

PURCHASING DIVISION  
CITY OF WORCESTER  
MASSACHUSETTS 01608-1895  
ROOM 201 - CITY HALL  
PHONE (508) 799-1220

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

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

SEALED BID NO. CR-6650-W6
DATE: October 11, 2016
CITY OF WORCESTER Christopher J. Gagliastro, MCPPO Purchasing Agent
BUYER: Christopher J. Gagliastro, MCPPO

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: NOVEMBER 2, 2016 TIME: 10:00 A.M. LOCAL TIME

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK SEALED ENVELOPE **"Sealed Bid No. CR-6650-W6, Trash Bags (Curbside Collection) / DPW & Parks"**

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, deliver and distribute trash bags for the City of Worcester's Curbside Collection Program as per the requirements and specifications of the City of Worcester Department of Public Works & Parks for a period of one (1) year from November 29, 2016 through November 28, 2017. This contract may be renewed for a second and third year at the sole discretion of the City, the option of which will be determined at the end of the current contract year.
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 \$ 100% of the total dollar award (year one) is required at time of contract execution. Should the City of Worcester decide to renew this contract, performance bond for second and third contract years must be received by the City of Worcester prior to issuance of the respective contract amendment.
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: all apply
7. **Other: Questions pertaining to this bid must be directed to Christopher J. Gagliastro via e-mail at [gagliastroc@worcesterma.gov](mailto:gagliastroc@worcesterma.gov)**

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: [gagliastroc@worcesterma.gov](mailto:gagliastroc@worcesterma.gov)). 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. **COMMERCIAL GENERAL LIABILITY INSURANCE:** Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$ 1,000,000.00 per occurrence / \$ 2,000,000.00 aggregate.
28. **AUTOMOBILE LIABILITY INSURANCE:** Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limit, of \$ 1,000,000.00 (all owned, hired, and non-owned autos).
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 Massachusetts' statutory 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.

47. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged from providing services or work pursuant to this contract. Without limiting the generality of the foregoing, intimidation, threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.
48. The Contractor's performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. The Contractor shall further obtain from its employees authorization that appropriate City personnel may obtain all available criminal offender information ("CORI") from the Criminal History Systems Board. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted of assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
49. The procurement officer shall award the contract to the lowest responsible and responsive bidder. The term "responsible bidder" means "a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance." Consistent with its duty to maintain public order and promote public safety, the City has determined that this contract is of a type and nature so as to be particularly sensitive due, at least in part, to the contractor's inherent access and dealings with the members of the general public. Therefore, the City has concluded that additional scrutiny is justified as it determines whether a particular bidder is responsible, having the integrity and reliability to properly perform the requested services. This may entail consideration of the contractor's system of oversight, training and supervision of its employees, including but not limited to its requirement of a high standard of customer service and courtesy in its dealings with the public. The bidder's care and diligence in hiring and assigning its employees will also be considered. In making its determination, the City reserves the right to examine any and all information at its disposal, including but not limited to prior City contracts, the experiences and information obtained from current and former customers (whether identified by the bidder as references or not), as well as other sources available to the City, including but not limited to court documents, newspapers, financial reports (such as DUNS), and certain police data and reports.
50. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal or otherwise shocking or offensive to the general public. The determination whether any particular behavior is illegal, criminal or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days' notice as otherwise provided herein.

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 \_\_\_\_\_

City/Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

Street \_\_\_\_\_ P.O. Box \_\_\_\_\_

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 \_\_\_\_\_

City/Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Street \_\_\_\_\_ P.O. Box \_\_\_\_\_

City/Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

*Should the City of Worcester decide to renew this contract, performance bond for second and third contract year, on City approved forms, must be received by the City of Worcester prior to issuance of the respective contract amendment. It is the vendor's responsibility to submit the required bond documentation in a form satisfactory to the City.*

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:

Customer Service

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

Contract Administration

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

PLEASE INDICATE E-MAIL ADDRESSES E-MAIL: \_\_\_\_\_

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.**

Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality next to each item. WE MUST KNOW WHAT HAS BEEN OFFERED.

The quantities shown herein are estimated only and the Contractor will be required to furnish all quantities ordered by the City during the period of the contract.

