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-8427-W5
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**DATE: April 8, 2025** 

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 BIELOPE:	D MUST BE SUBMITTED IN A SEALED
DATE:	E: APRIL 30, 2025	TIME: 10:00 A.M. LOCAL TIME
PLACE	CE: Purchasing Division, Room 201, City Hall, Worcester, M	assachusetts
MARK	K SEALED ENVELOPE "Sealed Bid No. CR-8427-W5, Auto Bo	dy Services / City"
	ame and address of the bidder must appear in the upper left hand connsible for bids not properly marked.	ner of the envelope. The City of Worcester is not
GENE	ERAL	
1.	. This Bid Invitation covers: Provide automotive body work – paint specifications of the City of Worcester for a period of one (1) year may be renewed for a second and third year at the sole discretion toward the end of the current contract year.	from June 1, 2025 through May 31, 2026. This contract
2.	. A certified check or bid bond made payable to the "City Treasure \$N/A must accompany this bid.	r, City of Worcester" in the Amount of
3.	. All bids received will be publicly opened and read in the Bid Roo NO BID WILL BE ACCEPTED AFTER TIME AND DATE	
4. 5.		otal dollar award is required. tal dollar award is required.
6.	. All terms and conditions are applicable to this proposal except the from this invitation: <u>all apply</u>	e following section numbers which are hereby deleted
7.	. Questions pertaining to this bid <u>must be</u> directed <u>gagliastroc@worcesterma.gov</u>	to Christopher J. Gagliastro via e-mail at

- 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 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.

Vame	Address	Zip Code
<u>KINDLY FURNISH</u>	THE FOLLOWING INFORMATION REGA	RDING BIDDER:
a Proprietorship		
ame of Owner		
usiness Address		
p Code	Telephone No	
ome Address		
ip Code	Telephone No	
`a Partnership		
all names and addresses of all partn	ers	
<u>ame</u>	Address	Zip Code
noin and Address		7:- Codo
Dusiness Address		Zip Code

(2)

(3)	If a Corporation				
	Full Legal Name				
	State of Incorporation	Qualified in I	Massachusetts?	Yes	No
	Principal Place of Business				
				P.O. Box	
		City/Town	State	Zip	
	Teleph	one No			
	Place of Business in Massachusetts				
	Trace of Business in Massachuseus	Street		P.O. Box	
		City/Town	State	Zip	
		•		Zip	
		Telephone No			
CIVIE	THE FOLLOWING DIFORMATION	DECARDING GUDEN	COMPANY		
GIVE	THE FOLLOWING INFORMATION				
	Full Legal Name of Surety Company	y			
	State of Incorporation	_ Admitted in Massachu	setts? Yes		No
	Principal Place of Business				
				P.O. Box	
		City/Town	State	Zip	
	Place of Business in Massachusetts	Street		P.O. Box	
		City/Town	State	Zip	
		•		2.17	
		reiepnone No			

The Office of the Atto \$1,000.00 or more.	orney General, Washington, D.	C. requires the following informa	tion on all bid proposals amounting to
F.I.D. Number of bid	lder		
This number is regula Treasury Department		iling their "EMPLOYER'S FEDE	RAL TAX RETURN, U.S."
AUTHORIZED SIGN	NATURE OF BIDDER	DV F L GF GVOV	TITLE
DATE	E	BID SECURITY \$	
The name(s) of custor of contract award are:		ntract administrator to be responsi	ible for servicing this account in the event
Customer Service:			
NAME	(PLEASE PRINT)		TEL. NO.
Contract Administrati	ion:		
NAME	(PLEASE PRINT)		FAX. NO.
	E YOUR E-MAIL ADDRESS	SES	
E-MAIL:			
UNDER MASSACH MUST BE PROVIDE		CHAPTER 30B: SECTION 10, T	HE FOLLOWING CERTIFICATION
Section 10.		or a proposal for the procurement shall certify in writing, on the bid	or disposal of supplies, or services d or proposal, as follows:
without collusion or f	raud with any other person. As		en made and submitted in good faith and rd "person" shall mean any natural person, ty, or group of individuals."
(Please Print)	Name of Person Signing B	sid	
	Signature of Person Signin	ng Bid	
	Company		
No aw	ard will be made w	ithout vendor certifi	cation of the above.

