

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-8092-W4

DATE: October 31, 2023

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.

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

DATE: NOVEMBER 22, 2023 TIME: 10:00 A.M. LOCAL TIME

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

MARK SEALED ENVELOPE **"Sealed Bid No. CR-8092-W4, Custodial Cleaning & Disinfectant Products / WPS"**

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: Provide custodial cleaning & disinfectant products & services as per the requirements and specifications of the City of Worcester Public Schools for a period of one (1) year from January 1, 2024 through December 31, 2024 and at the sole discretion of the City to renew for a second and third year. The option to be determined at the end of the current contract year. (See page 10)
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$ N/A must accompany this bid.
3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above.  
**NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED**
4. A performance bond in the amount of \$ N/A of the total dollar award is required.
5. A payment bond in the amount of \$ N/A of the total dollar award is required.
6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: all apply
7. **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. 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 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

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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

Name Address Zip Code

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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. \_\_\_\_\_

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 of Customer Service Representative and the Contract Administrator responsible for servicing this account in the event of contract award are:

NAME (PLEASE PRINT) *Customer Service Rep.* \_\_\_\_\_ TEL. NO. \_\_\_\_\_

NAME (PLEASE PRINT) *Contract Administrator* \_\_\_\_\_ TEL. NO. \_\_\_\_\_

FAX NUMBER \_\_\_\_\_ FAX # \_\_\_\_\_

E-MAIL (Customer Service Rep.): \_\_\_\_\_

E-MAIL (Contract Administrator): \_\_\_\_\_

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 City locations 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
		Provide custodial cleaning and disinfectant products and services as per attached requirements and specifications of WPS				See pricing page
		<b>Bidders must bid all items. Aggregate award.</b>				
		<i>Questions pertaining to this bid may be directed via email to <a href="mailto:gagliastroc@worcesterma.gov">gagliastroc@worcesterma.gov</a></i>				

TERMS, PROMPT PAY DISCOUNT \_\_\_\_\_% 30 DAYS, NET 45 DAYS.

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

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

# **DISCLOSURE OF CONTRACT RENEWAL**

This contract may be renewed for a second and 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 second contract year.  
**(TO BE COMPLETED BY BIDDER)**

In no event will increase exceed \_\_\_\_\_ % for the third contract year.  
**(TO BE COMPLETED BY BIDDER)**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A SECOND & THIRD YEAR OPTION,  
PLEASE INDICATE BY CHECKING THIS BOX: ☐

## **IMPORTANT**

**It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the bidders intent to accept a second & third year option at zero (0) percent increase.**

**All other Terms and Conditions to remain the same.**

## **Requirements**

The following bid specification outlines WPS requirements for procurement and implementation of a green cleaning and disinfection program using environmentally preferable products (EPP) and vendor support services.

All items listed I. and II. below must be answered and submitted in the bid response to be considered responsive:

### **I. WPS requires a bid response for the following products, supplies and services;**

- 1) Products - three EPPs - a disinfectant, an all-purpose cleaner and an enzymatic cleaner/deodorizer.
- 2) Equipment - furnishing, delivering, and installing 189 non-plumbed product dispensing portion control system.
- 3) Supplies:
  - a) furnishing and delivering 567-quart spray bottles and spray triggers.
  - b) furnishing and delivering workplace (secondary) labels for 189 each of the three product types.
- 4) Posted Wall Chart:
  - c) furnishing and mounting Wall Chart guidance poster above each product dispensing portion-controlled system unit installed that must specify how to use the system in lay language
- 5) Training - the vendor must provide on-site and in-service training, at no charge, for product-specific topics listed in this bid specification.

### **II. WPS requires the following attachments to the bid response to document vendor experience:**

- 2) Attachment #1 - Product Bid Sheet
- 3) Three References - references must include the following documentation:
  - a) Vendor must have provided products and related ancillary services to the entity providing a reference for at least three years.
  - b) At least one entity providing a reference must be from either a school district, college, or institution of comparable size to WPS.
  - c) At least one entity providing a reference must have used the Vendor's product dispensing portion control system.
  - d) At least one entity providing a reference must have received inventory services from vendor.
- 4) EPP Documentation - For all products, vendor must provide either:
  - a) Third-Party Certifications or Standards or Approvals for EPPs, and/or