YES  NO

Delivery to be made to: Various Locations within the City of Worcester and as required

This Bid includes addenda numbered \_\_\_\_\_

**NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING!**

**BIDDER TO COMPLETE ITEMS BELOW**

Item No.	Estimated Quantity	Description			Unit Price	Total Amount
		<p><b>Furnish, deliver and distribute:</b></p> <p><b>Trash Bags as per attached specifications of the City of Worcester Department of Public Works &amp; Parks</b></p> <p><b>Contract to be awarded in the aggregate and based on the lowest total cost for the FIRST contract year.</b></p> <p><b>Bid results will be posted on our website at <a href="http://www.worcesterma.gov">www.worcesterma.gov</a></b></p> <hr style="border-top: 1px dashed black;"/> <p align="center"><b>BIDDER MUST SPECIFY BAG MANUFACTURER BELOW:</b></p> <p align="center">_____</p> <p align="center"><b>manufacturer</b></p>				See Pricing / Specification Pages

TERMS, CASH DISCOUNT \_\_\_\_\_% 30 DAYS, NET 45 DAYS.

DELIVERY AND/OR COMPLETION TO BE MADE WITHIN as required DAYS FROM DATE OF NOTIFICATION BY THE CITY.

NAME OF BIDDER \_\_\_\_\_

**Department of Public Works & Parks**

**City of Worcester, Massachusetts**

**Request for Bids**

**Supply and Distribution of Trash Bags**

**Bid #: CR-6650-W6**

**October - 2016**

The City of Worcester (City) is requesting bids from qualified vendors for the supply and distribution of trash bags. The bags, which are of a unique color and printing, are used in conjunction with a citywide pay-as-you-throw, trash collection program. The bags will be distributed directly to retail outlets in and around the City of Worcester.

## **Background**

In November 1993, the City of Worcester began a volume based trash bag fee program (Pay-As-You-Throw) for residents who receive city trash collection services. The program requires that residents, representing approximately 52,000 household units, purchase special trash bags that are sold by approximately 227 retail outlets in and around the City (Attachment 1). The bags are available in a 15-gallon and a 30-gallon size.

## **Section I. Special Conditions**

- A. The Contract will be for a period of one (1) year with the City's option to extend the contract for two additional one year periods. Pricing shall be firm for each contract year. Refer to pricing page.
- B. The Contractor must have a minimum of five years' experience with a municipal volume based residential bag fee (pay-as-you-throw) program and experience in supplying and distributing a minimum of 3.0 million trash bags per year for a municipal volume based residential bag fee program. The Contractor will be required to furnish municipal and other references as it relates to the sale of trash bags for Pay As You Throw Programs, noting a contact name, title, address, and telephone number, prior to the bid award. This contract represents an important part of the City's program. Therefore it is incumbent upon the City to ensure that the vendor has the proven capacity and integrity to administer a contract of this size and scope. The City reserves the right to investigate any and all information regarding a vendor's experience to determine responsibility.
- C. If the Contractor is not the manufacturer (supplier) of the trash bags the Contractor must identify the manufacturer (name and address) and submit samples from named manufacturer that conform to all specifications in this bid document except for color and printing. In the event that the Contractor wishes to change manufacturers during the life of the contract the Contractor must submit 90 days written notice along with new samples. The City reserves the sole right to accept or reject the change. If the Contractor is not the distributor of the trash bags the Contractor must identify the distributor (name and address).
- D. All bid prices will include delivery of bags directly to the retail outlets handling the same as designated by the City of Worcester. Attachment #1 is a list of retail outlets that currently sell the City trash bags. *The City may add or delete retail outlets during the contract period.*
- E. To ensure that trash bags are available and to ensure a continued supply to the retail outlets, the Contractor must begin making delivery to retailers three (3) weeks from the date of the Contract award.
- F. The Contractor is required to have available a distribution system sufficient to meet the needs of the retailers and provide for delivery on a maximum of forty-eight (48) hour notice. The Contractor is responsible for making arrangements with the retailers for delivery.

Delivery to retailers will be made in full case lots only, but there will be no minimum order of number of cases per retailer.

- G. The Contractor will purchase and maintain on hand at all times an adequate stock of trash bags to meet the requirements of the residents and retail outlets. **The minimum requirement will be a two (2) month supply of bags.**

Attachment #2 is a history of the number of bags purchased by retailers since the program inception. The average two-month supply of large bags is 250,000 and the average two-month supply of small bags is 300,000.

