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

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

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

SEALED BID NO. CR-7711-W2

DATE: October 28, 2021

CITY OF WORCESTER Christopher J. Gagliastro, MCPPO Purchasing Agent

BUYER: Christopher J. 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.

	PLETE ORIGINAL COPY (including ALL pages) OF THIS BID MUST BE SUBMITTED IN A SEALED CLOPE:	
DATE:	: NOVEMBER 17, 2021 TIME: 10:00 A.M. LOCAL TIME	
PLACE	E: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts	
MARK	K SEALED ENVELOPE "Sealed Bid No. CR-7711-W2, Broom Refills (Street Sweepers) / DPW & Parks"	
	ame and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not sible for bids not properly marked.	t
GENE	<u>ERAL</u>	
1.	This Bid Invitation covers: Furnish and deliver broom refills for street sweepers as per the requirements and specific of the City of Worcester Department of Public Works & Parks for a period of two (2) years from date of contract the sole discretion of the City to renew for a third year. The option to be determined at the end of the current c year. (See page 10)	and at
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. 5.	· · · · · · · · · · · · · · · · · · ·	
6.	All terms and conditions are applicable to this proposal except the following section numbers which are hereby defrom this invitation: all apply	leted
7.	Questions pertaining to this bid <u>must be</u> directed to Christopher J. Gagliastro via e-mail at <u>gagliastroc@worcesterma.gov</u>	
	Please go to the closed bids page of our site to obtain bid results. www.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). 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. <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 limit, of \$ 1,000,000.00 (all owned, hired, and non-owned autos).
- 29. <u>COMPENSATION INSURANCE:</u> 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 our 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. 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 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 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.

Name	Address	Zip Code
<u>KINDLY FURN</u>	ISH THE FOLLOWING INFORMATION REC	GARDING BIDDER:
a Proprietorship		
ame of Owner		
usiness Address		
p Code	Telephone No	
ome Address		
p Code	Telephone No	
a Partnership		
all names and addresses of all J	partners	
J <u>ame</u>	<u>Address</u>	Zip Code

(2)

)	If a Corporation				
	Full Legal Name				
	State of Incorporation	Qualified in I	Massachusetts?	Yes	No
	Principal Place of Business				
	rinicipal flace of Busiless	Street		P.O. Box	
		City/Town	State	Zip	
	Telepl	none No			
	Place of Business in Massachusetts				
		Street		P.O. Box	
		City/Town	State	Zip	
		Telephone No			
/E	THE FOLLOWING INFORMATION Full Legal Name of Surety Compar	REGARDING SURETY	COMPANY		
7E		REGARDING SURETY	COMPANY		No
<u>/E</u>	Full Legal Name of Surety Compar	REGARDING SURETY Day Admitted in Massachu	COMPANY	es	No
<u>E</u>	Full Legal Name of Surety Compar State of Incorporation	REGARDING SURETY The street REGARDING SURETY Admitted in Massachu Street	COMPANY setts? Ye	P.O. Box	No
<u>/E</u>	Full Legal Name of Surety Compar State of Incorporation	REGARDING SURETY The street are a sure of the	COMPANY	P.O. Box Zip	No
VE.	Full Legal Name of Surety Compar State of Incorporation Principal Place of Business	REGARDING SURETY The street are a sure of the	COMPANY setts? Ye	P.O. Box	No
VE.	Full Legal Name of Surety Compar State of Incorporation Principal Place of Business	REGARDING SURETY The street are a sure of the	COMPANY setts? Ye	P.O. Box Zip	No

NOTE The Office of the \$1,000.00 or more	e Attorney General, Washington, D.C. requires re.	the following info	rmation on all bid proposals amounting to
F.I.D. Number o	of bidder		
This number is re Treasury Departr	egularly used by companies when filing their "ment Form 941.	EMPLOYER'S FE	EDERAL TAX RETURN, U.S."
AUTHORIZED	SIGNATURE OF BIDDERPLI	EASE SIGN	TITLE
DATE	BID SECU	RITY \$	
The name of Cus event of contract	stomer Service Representative and the Contrac award are:	t Administrator res	ponsible for servicing this account in the
NAME (PLEASI	E PRINT) Customer Service Rep.		TEL. NO.
NAME (PLEASI	E PRINT) Contract Administrator		TEL. NO.
FAX NUMBER		FAX #	
·			
UNDER MASSA MUST BE PROV	ACHUSETTS GENERAL LAWS, CHAPTER VIDED:	30B: SECTION 1	0, THE FOLLOWING CERTIFICATION
Section	10. A person submitting a bid or a proposto any governmental body shall certif		nent or disposal of supplies, or services e bid or proposal, as follows:
without collusion	ed certifies under penalties of perjury that this in or fraud with any other person. As used in the ship, corporation, union, committee, club, or o	is certification, the	word "person" shall mean any natural person,
(Please Print)	Name of Person Signing Bid	_	
	Signature of Person Signing Bid	_	
	Company	_	
No	award will be made without	vendor cert	ification of the above.

