

**PURCHASING DIVISION  
CITY OF WORCESTER  
MASSACHUSETTS 01608-1895  
ROOM 404 - CITY HALL  
PHONE (508) 799-1220**

**SEALED BID INVITATION  
(Supplies, Material, Equipment, Services)**

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

<b>SEALED BID NO. CR-5280-J0</b>
<b>DATE: July 28, 2010</b>
<b>CITY OF WORCESTER John C. Orrell, C.P.M., CPPO Purchasing Agent</b>
<b>BUYER: John C. Orrell</b>

**NOTICE TO BIDDERS  
TERMS AND CONDITIONS**

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 5 below.

**COMPLETE ORIGINAL COPY (including ALL pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:**

**DATE: August 13, 2010 TIME: 10:00 A.M. LOCAL TIME**

**PLACE: Purchasing Division, Room 404, City Hall, Worcester, Massachusetts**

**MARK SEALED ENVELOPE "Sealed Bid No. CR-5280-J0, Animal Shelter Services / WPD"**

The name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

**GENERAL**

1. This Bid Invitation covers: Furnish and deliver all supplies, materials, and equipment and perform all labor, services, and supervision necessary and proper to provide animal shelter services as per the requirements and specifications of the City of Worcester Police Department for a period of three (3) years from September 1, 2010 through August 31, 2013.
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$     N/A     must accompany this bid.
3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above. **NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED**
4. A performance bond in the amount of \$     N/A     of the total dollar award is required.
5. A payment bond in the amount of \$     N/A     of the total dollar award is required.
6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: 36-43
7. **Other: Bid results will be available as soon as possible following bid due date. Please go to [www.ci.worcester.ma.us/pur](http://www.ci.worcester.ma.us/pur) to obtain this information.**

8. The following meanings are attached to the defined words when used in this bid form.
  - (a) The word "City" means The City of Worcester, Massachusetts.
  - (b) The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or any part thereof.
  - (c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
  - (d) The words "Firm Price" shall mean a guarantee against price increases during the life of the contract.
9. Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (or e-mailed at: orrellj@ci.worcester.ma.us). No changes will be considered or any interpretation issued unless the request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.
10. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors, etc., during this contract.
11. The Contract Agreement will be in the form customarily employed by the City of Worcester and is on file in the Purchasing Division at City Hall.
12. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. **Conditional bids will not be accepted.**
13. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L. C. 43 Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
14. As the City of Worcester is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
15. All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. **Time reserved for award is ninety days.**
16. In case of error in the extension prices quoted herein, the unit price will govern.
17. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the City.
18. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
19. Awards will be made to the bidder quoting the lowest net price in accordance with the specifications.
20. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and the Department of Public Safety of the Commonwealth of Massachusetts.
21. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
22. The contractor will not be permitted to either assign or underlet the contract, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City of Worcester.
23. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a legal Holiday) from the date of the mailing of a notice from the City to him/her, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the bidder has abandoned the contract and thereupon the proposal and

acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.

24. When quoting, the bidder shall submit a signed copy of this bid form, and if bid accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form 30B (Sealed Bid Goods & Services) when submitting a bid. Bidder must sign and return complete form 30B (Sealed Bid Goods & Services).
25. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants or agent, the amount of such damages shall be determined by the Purchasing Agent of the City of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.
26. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and/or Acts of God.

### **INSURANCE AND WORKER'S COMPENSATION**

27. **PUBLIC LIABILITY INSURANCE:** Contractor to supply the City of Worcester with certificates of insurance covering public liability in an amount not less than \$1,000,000.00 to any one person, and not less than \$2,000,000.00 on account of one accident.
28. **PROPERTY DAMAGE INSURANCE:** Contractor to supply the City of Worcester with certificates of insurance covering property damage in an amount not less than \$1,000,000.00 for damages on account of any one accident, and not less than \$2,000,000.00 for damages on account of all accidents.
29. **COMPENSATION INSURANCE:** The contractor shall furnish the City of Worcester with certificates showing that all of his/her employees who shall be connected with this work are protected under worker's compensation insurance policies.
30. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone of his employ during the execution of the contract.
31. Prior to starting on this contract, the Contractor shall deposit with the Contracting Officer certificates from the insurer to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.
32. Except as may otherwise be stated herein, the Contractor shall also carry bodily injury and property damage insurance in an amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engaged in this contract.

### **DISCOUNT**

33. Cash discounts will be considered when determining the low bid except when cash discounts are for a period of less than 30 days. In this event cash discounts will not be taken into consideration when determining low bid.
34. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contract is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

### **GUARANTEE**

35. The bidder to who a contract is awarded guarantees to the City of Worcester all equipment, materials and or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

## **DELIVERIES AND COMPLETION**

36. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.
37. The contractor shall familiarize himself with the location and facilities for storage.
38. The City through its Purchasing Division reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