- b) documentation of how a product meets the standards or is in the process of obtaining an approval for a certification.
- 5) Green Program Description - must include:
  - a) Description of vendor's green program strategy and services.
  - b) Documentation of how the vendor's green program helps to minimize health impacts to the custodians and building occupants (including sensitive populations) from products used and the materials being cleaned (biological, particulate, and chemical pollutants).
- 6) Product Dispensing System
  - a) Literature on vendor's non-plumbed product dispensing system and explanation how it meets WPS criteria listed in the specification.
- 7) Product Inventory/Inspection Services
  - a) Inventory Program Description
  - b) Sample Inventory/Inspection Report
- 8) Training Program/Guidance Materials
  - a) Sample agenda for on-site demonstration training.
  - b) Sample training PPT for Restroom Care, All-Purpose Cleaning and Enzymatic Cleaning/Deodorizing.
  - c) Documentation that the trainer has 5 years of experience training on the products.
- 9) Written Standard Operating Procedures for using vendor's products, dispensing equipment, and supplies:
  - a) Sample wall chart
  - b) Sample work procedure

### **III. Product Category Summary Descriptions**

#### **Overview**

WPS requires bids for three specific types of EPPs in concentrate form that can be dispensed in a non-plumbed portion-controlled system on-site. The dispensing system must not pose a safety hazard for the user or pose a hazard to the environment. WPS reserves the right to determine if the dispensing systems and related product packaging available meets WPS's safety standards. The required three categories of products include:

#### **Category 1: General Purpose Cleaners**

The vendor must describe how the product offered will enable WPS consolidate the types of products used, at a minimum of the following four tasks - glass, surfaces, floors, and carpeting. WPS may require a bidder to demonstrate the product's uses.

All general-purpose cleaners in Category 1 must meet the following requirements listed below:

- 1) Be hydrogen peroxide based.
- 2) Be certified by one of the following or demonstrate how it meets comparable third-party certified criteria:
  - a) Green Seal Standards
    - i) Green Seal GS-8 (2013), *Cleaning Products for Household Use*
    - ii) Green Seal GS-34 (2013), *Cleaning and Degreasing Agents*
    - iii) Green Seal GS-37 (2013), *Cleaning Products for Industrial and Institutional Use*
    - iv) Green Seal GS-53 (2014), *Specialty Cleaning Products for Industrial and Institutional Use*
  - b) UL EcoLogo Standards

NOTE: Products that only meet UL's other standards, such as GREENGUARD, do not meet the specifications for this product category unless expressly noted:

- i) UL EcoLogo 2759 (2011), *Standard for Sustainability for Hard Surface Cleaners*
- ii) UL EcoLogo 2792 (2012), *Standard for Sustainability for Cleaning and Degreasing Compounds: Biologically-based*

Note: this standard does not prohibit asthmagens (unlike GS-37 and UL EcoLogo 2759). If a product is certified under UL EcoLogo 2792, it must also be devoid of asthmagens with the following designations: respiratory sensitizers (Rs or RRs), or generally accepted asthmagens (G) as defined by the Association of Occupational and Environmental Clinics (AOEC), which can be found at <http://www.aoecdata.org/ExpCodeLookup.aspx>.

## **Category 2: Enzymatic Cleaners/Odor Control**

The vendor must describe how the product offered will enable WPS consolidate the types of products used. For example, the proposed enzyme-based product must be able to be used at a minimum of the following four uses: restroom fixtures, floors, drains, and carpets.

- 1) All general-purpose cleaners in Category 2 must meet the following Mandatory Specifications by being certified by one of the following entities listed below, or by demonstrating how it meets comparable third-party certified criteria:
  - a. Green Seal Standards
    - i. Green Seal GS-8 (2013), *Cleaning Products for Household Use*
    - ii. Green Seal GS-34 (2013), *Cleaning and Degreasing Agents*
    - iii. Green Seal GS-37 (2013), *Cleaning Products for Industrial and Institutional Use*
    - iv. Green Seal GS-53 (2014), *Specialty Cleaning Products for Industrial and Institutional Use*
  - b. UL EcoLogo Standards

NOTE: Products that only meet UL's other standards, such as GREENGUARD, do not meet the specifications for this product category unless expressly noted.