- H. The Contractor will store the two month supply of bags within the City of Worcester or within a 20 mile radius of the City from the inception of the contract, at a location determined by the Contractor and communicated to the City.
- I. The Contractor will bear all risk of loss or damage caused by fire, theft and other causes including strikes or labor disputes until the bags are delivered to the retailer.
- J. For each and every day the Contractor is unable to supply sufficient number of bags to meet the City's demand, the City may deduct twelve thousand-nine hundred and fifty dollars (\$12,950.00) per day out of the money due the Contractor. This is not to be considered a penalty but damages for lost revenue caused by the unavailability of bags.
- K. The Contractor will accept the return of all defective or damaged bags from the retailers and provide a credit or substitute bags in a timely manner.
- L. The Contractor will supply a local telephone number or a toll free telephone number where retail outlets can call to place orders for cases of bags. The Contractor will then deliver the cases of bags and have the retail outlet sign for the receipt of the bag cases. These slips shall be submitted to the Department of Public Works & Parks as proof of delivery.
- M. Every ten (10) days the Contractor shall submit to the City an accounting of bag deliveries and unfilled orders for the period. The Contractor will also be required to make interim delivery and inventory reports.
- N. Payment will be made to the Contractor within thirty days (30) days after proof to the City of delivery of specified quantities to the retail outlets.
- O. The Contractor will not sell, give or distribute City of Worcester trash bags to any person or outlet other than those designated in writing by the City.
- P. The City, acting through its designated employees and agents shall have the right to inspect the inventory and records relating to this Contract at reasonable times as the City may deem necessary.
- Q. The City may request that a brochure, flyer, coupons, promotional item, etc. (supplied by the City) be inserted in the bag pouch at no additional cost to the City for insertion or for shipping to the location where the bags are packaged. The Contractor must have the ability to insert these materials into the bag pouch.

- R. The relationship between the Contractor and the City during the term of this Agreement shall be that of a vendor and vendee. The Contractor is not the agent or legal representative of the City for any purpose whatsoever and is not granted by the term or execution of this agreement or otherwise any express or implied right to authority to assume or create and obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.
- S. The City is exempt from any sales tax.

## **Section II.**

## **Bag Specifications**

The City requires that the Contractor's product meet the following specifications both in manufacturing and printing.

Samples of the large 30-gallon bag and the small 15-gallon bag are available upon request.

Please email request to [gagliastroc@worcesterma.gov](mailto:gagliastroc@worcesterma.gov)

- A. City of Worcester trash bags shall be flat with a bottom seal or side welds. The 30-gallon bag will have a gauge thickness of 1.5 mil.(**full**) and the 15-gallon bag will have a thickness of 1.0 mil.(**full**), regardless of how it is manufactured or the material that is used to manufacture the bag.
- B. All trash bags shall be new and unused. Bags shall present a neat, well finished appearance inside and outside and shall be free of all imperfections and/or defects. Bags shall be uniformly made and seams shall be constructed in a manner that produces uniform strength.
- C. The 30-gallon trash bag shall be in a continuous roll of five (5) with perforations between each bag to allow for easy separation or five (5) loose bags per roll. The bags shall be placed in an outer pouch. A minimum of five (5) one-quarter inch (0.25) by six inch (6) plastic-covered wire ties shall be included in each pouch. Ties must bond together in groups of five (5) (refer to sample).

The 15-gallon trash bag shall be in a continuous roll of ten (10) with perforations between each bag to allow for easy separation or ten (10) loose bags per roll. The bags shall be placed in an outer pouch. A minimum of ten (10) one-quarter inch (0.25) by six inch (6) plastic-covered wire ties shall be included in each pouch. Ties must bond together in groups of five (5) (refer to sample).

- D. The outer pouch shall be approximately fourteen inches (14) by four and on-half inches (4.5). The outer pouch should be between 1.0 and 1.5 mils polyethylene or other type of non-slip polyethylene and shall be heat-sealed or taped to effect a pilfer-proof closure. The outer pouch shall be registered print (refer to sample).

The outer pouch of the 30-gallon bag shall be yellow with maroon printing (refer to sample).  
The outer pouch of the 15-gallon bag shall be maroon with white printing (refer to sample).

- E. A UPC bar code must be printed on each outer pouch. The UPC bar code will be owned and provided by the City to be printed on the pouches. The print must be done with weather proof, smudge proof, and waterproof ink.

F. The trash bags shall be packaged in a suitable strength corrugated shipping carton so as to allow the bags to lie flat in the carton. The carton shall provide a minimum gap at the top. A carton of approximately five inches in height is preferred and the carton should be as close to four inches as possible. The length and width of the cartons shall not exceed the length and width of the bags by more than one inch. **A corrugated pad shall be placed on top of the bags before sealing the carton.** The pad is to protect the contents from damage when the carton is opened with a knife. The cartons shall be labeled as shown in Attachment #3.