	ntities shown l	nerein are estimated only and the Contractor will be require contract.	red to fur	nish all q	uantities order	red by the City
YES Z	X NO	<u> </u>				
Delivery	to be made to	b: DPWP Street Department, 29 Albany Street				
This Bid	l includes adde	enda numbered				
N	O PRICE AI	DJUSTMENTS ALLOWED. PRICES QUOTED ARE	FINAL.	CHECK	BEFORE SI	GNING!
			BIDDE	R TO CO	MPLETE IT	TEMS BELOW
Item No.	Estimated Quantity	Description	Mfg.	Model	Unit Price	Total Amount
		Furnish and deliver broom refills per specifications:				
1	300 each	Elgin 4 Segment Throw Away Wire Gutter Brooms			\$ each	\$Total
2	100 each	Elgin Tube Broom Refills			\$ each	\$
		Award to be made in the aggregate. Bidders must bid both items.				\$ Total All
		Questions pertaining to this bid may be directed via email to gagliastroc@worcesterma.gov				Items
TERMS	S, PROMPT I	PAY DISCOUNT% 30 DAYS, NET 45 DA	AYS.			
DELIVI NOTIFI	ERY AND/OI ICATION BY	R COMPLETION TO BE MADE WITHIN THE CITY.		DAYS	S FROM DAT	ге оғ
NAME	OF BIDDER _.				_	

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.

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a third year at the sole discretion of the City of Worcester, the option of which will be determined at the end of the current contract year.

In no event will increase exceed % for the t (TO BE COMPLETED BY BIDDER)	chird contract year.					
Name	Date					
Title						
IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A THIRD YEAR OPTION, PLEASE INDICATE BY CHECKING THIS BOX: \Box						
<u>IMPORTANT</u>						
It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the bidders intent to accept a third year option at zero (0) percent increase.						
All other Terms and Conditions to remain the same.						

SPECIFICATIONS FOR BROOM REFILLS (STREET SWEEPERS) / DPW & PARKS BID # CR-7711-W2

1. INTENT

The purpose and intent of this specification is to describe and obtain disposable Elgin type rear main brooms and disposable Elgin type gutter brooms. Submitted bid proposals must contain a description of broom construction and include broom weight.

2. DESCRIPTION, MAIN BROOM

MATERIAL: Filament material will be virgin polypropylene of any color except black. Material will have a minimum diameter of .080". Tube material will be 16-gauge sheet steel and backing strip will be carbon steel with a minimum thickness of .048". Anchor cable will be 5/32" diameter 7x7 stranded aircraft cable.

CONSTRUCTION: Broom will be constructed by winding the broom trip clockwise around the outside of the steel tube. The boom must contain a minimum of 53 coils with having a close-spaced section of 4 to 6 wraps to ensure no streaking at the ends of the broom.

SIZE: The broom will have an inside diameter of 8.50" and an outside diameter of 35". The overall length will be 66".

WEIGHT: The broom will have a minimum weight of 200 lbs.

MOUNTING: Brooms must lock securely to Elgin main lock core or equal

3. DESCRIPTION, GUTTER BROOM

MATERIAL: Gutter broom blocks will be made of high impact polypropylene plastic, contain 31 wire slots minimum, and weigh 1.25 lbs. each. Wire size will be approximately .025" x .126" x 26" with a tensile Strength of 235,000 to 265,000 PSI and a Rockwell hardness of 70 to 77. Wire chemistry will conform to ANSI specifications, 1065 steel.

CONSTRUCTION: quality of construction will ensure normal service life from each unit. Wire will be oil tempered.

WEIGHT: Each segment will weigh 16 lbs. minimum, including the weight of the block.

MOUNTING: Segment size and mounting will be identical to original manufacturer.

4. SPECIFICATIONS

Disposable type main and gutter broom segment set for Elgin Pelican P and SE Street Sweepers. Bidder shall confirm product's compliance with specifications.

MAIN BROOM	COM	<u>IPLY</u>
Core type to be steel disposable tube	Yes	No
Core inside diameter to be 8.5 inches	Yes	No
Overall broom core length to be 66 inches	Yes	No
Overall broom outside diameter to be 35 inches	Yes	No
Weight of broom core without fiber is: lbs.		
Fiber length from core to be 13 inches.	Yes	No
Fiber material to be polypropylene and double layered, 1.25 lbs. per wrap minimum.	Yes	_ No
Total number of fiber wraps to be 60 minimum with five continuous wraps at broom ends minimum and first and last wraps ending flush with core end	Yes	No
Weight of fiber with retainer wire is:lbslbs.		
Overall broom weight total to be minimum of 200 lbs., not inclusive of shipping/packing materials.	Yes	No

GUTTER BROOM COMPLY

Four segment type, 90 degree coverage per segment. Each segment to be constructed using a polypropylene mounting head with molded-in 5/8" coarse thread hex nuts	Yes	No
Weight of polypropylene mounting head (each) is:lbs. (bidder provide)		
Wire material to be <u>oil tempered</u> steel <u>only.</u> Oil coated not acceptable.	Yes	No
Wire material dimensions to be .025 x .126 x 26" with a tensile strength of 230,000 lbs. PSI and finished at a hardness scale of 45 to 50 Rockwell "C".	Yes	No
Wire bundles to be 16 wire minimum per hole.	Yes	No
Wire bundles per segment to be 31 hole minimum.	Yes	No
Weight of wire only, per each segment is: lbs.		
Total combined weight of one set (four seg.) to be a minimum of 64 lbs. not inclusive of shipping/packing materials.	Yes	No