1. UL EcoLogo 2759 (2011), *Standard for Sustainability for Hard Surface Cleaners*
11. UL EcoLogo 2796 (2013), *Standard for Sustainability for Odor Control Products*

### **Category 3: Disinfectants**

- 1) WPS requires a hydrogen peroxide-based disinfectant in concentrate form that can be dispensed on site in a non-plumbed portion-controlled system.
- 2) All disinfectant products must offer efficacy and high performance, while being devoid of chemicals that are known to cause asthma, cancer, and skin sensitization. All disinfectants offered must meet the following requirements:
  - a. Must be EPA (FIFRA) registered as a hard surface disinfectant.
  - b. Products shall not contain known, suspected, reasonably anticipated, or probable human carcinogens per IARC, NTP or the State of California.
  - c. Products shall not contain reproductive toxins per the State of California.
  - d. Products shall not contain asthmagens per AOEC (listed with a G, Rs, Rrs or Rr designation).
  - e. Products shall not contain nonyl phenol ethoxylates or other alkyl phenol ethoxylates (APEs).
  - f. Must not contain added fragrances.
  - g. Prohibited "Active Ingredients":
    - iii. Chlorine Bleach (Sodium hypochlorite)
    - iv. Hydrogen chloride (HCl)
    - v. Phenols (e.g., Ortho-phenylphenol)
    - vi. Pine oil, Silver, Thyme oil
    - vii. Quaternary ammonium chloride compounds (e.g., Benzalkonium chloride, ADBACs, DDACs)

## **IV. Product Packaging**

- 1) All the products offered must be in non-aerosol containers.
- 2) All products provided must be provided in container packaging that can be used in conjunction with the vendor's dispensing portion-controlled system.
- 3) Vendor must provide quart size secondary spray containers, and spray triggers and workplace (secondary) labels on label paper for the secondary containers for the amount specified in this bid specification.

- a) The cost of the initial shipment of secondary containers and labels in amounts specified in *Attachment #2 Locations of Building for Dispensing Units and Spray Bottles*, must be included in the bid price.
- b) The cost for any subsequent orders (after initial order as part of the bid cost) of replacement secondary spray quart sized containers, paper labels and triggers must be itemized in the *Attachment #1 Product Bid Sheet*.

**V. Product Dispensing System** - Bidder must furnish, deliver, install and service the following equipment free of charge for all concentrated cleaning and disinfectant products listed in this bid specification. This system must include:

- 1) System Specifications - WPS only uses a non-plumbed dispensing portion-controlled equipment, which must be designed to prevent spills and ensure proper portions. Thus, systems dispensing concentrated cleaners must be designed to meet the following requirements:
  - a) Uses a timed, premeasured product pump system, which is set for time and amount to prevent users from accessing additional product at one time.
  - b) Uses a closed container system with "spill-resistant product packaging" that requires coupling to a specially designed device to dispense the product.
  - c) Uses a safety mechanism to ensure that the system cannot accidentally be activated, and the concentrated product in the container shall not be able to be "practically accessed" during routine use of the dispensing system.
  - d) The system should include a rack to situate and consolidate the concentrated product containers to hook them up to the dispensing system.
- 2) Upon expiration of this contract, the dispensing equipment will become property of WPS.
- 3) Schedule for Supplying and Maintaining Dispensing System:
  - a) Vendor must furnish and install dispensers 30 days from receipt of PO.
  - b) Vendor must inspect and service units twice a year.
  - c) Vendor must also service and/or replace dispensing system on an as needed basis to ensure proper operation. This must be completed within **three days of notification from WPS** that a unit needs servicing.
  - d) Vendor must initially provide every dispensing station with three spray bottles, spray triggers and labels, and three bottles of concentrate (one of each type of product).

**VI. Cost and Quality Control**

- 1) Inventory and Inspection
  - a) Vendor must provide in-service technicians (not a salesperson, unless the salesperson is trained), at no charge, to go to every school and each custodial closet, **at a minimum, twice a year**, to take inventory of the products and brief inspection of:
    - (1) Dispensing unit,
    - (2) Condition of Vendor's products and containers, and

(3) Status of Safety Data Sheets (SDS) for the vendor's products as specified below.

- b) The technician must compare the quantities of each product in stock to what each school should have for inventory at that time of the school year.
- c) The technician must rectify any irregularities or discrepancies immediately to ensure that no school has neither an overabundance of, nor is in danger of, running out of product.