Each carton of 30-gallon bags shall contain 125 bags. Each carton of 15-gallon bags shall contain 250 bags. The City will accept manufacturer's standardized packaging carton, but the carton shall contain the number of bags as specified above.

G. The bags must meet the following:

15-gallon bag (no gusset) - 24 " in width X 33" in height  
- volume 15 gallons  
- weight capacity - 25 lbs.

30-gallon bag (no gusset) - 30" in width X 36 " in height  
- volume 30 gallons  
- weight capacity - 50 lbs.

H. The estimated annual quantity of bags to be furnished by the Contractor is 3,100,000. The City may increase or decrease this quantity without additional cost to the contract price.

I. The trash bags shall be tinted so as to be translucent with a 50:1 ratio of natural polyethylene mixed with color concentrate for proper translucency, as desired by the City of Worcester.

The color shall be **bright canary yellow** and be colorfast. The City shall have final approval of the color (refer to sample).

J. Each bag shall be printed or coded on one side. Printing shall be horizontal to the ground when the bag is filled and standing on its own. The bags shall be registered printed to provide one complete impression per bag (refer to sample). The City has the option of changing what is printed on the bag twice per year at no additional cost.

The color of the ink will be royal blue. All printing will be done with weather proof, smudge proof and waterproof ink.

K. All artwork, zinc etchings and printing plates shall be provided by the Contractor and become the property of the City. The City will approve all printing layouts.

L. Each case of bags delivered shall have identifying information on it showing the lot number, net weight of the bags, tare weight, and the gross weight of the case. The following formula will be applied as a check to the quantity of bags per case:

Pounds per thousand bags =  $\frac{W \times L \times \text{Mileage}}{15}$

15

M. The three (3) lowest responsive, responsible bidders will be required to submit twenty-five (25) samples of trash bags for testing within five (5) calendar days of notification. The samples shall be identical in all aspects to what the Bidder intends to furnish except in color and imprintation.

N. The bags shall meet the following ASTM test values:

**15 Gallon Bag**

<u>TEST</u>		<u>ASTM METHOD</u>	<u>REQUIREMENTS</u>	
			<u>AVG. VALUE</u>	<u>MIN. VALUE</u>
Gauge		50 Point measure	-----	1.0
Tensile @ break, LBS./in width	TD	D-882	2.60	2.31
	MD	D-882	3.2	2.91
Elongation @ break, %	TD	D-882	500	350
	MD	D-882	400	250
Seal of strength, % of body		D-882	-----	70%
Slip		D-1894	Med.	-----
Elmendorf, tear, LBS.	TD	D-1922	0.70	0.65
	MD	D-1922	0.50	0.45
Dart impact		D-1709	80	-----

**30 Gallon Bag**

<u>TEST</u>		<u>ASTM METHOD</u>	<u>REQUIREMENTS</u>	
			<u>AVG. VALUE</u>	<u>MIN. VALUE</u>
Gauge		50 Point measure	-----	1.5
Tensile @ break, LBS./in width	TD	D-882	2.60	2.31
	MD	D-882	3.2	2.91
Elongation @ break, %	TD	D-882	500	350
	MD	D-882	400	250
Seal of strength, % of body		D-882	-----	70%
Slip		D-1894	Med.	-----
Elmendorf, tear, LBS.	TD	D-1922	0.70	0.65
	MD	D-1922	0.50	0.45
Dart impact		D-1709	80	-----



**Section III.**

**Cost Sheet – CR-6650-W6**

Bidders must bid on a per bag basis. The low bidder will be the bidder that meets the criteria under Section I, Section II and the lowest cost per bag under Section III (Year 1).

The lowest cost per bag will be determined by Year 1 costs and the following:  
(1,500,000 x 30 Gallon Cost per Bag) + (1,600,000 x 15 Gallon Cost per Bag)

<u>Contract Year</u>	<u>Estimated Annual Quantities</u>		<u>Cost per Bag</u>	<u>Total</u>
Year 1	1,500,000	30 Gallon	x \$_____ /per bag =	\$_____
				+
	1,600,000	15 Gallon	\$_____ /per bag =	\$_____
				= \$_____ *

\* award to be based on this price

Year 2 (Option)	1,500,000	30 Gallon	\$_____ /per bag
	1,600,000	15 Gallon	\$_____ /per bag
Year 3 (Option)	1,500,000	30 Gallon	\$_____ /per bag
	1,600,000	15 Gallon	\$_____ /per bag