PURCHASING DIVISION CITY OF WORCESTER MASSACHUSETTS 01608-1895 ROOM 201 - CITY HALL, 455 MAIN ST. PHONE (508) 799-1220

BID INVITATION (Supplies, Material, Equipment, Services)

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

BID NO. 8350-W5

DATE: December 31, 2024

CITY OF WORCESTER Christopher J. Gagliastro, MCPPO Purchasing Agent

**BUYER:** Christopher Gagliastro

# 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. 6 below.

	MPLETE ORIGINAL COPY (including ALL required pages) OF THIS BID MUST BE SUBMITTED IN A ALED ENVELOPE:
DA	TE: JANUARY 16, 2025 TIME: 4:00 P.M.
PLA	ACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts
MA	RK ENVELOPE "Bid No. 8350-W5, Consultant – Public Health Emergency Response / DPH"
	name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not consible for bids not properly marked.
GE	NERAL
	This Bid Invitation covers: provide professional consulting services for public health emergency response framework in accordance with the attached requirements and specifications of the City of Worcester Department of Public Health.
	A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$must accompany this bid.
3.	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.
	All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: _36 - 43
	Questions pertaining to this bid must be directed to: Christopher J. Gagliastro in writing via e-mail at: <a href="mailto:gagliastroc@worcesterma.gov">gagliastroc@worcesterma.gov</a>
	Email copies of this bid are acceptable. Please email bids to 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 <a href="mailed at gagliastroc@worcesterma.gov">gagliastroc@worcesterma.gov</a>). No changes will be considered or any interpretation issued unless 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 or her negligence or that of his or her 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 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 or underlet the contractor, 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.

- 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, 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 is accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form when submitting a bid. Bidder must sign and return complete forms.
- 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 Acts of God.

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

- 27. <u>COMMERCIAL GENERAL LIABILITY INSURANCE</u> 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. <u>AUTOMOBILE LIABILITY INSURANCE</u> Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limits, of \$ 1,000,000.00 (all owned, hired and non-owned autos).
- 29. <u>COMPENSATION INSURANCE</u> Contractor shall furnish the City of Worcester with certificates showing that all of his or 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 any one 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 paragraph have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.
- 32. Except as may be otherwise stated herein, the Contractor shall also carry bodily injury and property damage insurance in amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engage in this contract.

## **DISCOUNT**

- 33. 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.
- 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 contractor 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 signature to the delivery slip each item represented in his 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 proposal, the Purchasing Agent may at his option exercise his 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 proposes and agrees that if this proposal is accepted he 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 request 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 Chapter 6, 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 or 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: If a Proprietorship Name of Owner Business Address

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

Telephone No.

Home Address

(1)

Zip Code \_\_\_\_\_

Zip Code \_\_\_\_\_

(2)	If a Partnership Full names and addresses of all	partners		
	Name	Address		Zip Code
	Business Address		Zip Code	
	Tel. No			

(3)	If a Corporation				
	Full Legal Name				
	State of Incorporation	Qualified in Ma	assachusetts?	Yes	No
	Principal Place of Business	Street		P.O. Box	
				P.O. Box	
		City/Town	State	Zip	
	Teleph	none No.	<u> </u>		
	Place of Business in Massachusetts				
	Trace of Business in Massachuseus	Street		P.O. Box	
		City/Town	State	Zip	
		Telephone No.			
CIVE	THE FOLLOWING INFORMATION	DECADDING SUDETY O	SOMDANIV		
GIVE	THE FOLLOWING INFORMATION	<u>REGARDING SURELY C</u>	OMPANY		
	Full Legal Name of Surety Compan	у			
	State of Incorporation	_ Admitted in Massachuse	etts? 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			

# **NOTE**

EDERAL TAX RETURN, U.S."
TITLE
sponsible for servicing this account in the
TEL. NO.
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0, THE FOLLOWING CERTIFICATION
ment or disposal of supplies, or services ae bid or proposal, as follows:
s been made and submitted in good faith and word "person" shall mean any natural person entity, or group of individuals."

# **PROPOSAL PAGE**

Bidders m	ust state and identify	the product offered,	such as manufacturer'	s name, trade name,	brand name and qu	uality 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 XX NO	
Delivery to be made to: Worcester & Central Mass. locations as required	
Γhis Bid includes addenda numbered	

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

# BIDDER TO COMPLETE ITEMS BELOW

Item No.	Estimated Contract	Description		Unit Price	Total Amount
1	Quantity 525 hours	health emergency response framework per the		\$* Per hour	\$ Total Price
		attached requirements and specifications of the Department of Public Health.			
		Questions pertaining to this bid must be directed to: Christopher J. Gagliastro in writing via e-mail at: <a href="mailto:gagliastroc@worcesterma.gov">gagliastroc@worcesterma.gov</a>			
		* This is an all-inclusive price. No other fees are allowed.			

TERMS, PROMPT PAY DISCOUNT % 30 DAYS, NET 45 DAYS.
DELIVERY AND/OR COMPLETION TO BE MADE WITHIN ( as required ) DAYS FROM TIME OF NOTIFICATION BY THE CITY.
NAME OF BIDDER

# SCOPE OF SERVICES / DELIVERABLES – CONSULTANT PUBLIC HEALTH EMERGENCY RESPONSE FRAMEWORK / DPH ~ BID #: 8350-W5

The Worcester Division of Public Health (WDPH) is looking to secure a contractor to provide assistance in developing an all-hazards public health emergency response framework for the Region 2 Health and Medical Coordinating Coalition (HMCC) and the seventy-four local public health departments within the Region. This project will assist the Region 2 Public Health Emergency Preparedness (PHEP) Coalition (local public health) to develop an all-hazards emergency response framework template for health departments/Boards of Health. The project is aimed at guiding a public health response to incidents/events within their community by identifying and documenting response operations, and the roles and responsibilities required by Boards of Health and local public health department staff.