2) Reporting and Documentation

- a) Content - Successful vendor must provide, at no charge, a report per each school to include the following at a minimum:
  - i. Information on each product, with an overall usage chart from each visit that inventory activities were conducted. The report will also address any irregularities in inventory usage.
  - ii. Correct product usage.
  - iii. Status of labeling and condition of the vendor's primary and secondary product containers.
  - iv. Availability and status of current SDSs -vendor must ensure that all relevant, up to date, SDSs for each of the vendor's products are in the proper location at each site. Vendor will provide any missing SDSs, and/or replace any outdated SDSs.
- b) Documentation- Vendor must provide a hard copy and electronic copy of this Inventory Report from each visit to the Coordinator of Buildings and Grounds, both in c/o Worcester Public Schools, School Shop, One New Bond Street, Worcester, MA, 01615 within **three (3)** business days of the final delivery/inventory.

3) Meetings - Vendor must also, at no charge, meet with the Coordinator of Buildings and Grounds and/or designees on a quarterly or on an as needed basis to:

- a) Discuss/review any inventory irregularities, inventory changes, or other issues, etc.,
- b) Discuss any identified issues and related recommendations.
- c) Plan and document any in-service or on-site training to be provided or has been provided to custodial staff.
- d) Safety Guarantee - Vendor must ensure that the correct products are in the correctly labeled secondary containers, and that labels in primary containers are still intact and readable.
- e) Product Guarantee - Vendor must unconditionally guarantee all products. Should a problem arise at any time, the successful vendor will replace it immediately, at no cost.

**VII. Environmentally Preferable Product Training and Guidance Program** - The vendor must provide the following:

1) Trainer

- a) All types of training must be provided by the technician (not the salesperson unless they are also a technician and/or a trainer).



- b) All trainers must be approved by WPS.
- c) All trainings will be monitored by WPS.
- 2) Training Content
  - a) Must be reviewed by and approved by WPS.
  - b) When requested by WPS, content must be developed and/or provided in conjunction with WPS personnel and/or other consultants to ensure integration with WPS policies and work practices.
- 3) Training Methodology
  - a) Onsite - must be conducted during site visits, at no charge, in the following capacity:
    - i. As vendor makes their rounds through the school buildings.
    - ii. On a quarterly basis, for any major cleaning activities using vendor's products, when requested.
  - b) Classroom and Demonstration formal in-service training sessions - must be provided at no charge, for:
    - i. Start-Up Training- for all new product and equipment use within three days of installation of dispensing equipment.
    - ii. New Hire Training- train any newly hired custodial staff within a month of notification by **WPS**.
- 4) Written Training and Guidance Materials/Tools -vendor must provide the following written materials at no charge:
  - a) Laminated Wall Product Usage Charts -must be provided at no additional cost and posted above all dispensing units. Content in the charts must be reviewed and approved by **WPS**, and must provide the following information:
    - i. Step by step procedures, and proper tools, products, and PPE for each task.
    - ii. Each procedure must begin with; 1) donning appropriate PPE, and 2) establishing any safety measures (e.g., putting up wet floor signs, opening windows or establishing good ventilation).
    - iii. Each procedure must end with proper management of products used, supplies and PPE after tasks are complete.
  - b) Training Handouts:
    - i. Vendor must provide and electronic versions of presentations and handouts to WPS as well as one copy per building at no additional cost, which can be inserted into the WPS Custodial EHS Handbook, or if an SOP, then laminated to be hung off a cart.
    - ii. Information must include:
      - Step by step procedures, and proper tools, products, and PPE for each task.