## **SAMPLING AND ANALYSIS**

39. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.
40. Samples of the product to be delivered may be taken by a representative of the City, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the City representative.
41. The representative of the City taking the samples shall be given the opportunity, while sampling, to affix his or her signature to the delivery slip each item represented in his/her sample.
42. Any product after the sampling and analysis, not found meeting the requirements of the contract shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.
43. If any product is found that does not meet the analysis submitted by the bidder in his/her proposal, the Purchasing Agent may, at his or her option, exercise his/her right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.
44. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
45. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation, that no officer or agent of the City is directly or indirectly interested in this bid; and he/she proposes and agrees that if this proposal is accepted he/she will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.
46. No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or requires for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" or a "sex offense involving a child" or a "sexually violent offense" or would meet the definition of "sexually violent predator" as those terms are defined in Section 178C of the General Laws and who must register with the sex offender registry board.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address	Zip Code
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If a Proprietorship

Name of Owner \_\_\_\_\_

Business Address \_\_\_\_\_

Zip Code \_\_\_\_\_ Telephone No. \_\_\_\_\_

Home Address \_\_\_\_\_

Zip Code \_\_\_\_\_ Telephone No. \_\_\_\_\_

(2) If a Partnership

Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Business Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Tel. No. \_\_\_\_\_

(3) If a Corporation

Full Legal Name \_\_\_\_\_

State of Incorporation \_\_\_\_\_ Qualified in Massachusetts ? Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Street P.O. Box

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City/Town State Zip

Telephone No. \_\_\_\_\_

  

Place of Business in Massachusetts \_\_\_\_\_

Street P.O. Box

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City/Town State Zip

Telephone No. \_\_\_\_\_

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company \_\_\_\_\_

State of Incorporation \_\_\_\_\_ Admitted in Massachusetts ? Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Street P.O. Box

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City/Town State Zip

Place of Business in Massachusetts \_\_\_\_\_

Street P.O. Box

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City/Town State Zip

Telephone No. \_\_\_\_\_

NOTE  
The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

F.I.D. Number of bidder \_\_\_\_\_

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER \_\_\_\_\_ TITLE \_\_\_\_\_  
PLEASE SIGN

DATE \_\_\_\_\_ BID SECURITY \$ \_\_\_\_\_

The name(s) of customer service representative(s) to be responsible for servicing this account in the event of contract award are:

NAME (PLEASE PRINT) \_\_\_\_\_ TEL. NO. \_\_\_\_\_

NAME (PLEASE PRINT) \_\_\_\_\_ TEL. NO. \_\_\_\_\_

**PLEASE INDICATE YOUR FAX NUMBER** FAX # \_\_\_\_\_

**PLEASE INDICATE YOUR E-MAIL ADDRESS** E-MAIL: \_\_\_\_\_

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

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

(Please Print) \_\_\_\_\_  
Name of Person Signing Bid

\_\_\_\_\_  
Signature of Person Signing Bid

\_\_\_\_\_  
Company

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



## SPECIFICATIONS

- **This contract will cover providing all details involving the day to day operations of a City Pound and Animal Shelter Services for the City of Worcester for a period of three (3) years. This contract is contingent upon funding being available at the start of each budget period.**
- **All functions of the City Dog Pound and Animal Shelter will be in accordance with Chapter 140 of the M.G.L. and any pertinent Federal, State, County or City Laws or regulations pertaining to such facilities and services.**
- **The facility shall be located within Ten (10) miles of the boundaries of the City of Worcester in an area that is conducive to the services of this nature, determination of which will be at the discretion of the Deputy Commissioner of Public Health and Code.**
- **Animal Control, City Officials and the general public must have proper and safe access to and from the facility.**
- **Animal Control Officers and City Officials must have access twenty four (24) hours per day, seven day a week.**
- **Facilities must be open to the general public during normal business hours.**
- **Facilities must have sufficient cage space to accommodate all animals captured for the required time as mandated by State Law.**
- **The facility will be responsible for board, care, adoption procedures, euthanasia, and proper disposal of animal carcasses in compliance with all State Laws and in the case of euthanasia, the Massachusetts Society for the Prevention of Cruelty to Animals (M.S.P.C.A.) guidelines. The facility must be operated in a humane manner.**
- **The confinement areas and quarters for animals must be kept clean and sanitary.**
- **The facility must supply all pound cards, tags, etc.**
- **The facility shall be liable for injuries to the general public or employees caused by impounded animals.**
- **No animals may be sold, donated or in any manner, be made available for scientific research.**
- **The availability of animal for adoption, shall be advertised on a regular basis. Bidder should list plans for advertising in their proposal .**
- **The facility shall not release any dog until such dog is licensed and proof provided.**
- **The facility shall not release any cat until proof of a current rabies vaccination is presented.**
- **The facility shall tag and number each dog confined and maintain a record of each dog as prescribed by M.G.L. Chapter 140 § 150A.**
- **Animal is to be defined as any type of creature captured by the Worcester Animal Control Unit. It shall mean live animals only. Reimbursement for board, care, euthanasia and disposal shall be only for animals captured by the Worcester Animal Control Unit or City Officials authorized by the Worcester Animal Control Unit and not for animals captured by the facility.**
- **For each unclaimed dog captured and impounded by the Worcester Animal Control Unit, that the facility sells, donates, or provides to an adopter, the sum of Five (5) Dollars will be credited against the monthly bill for services.**
- **Billing for services will be on a monthly basis, with bill being submitted prior to the 15<sup>th</sup> of the following month.**