Funded by: MDPH PHEP grant through WDPH as Sponsoring Organization, dependent on funding availability.

Terms: Contract ends June 30, 2025

**Scope of Services:** 

# Phase 1 – Document Review and Template Draft Development:

- Review existing publicly available all hazards public health emergency operation plans and annexes and draft an all-hazards public health emergency response framework template.
- The template will be in alignment with state and federal emergency preparedness and response laws and regulations.
- The template's format should be an MS Word document that can easily be edited by a community to become a CEMP annex, a part of their community EOP, or a stand-alone plan.

#### Phase 2 – Workshop:

- Schedule and facilitate at least 3 virtual round table workshops (identical) to present all hazards public health response framework template and facilitate discussions to elicit:
  - o Feedback regarding the framework template
  - Suggested additions/deletions to the framework template
  - The contractor will contact all Region 2 health departments who do not respond to the workshop invitation within 14 days. The contractor will perform their due diligence to ensure all health departments are aware of the workshop sessions by sending at least 2 emails and making 1 phone call to the point of contact and making 1 call to an alternate contact of the health department. The WDPH HMCC Staff will provide the contact information.

The workshop agenda, list of attendees, and detailed notes from each workshop will be required as an output. It is estimated that there will be 20-30 local public health departments in each workshop. Each health department may additionally invite staff from their other town/city departments to attend the workshop.

#### Phase 3 – Framework Template Presentation:

- Finalize a comprehensive all hazards public health response framework template based on information gathered during the first two phases, including bibliography of sources used to develop framework.
- Present the comprehensive all hazards public health response framework template, through a PowerPoint
  presentation to attendees at the May 1, 2025, PHEP Coalition meeting for any final feedback and suggestions
  regarding the framework template.
- The final template, including any final feedback and suggestions, will be completed as an MS Word document and electronically submitted to the Region 2 HMCC Sponsoring Org by May 23, 2025.

Additionally, it is expected that the contractor will work in coordination with all other Region 2 contractors, as well as WDPH staff and MDPH OPEM.

#### **Outputs:**

The contractor shall provide, at minimum, the following project outputs, including the items listed in the Scope of Service:

- An all-hazards public health response framework template in MS Word
- The Workshop agenda, list of attendees, and detailed notes from each workshop
- The PowerPoint presentation given to the attendees at the PHEP Coalition meeting on May 1, 2025

#### Other Outcomes:

By the end of this project, the Region 2 PHEP coalition shall:

- Have a greater understanding of the public health response roles and responsibilities and response
  operations during an incident/event within their community.
- Be better positioned to work with other town/city departments when updating emergency operations plans and annexes and during response operations.

#### Additional considerations:

- As this will be funded through a grant, the contractor must be approved by the Massachusetts Department of Public Health prior to contract execution.
- As per MDPH requirements, no subcontractor may charge more than 40 hours a week of their time to a contract(s) or between multiple MDPH OPEM vendors, such as Sponsoring Organizations. For the purpose of this bid, it is estimated that the contractor will average 25 hours per week.
- As per MDPH requirements, an evaluation process may be conducted for all subcontractors to ensure the
  contracted work is being accomplished. This process will include both a mid-point progress report and an end of
  contract final evaluation. This process may include feedback from the HMCC Sponsoring Organization staff
  and/or coalition members.
- The City shall retain ownership of all documents and materials created under this project.
- The selected contractor will work with the HMCC program staff and/or MDPH OPEM to receive guidance as it
  pertains to state and federal grant deliverables. The contractor must also be advised that some deliverables
  listed within this request may be subject to change based upon MA Department of Public Health, Office of
  Preparedness and Emergency Management (MDPH/OPEM) and Center for Disease Control and Prevention (CDC)
  grant guidelines.
- The contractor will be expected to attend a monthly PHEP Coalition meeting to report on their progress; meetings are typically held at locations throughout the region but may be virtual.
- The contractor will be expected to attend monthly Region 2 contractor meetings, which are typically held at WDPH, but may be virtual.
- The contractor will be expected to attend monthly MDPH OPEM Statewide Planner Coordinator Meetings, which are typically held in Marlborough, but may be virtual.
- The contractor will submit a monthly narrative detailing work completed, and the number of hours worked. The narrative will be in a format developed by HMCC program staff and provided at the start of the contract. The narrative will be accompanied by an invoice for the number of hours worked.
- The contractor must provide their own transportation to and from meetings.
- The contractor must provide their own technology.
- Contractor's resume and training certificates shall accompany proposal submittal.

#### **Minimum Contractor Requirements**:

# Please provide the following with bid submission so City may validate bidders' experience:

- 1. A narrative describing your firm, including years in business, training, and demonstrated experience with projects related to public health response plans, conducting literature reviews, and virtual meeting facilitation.
- 2. An initial project plan, or detailed narrative, describing how the contractor will meet the requirements of the Scope of Services and Outputs.
- 3. A writing sample detailing the benefits of including public health considerations in municipal emergency planning.
- 4. At least two professional references.
- 5. Certificates showing successful completion of ICS 100, 200, and NIMS 700.
- 6. Résumé.