- Each procedure must begin with instructions for occupational and occupant safety measures; 1) donning appropriate PPE, and 2) establishing any safety measures (e.g., putting up wet floor signs, opening windows or establishing good ventilation).
  - Each procedure must end with proper management of products, supplies and PPE after tasks are complete.
- c) Safety Data Sheets (SDS) - for all products provided under this contract. The SDSs must be the most current under the GHS system and be replaced as product formulations change.
- d) "Workplace" Labels - for secondary spray containers. These must be paper or plastic that can be adhered to the spray container.
- 5) Training Program - Vendor must provide training on the following topics with key contents identified:
- a) Product Dispensing - Since WPS must use a non-plumbed dispensing station, all training must address safe use of the dispensing system to prevent spills and exposures, and to ensure proper product dilutions for all products.
  - b) Hazard Communication - Information must be provided on "product specific" relevant information (e.g., hazards, exposure control and precautions, safe storage, emergency response, etc.) listed in the Safety Data Sheet (SDS) in lay language for each product.
  - c) Green Restroom Cleaning and Disinfecting - Guidance and training must cover how to correctly and efficiently clean, deodorize and disinfect:
    - 1. Regime should establish the proper sequence of cleaning prior to disinfecting, and proper disinfectant dwell time.
    - 11. Disinfection activities should target touch points.
  - d) Disinfecting Protocols (other than restroom use) - should target disinfection tasks and product types and/or concentrations based on types of use, including:
    - 1. Product selection should be based on the following:
      - (a) Specific types of uses the vendor's product is registered for (e.g., routine disinfection, MRSA).
      - (b) Clarification that disinfectants are designed to be used on nonporous surfaces and are not appropriate for use on porous surfaces such as upholstery and carpet.
      - (c) Requirements for cleanup of bloodborne pathogen spills is the use of the disinfectant product in the BBP kits mounted in the schools.
      - (d) Selection of other disinfection products for any infectious disease outbreaks will be taken on a case-by-case basis by WPS.
    - 1. Use should focus on touch points for routine disinfection.

- e) All Purpose Cleaning (e.g., Glass, Surface, Floor and Carpet Cleaning) - using vendor's cleaning products:
  - i. Green Floor Care Program needs to account for cleaning traditional flooring materials such as vinyl composition tiles and vinyl asbestos tiles, as well as for the newer flooring products used in LEEDs and CHPS buildings such as, but not limited to linoleum and composite rubber flooring.
- 11. All procedures using the vendor's products must take into account the type of cleaning tools, supplies and equipment currently available at WPS. Note that some schools have microfiber tools, and some do not. The types of auto scrubbers vary from school to school, with a few that use the ionized water.

**VIII. Ordering and Delivery**

- 1) Order Schedule - must be placed twice a year at a minimum, and possibly more as needed.
- 2) On Site Delivery:
  - a) Deliveries must be made, in full, no later than five (5) days after receipt of purchase order.
  - b) Supplies must be delivered to all WPS buildings at no additional charge (Attachment #2 contains the list of schools).
  - c) Driver must report to the buildings main office to sign in and out.
  - d) All supplies must be received by the building custodian on-site.
  - e) All delivery slips MUST be signed by custodian on-site.
- 3) Documentation - All delivery slips must be mailed to the following email addresses in the Facilities Department the next business day:  
Tom Barrett - barrettt@worcesterschools.net  
Alex Koukakis - koukakisa@worcesterschools.net

**IX. The bidder must provide product samples and/or a demonstration of the product dispensing station demonstration if WPS requests them:**

- 1) Product samples must be provided by the bidder upon request within 5 business days of request.
- 2) Demonstration of the bidder's product dispensing system to demonstrate that it meets the requirements.

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**Attachment #1: Pricing Bid Sheet for Custodial Cleaning Products**

Although WPS is seeking the product in concentrate, WPS requires bidders to provide the cost of the product in quarts of diluted ready to use (RTU) product in order to compare the total cost of product as used since each manufacturer's concentrate may yield a difference amount of RTU product. Bid prices shall include the cost for initial items necessary to service the contract. Refer to specifications for details on items.

\*Lowest bid shall be based on the total of the three concentrated products.

**Bidder Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Item #	Product Type Description	Product Name	Manufacturer	Unit of Measure (UOM) (e.g. case of quarts) in concentrate	Price of a UOM of concentrate	Cost of RTU Dilution per Quart <sup>1</sup>	Estimated Cost of concentrated product that in diluted form would make the following amount of RTU product:	
	All-Purpose Cleaner						1,000 quarts	
	Enzymatic Cleaner and Deodorizer						1,000 quarts	
	Disinfectant						400 quarts	
							<b>Total -----</b>	<b>\$ *</b>

**Unit Cost for the following supply items for after the initial shipment:**

Item #	Supply	Cost per Item
	Quart Spray (secondary) Containers	
	Triggers for Quart Spray Bottles	
	Workplace (secondary) Labels for Quart Spray Bottles	

\_\_\_\_\_

Bidder Name: \_\_\_\_\_

**ATTACHMENT #2****WPS building Locations and Numbers of Dispensing Units and Spray Bottles  
WPS Custodial Cleaning and Disinfectant Product Bid Specification 11/2023**

