purchasing-bids>
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INTRODUCTION

This manual has been developed to serve as a guide to acquaint present and potential suppliers with the policies and procedures of the City of Worcester Purchasing Division to assist them in conducting business with the City.

At the outset, it is vital that the basic goals of the City of Worcester Purchasing Division be stated:

- A) To procure materials, supplies, equipment, and services (through open and fair competition) at the lowest possible cost consistent with the quality necessary for the proper operation of the various departments, thereby attaining the maximum value for each public dollar spent.
- B) To maintain the City's reputation for fairness and integrity and to promote impartial and equal treatment to all who wish to conduct business with the City.
- C) To encourage a mutually cooperative relationship with requesting departments in order to facilitate and maintain fair, consistent and expansive procurement.
- D) To promote and encourage the use of small, Worcester-based companies in addition to Minority, Women and Veteran-owned businesses whenever and wherever feasible while maintaining quality and contractual integrity.

If there are questions pertaining to policies and procedures, please address your correspondence to:

Purchasing Agent
City of Worcester
City Hall Room 201
Worcester, MA 01608

PURCHASING DIVISION ORGANIZATION

Purchasing Agent / Chief Procurement Officer (CPO)

The Purchasing Agent / CPO is responsible for executing the statutes, regulations and policies relative to the acquisition of goods and services, for directing and supervising the operations of the Purchasing Division and for establishing policies concerning the procedures involved in the procurement of goods and services. Responsibilities for maintaining the overall operation of the division are delegated at the discretion of the Purchasing Agent as he/she sees fit.

Buyers

The buyers in the Purchasing Division are responsible for the purchasing of pre-assigned commodities and services. Inquiries pertaining to specific products or services should be addressed to the buyer responsible for the commodity or service in question. Prospective vendors are encouraged to inquire at the Purchasing Division for guidance.

HOW TO RECEIVE NOTICE OF BID OPENINGS

Vendors interested in bidding on City goods and services, as well as construction contracts, should register their company for our email notification system. Via registering, email notifications will be received when bids are posted in the category selected. The Purchasing Division also posts all notices of quotes and bids on the open bids page of its site (<http://www.worcesterma.gov/finance/purchasing-bids/bids/open-bids>).

Notices of Invitations for sealed bids for commodities and services purchased by the City of Worcester are published weekly in the Legal Advertisement Section of the WORCESTER TELEGRAM and are publicly posted on the bulletin board of the Purchasing Division and on the City's website (see above).

Copies of Invitations for Bids are available to all vendors and can be obtained by visiting the Purchasing Division at City Hall Room 201 or by downloading from the open bids page. Please provide Purchasing Division personnel with the business name, business address, bid number, bid open date and subject when requesting Invitation for Bid. Bidders that have bid on past goods and services will generally be mailed a copy of the new bid if and when it comes back around for bidding after close of current agreement.

It is the vendor's responsibility to ensure that there is sufficient time for the Invitation to Bid to be mailed from and returned to the Purchasing Division. The Purchasing Division cannot be held responsible for mail delays.

VENDOR RELATIONSHIPS

There are a number of ethical considerations that must be strictly upheld between public employees and the City's contractors and vendors. Integrity and impartiality are two of the most outstanding qualities that must be maintained in the conduct of employees. Conflicts of interest and favoritism must be strictly avoided. City employees are forbidden to solicit or accept any gifts or favor from anyone seeking to conduct business with the City. Any approach of such nature should be refused and reported immediately to the Purchasing Agent. In addition, no official or employee of the City of Worcester may be pecuniarily interested in any proposal or contract with which the City engages.

COLLUSION

Under Massachusetts General Laws C. 40, 4B 1 | 2, the following certification must be provided.

“The undersigned certifies under 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 any of these sections, the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.”

No award will be made without vendor certification of the above.

BIDS

Bid responses must be received by the date and time specified in the bid document. All submittals to Purchasing will be date/time stamped and stored according to opening date. Bids must not be opened by anyone prior to the official opening time. However, the Division may open a bid if it is unclear from the outside of the envelope as to which product or service the bidder is responding to in order to determine proper location.

Bids will be opened in the bid opening room at the date and time specified in the Invitation for Bid. Openings are public and any person or company may attend regardless of whether they have submitted a bid. Following the opening, the names of bidding vendors and their respective submissions are public information and may be reviewed by any interested party in the presence of the responsible Purchasing personnel.

All information required by the bid document must be supplied by the bidder. The Purchasing Agent will accept bids with minor defects or inconsequential variations in the bid requirements which do not affect the quality, quantity, use or delivery schedule for the goods or services being procured as determined by generally accepted practices. See section below on Minor Defects on Bids.

Failure to provide the required information may result in rejection of bid.

Prices and information required by the bid documents, except the signature of the bidder, should be typewritten or printed in ink for legibility. Illegible or vague bids may be rejected.

If required by the bid documents, the bidder must insert the price per unit specified and the price extensions for each item in the bid. In the event of a discrepancy between the unit price, and extension, the unit price, unless obviously erroneous, shall govern. Prices must be extended in decimals, not fractions.

Prompt pay discounts will be considered when determining the low bid except when discounts are for a period of less than 30 days. In this event discounts will not be taken into consideration when determining low bid.