**NOTE** 

		nd identify the product offered, such as manufacturer's name, trade na T KNOW WHAT HAS BEEN OFFERED.	ame, brand name and	l quality next to
	antities shown the period of t	herein are estimated only and the Contractor will be required to furnishe contract.	nish all quantities orc	lered by the City
YES	X NO			
Deliver	ry to be made	to: _DPW & Parks Central Garage and other City & WPS locations a	as required	
This B	d includes add	denda numbered		
-	NO PRICE A	DJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL.	CHECK BEFORE	SIGNING!
		BIDDEF	R TO COMPLETE	ITEMS BELOW
Item No.	Estimated Quantity	Description	Unit Price / Hourly Rate	<b>Total Price</b>
		Provide Auto Body Services as per the attached requirements and specifications of the City of Worcester for a period of one year from June 1, 2025 through May 31, 2026.  Award to be made in the aggregate. Bidders must bid all items.  This is a multiple vendor award. See item 4 on page 11.		See Pricing Page
DELIV	ERY AND/C	PAY DISCOUNT% 30 DAYS, NET 45 DAYS.  OR COMPLETION TO BE MADE WITHIN DA	AYS FROM DATE	OF
		TO SECTION NO. 34 RELATIVE TO DELIVERY).		
		R		

# **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 (TO BE COMPLETED BY BIDDER)	% for the second contract year.		
In no event will increase exceed(TO BE COMPLETED BY BIDDER)	% for the third contract year.		
Name			
Title			
IF VENDOR DOES NOT WISH TO BE COPLEASE INDICATE BY CHECKING THIS	ONSIDERED FOR A SECOND AND THIRD YEAR OPTION, S 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 and third year option at zero (0) percent increase.			
All other Terms and Conditions to remain the same.			

# REQUIREMENTS / SPECIFICATIONS ~ AUTO BODY SERVICES – CITY OF WORCESTER BID #: CR-8427-W5

- 1. The City of Worcester invites vendors to submit sealed bids (hourly rate) for auto body work, paint, labor and material services. The awarded vendor(s) will supply in a timely manner the necessary services to repair/replace body, rust, collision damage and frame damage on city owned vehicles.
- 2. The City of Worcester maintains a mixed fleet of approximately 650 heavy, medium, light duty vehicles and sedans. Estimated quantities/hours are based on the usage of the following Departments/Divisions: DPW & Parks, Inspectional Services, Public Health, Assessing, Public Schools, Emergency Management, Fire and Police. Estimates are for bidding purposes only. All City & School Departments / Divisions may utilize these services at the contracted hourly rates.
- 3. Overview of Service Required: The following specifications outline the procedures and acceptable practices for supplying services related to repairs of body, rust and collision damage on city-owned vehicles and equipment. The goal is to have the most reliable level of service with the highest standards and the lowest cost to the city. A representative of the city may request to inspect the successful bidder's facilities prior to awarding a contract for repair services. All work performed will be documented by a written estimate (approved by the city), and the city will provide a purchase order before work commences.
- 4. All bidders must have a full-service facility with the capability to perform all services necessary to complete repairs. Services to include frame straightening, rust repairs and/or total refinishing. The City's needs are such that more than one vendor is required to accommodate our services. Multiple awards shall be made by the City with the maximum of the four lowest responsive and responsible bidders selected. Vendors will be selected for service on a non-exclusive basis. Departments may, at their own discretion, request more than one quote for service from contract vendors. The Purchasing Division will monitor and assess the service levels throughout the contract period.
- 5. All bidders shall use a standard form of estimating such as Mitchell estimating guide.
- 6. Parts: All repair parts (new, after-market and used) shall be billed to the City of Worcester at cost plus 15 %. The City of Worcester reserves the right to perform random price audits to determine compliance with this provision. Vendors that are found in violation of this provision may be considered in breach of contract and also may not be considered for any future services from the City.
- 7. Warranty: All materials and workmanship shall be guaranteed for a period of one year after completion of the work.
- 8. Sublet: All sublet work shall be pre-approved by the Director of Maintenance (or designated City representative) prior to the work being performed.
- 9. Supplement estimates will be pre-approved by the Director of Maintenance (or designated City representative) before additional repairs are made.
- 10. All work will be completed in a timely manner as to minimize down time. Any work that will take longer than 4 weeks must receive approval from the department requesting service.
- 11. To further minimize downtime, bidders <u>must</u> be located within 5 (five) mile radius of City Hall, 455 Main Street Worcester.

# PRICING PAGE – AUTO BODY SERVICES / CITY BID #: CR-8427-W5

<u>Item</u>	Description:	Estimated Ho	urs*:	Unit Price**:		<b>Total Price:</b>
1	Labor Rate (hourly charge for labor) - Body wo	ork 2,000	x	\$ Per hour	=	\$
2	Labor Rate (hourly change for labor) Frame Re	epairs 300	X	\$ Per hour	=	\$
3	Labor Rate (hourly charge for labor) – Paint	1,500	X	\$Per hour	=	\$
4	Paint Supplies (hourly charge for paint supplies	1,500	X	\$ Per hour	=	\$
			TOTA	L ALL ITEMS	=	\$

<sup>\*</sup> Hours are estimated annual. Actual hours will vary.

Parts: All repairs parts shall be billed at cost plus 15 %.

Other: Sublet Work shall be billed at cost plus 15 %.

<sup>\*\*</sup> Shop supplies, environmental charges and/or consumables may be included as a separate charge on invoice. Departments may request clarification on any such charges and vendor must provide all information requested.