<b>WPS Buildings</b>	<b>ADDRESS / ZIP</b>	<b>DISPENSING UNITS</b>	<b>SPRAY BOTTLES</b>
ALL SCHOOL	15 Woodland Street, 01610	6	18
ALTERNATIVE SCHOOL	11 McKeon Road, 01610	2	6
BELMONT	170 Belmont Street, 01605	4	12
BURNCOAT HIGH	179 Burncoat Street, 01606	6	18
BURNCOAT MIDDLE	135 Burncoat Street, 01606	5	15
BURNCOAT PREP	526 Burncoat Street, 01606	2	6
BUS YARD	60 Fremont Street, Wore., Ma	1	3
CANTERBURY	129 Canterbury Street, 01603	2	6
CHANDLER ELEMENTARY	114 Chandler Street, 01609	2	6
CHANDLER MAGNET	525 Chandler Street, 01602	3	9
CITY VIEW	80 Prospect Street. 01605	3	9
CHALLENGE & REACH	15 Harlow Street, 01605	2	6
CLARK	280 Clark Street, 01606	2	6
COLUMBUS PARK	75 Lovell Street, 01603	2	6
DOHERTY HIGH	299 Highland Street, 01602	8	24
DURKIN ADMIN BLDG.	20 Irving Street, 01609	4	12
ELM PARK	23 N. Ashland Street, 01609	5	15
FANNING BUILDING	24 Chatham Street, 01609	5	15
FLAGG	115 Flagg Street, 01602	2	6
FOLEY COMPLEX	305 Chandler Street, 01602	3	9
FOREST GROVE MIDDLE	495 Grove Street, 01605	5	15
GATES LANE	1238 Main Street, 01603	4	12
GERALD CREAMER CTR	120 Granite Street, 01604	2	6
GREENDALE HEAD START	130 Leeds St, 01607	2	6
GODDARD ST.	14 Richards Street, 01603	5	15
GRAFTON #1 & #2	311 Grafton Street, 01604	5	15
HEARD	200 Heard Street, 01603	2	6
JACOB HIATT	772 Main Street, 01610	3	9
LAKEVIEW	133 Coburn Avenue. 01604	2	6
LINCOLN	549 Lincoln Street, 01605	2	6
MAY	265 May Street, 01602	2	6
MIDLAND	18 Midland Street, 01602	2	6
MILL SWAN HEAD START	337 Mill Street, 01602	2	6
MILLBURY HEAD START	389 Millbury St, 01610	2	6
McGRATH	493 Grove Street, 01605	3	9

NELSON PLACE	35 Nelson Place, 01605	5	15
NEW CITIZENS CENTER	1407A Main Street 01603	2	6
NORRBACK	44 Malden Street, 01606	4	12
NORTH HIGH	140 Harrington Way, 01604	6	18
PARENT INFO CENTER	768 Main Street, 01610	1	3
QUINSIGAMOND	14 Blackstone River Road, 01607	4	12
RICE SQUARE	76 Massasoit Road, 01604	3	9
ROOSEVELT	1006 Grafton Street, 01604	4	12

### **ATTACHMENT #2 (CONT.)**

#### **WPS building Locations and Numbers of Dispensing Units and Spray Bottles WPS Custodial Cleaning and Disinfectant Product Bid Specification 11/2023**

SCHOOL SHOP	1 New Bond Street, 01606	3	9
SOUTH HIGH	170 Apricot Street 01603	6	18
SULLIVAN MIDDLE	140 Apricot Street, 01603	5	15
TATNUCK MAGNET	1083 Pleasant Street, 01602	3	9
TAYLOR BUILDING	770 Main Street, 01610	1	3
THORNDYKE	20 Thorndyke Road, 01606	3	9
UNION HILL #1 & #2	1 Chapin Street, 01604	4	12
UNIVERSITY PARK	12 Freeland Street, 01610	3	9
VERNON HILL	211 Providence Street, 01604	4	12
WAWECUS	20 Wawecus Road, 01605	2	6
WEST TATNUCK	300 Mower Street, 01602	2	6
WORC ARTS MAGNET	315 St. Nicholas Avenue, 01606	2	6
WORC EAST MIDDLE	420 Grafton Street, 01604	4	12
WORC TECHNICAL H.S.	1 Skyline Drive 01605	10	30
YMCA	766 Main street, 01610	1	3

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