Time, in connection with discount offered, will be computed from the date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

SAMPLES

When samples are requested, bidders must submit samples with bid in order to have the bid considered, unless otherwise specified. Failure to submit such sample(s) may be sufficient cause for rejecting a bid or canceling a contract.

Samples must be submitted and returned free of charge and be accompanied by the bidder's name and address, any descriptive literature relating to the commodity, and a statement indicating how and where the sample is to be returned to the bidder.

DELIVERY

All purchase orders issued specify pricing to be F.O.B. destination, City of Worcester, Massachusetts. This obligates the vendor to ship with no additional charge to the City. In addition, the goods legally remain the property of the vendor until delivered and accepted, therefore any loss or damage to the goods during shipment is incurred by the vendor.

AWARD

It is the policy of the Purchasing Division to issue awards to the lowest responsive and responsible bidder, quoting in accordance with specifications. In determining such, consideration shall be given to the following criteria:

- A) The ability, capacity and skill of the bidder to provide the goods or services required as stipulated in the specifications of the Invitation for Bid.
- B) The capacity of the bidder to provide the services promptly or within required time periods without delay or interference.
- C) The quality of performance of previous contracts or services.
- D) The financial resources and ability of the bidder to perform the contract or provide the service.

Vendors may not perform services or deliver goods without receiving a purchase order from the City of Worcester. In addition, work performed under a contract change order will not be paid unless the change order is approved in writing by the Purchasing Agent. Vendors should request a copy of purchase order from requesting department.

MINOR DEFECTS

A minor defect on a bid submittal is one where the result is merely of form and not of substance. A bid that is unsigned or the omission of execution of the certificate of tax status may be two examples of such minor error. The critical determinant of minor defects must be that the error or variation is not prejudicial or preferential to other bidders and that it may be waived or corrected without effect upon substantive elements of the bid such as, but not limited to, price, quality, payment terms or delivery schedule. Resolution of minor defects on bids will be determined by the Purchasing Agent.

IDENTICAL LOW BIDS

In the event of identical and responsible low bids, preference will be given to Worcester vendors, with small, minority or women-owned businesses receiving first consideration. The next qualifying determinant will be Massachusetts vendors over out-of-state vendors. If there is a tie for the low bid between non-Massachusetts vendors, preference may be given to vendors offering goods or supplies made in the United States. A last resort method of determining an award will be by random drawing of all tie bidders who are low.

INSPECTION AND ACCEPTANCE

No article received by the City shall be considered as accepted until the City has had a reasonable opportunity to perform an inspection. Unless otherwise agreed, inspection will be at the point of delivery. Any article which is discovered to be defective or fails to conform to specifications may be rejected upon initial inspection or any later time if the defects contained in the materials or the non-compliance with the specifications were not reasonably ascertainable upon initial inspection. Any material or good rejected may be returned at vendor's expense. Upon notice of rejection, the vendor shall immediately replace the defective items with others which are conforming to specifications. Failure to do so on a timely basis may, at the discretion of the Purchasing Agent, be grounds for termination of the contract.

PAYMENT TO VENDORS

The receiving department or agency will evaluate the goods for vendor compliance with all terms and conditions of the agreement. Payment will not be made unless the responsible department attests that satisfactory performance was rendered.

All invoices or goods and services rendered must be forwarded by the vendor to the responsible department or agency. It is the obligation of the department or agency to thoroughly examine each invoice for accuracy. Any pricing errors, deviations in quantities billed versus quantities accepted, unauthorized shipping or billing terms or other general discrepancies will be reported to the vendor. Arrangements must be made promptly by the vendor to remedy any invoicing problems.

REMOVAL FROM BIDDERS LIST

Vendors are held strictly to the bid and award procedures that apply to City purchases. Vendors who violate these procedures or the terms and conditions of their contract may be suspended or debarred from conducting business with the City and be subject to further sanctions authorized by law.

Conditions which warrant vendor suspension and sanctions include but are not limited to:

- 1) Failure to make delivery in the time specified in the contract or order.
- 2) Unauthorized substitution of goods, even though of the same quality.
- 3) Defective products or products damaged other than in shipment.
- 4) Failure to provide a performance bond if required.
- 5) Performance Failures
- 6) Invoicing errors
- 7) Delivery of commodities or equipment which do not comply with specifications of the vendor's contract.
- 8) Failure to submit usage reports when required pertaining to blanket and/or term contracts on a timely basis.

DEBARMENT

Debarment refers to the exclusion of a vendor from conducting business with the City of Worcester. Debarment can only be imposed by the Purchasing Agent for failure to fulfill a contractual or award obligation. Prior to debarment, the Purchasing Agent will attempt to contact the vendor to inform them that debarment is being considered and to allow the vendor the opportunity to defend the reasons given. If a vendor is debarred, the Purchasing Agent shall notify the vendor in writing stating the reasons for debarment, the period of debarment and the earliest date that the vendor may be reinstated.

PROTESTS

Any bidder intending to protest an award is instructed to do so by submitting specified contentions in writing, detailing the reasons for protest. All submittals are to be directed to the Purchasing Agent's office. The Purchasing Division will determine the basis for protest and respond appropriately in writing.