

PURCHASING DIVISION
CITY OF WORCESTER
MASSACHUSETTS 01608-1895
ROOM 201 – 455 MAIN STREET
PHONE (508) 799-1220

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

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

SEALED BID NO. CR-8789-J7

DATE: September 22, 2026

CITY OF WORCESTER
Christopher J. Gagliastro, MPPO
Purchasing Agent

BUYER: Jerry Kucera

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: OCTOBER 7, 2026 TIME: 10:00 A.M. LOCAL TIME

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

MARK SEALED ENVELOPE **"Sealed Bid No. CR-8789-J7, Plumbing Supplies / 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 plumbing supplies as per the requirements and specifications of the City of Worcester Public Schools for a period of one (1) year from date of contract 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 Jerry Kucera via e-mail at KUCERAJS@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: KUCERAJS@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

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

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 X NO _____

Delivery to be made to: As Required By WPS

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 plumbing supplies as per the requirements and specifications of the City of Worcester Public Schools. Questions must be directed to Jerry Kucera at kucerajs@worcesterma.gov				See Specifications & Pricing Pages

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 OR 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 and third year option at zero (0) percent increase.

All other Terms and Conditions to remain the same.

SPECIFICATIONS
Plumbing Supplies / WPS
BID #: CR-8789-J7

SECTION 1 - REQUIREMENTS

1.1 Purpose

The purpose of this bid is to contract with responsible supplier(s) to provide Plumbing parts, equipment, supplies, tools, and materials to be used at various sites throughout the Worcester Public Schools (WPS) by the Facilities Department for routine and general upkeep of all existing facilities, abiding by the minimum requirements set hereto. The primary vendors to supply PLUMBING parts, equipment, tools, and supplies to the WPS will come under this contract. All City of Worcester departments may utilize this contract at the agreed upon unit pricing.

1.2 Qualifications of Supplier(s)

a. Only responsible Bidders, who normally have knowledge and experience of and are currently engaged in the operation of providing a range of Plumbing parts, equipment, tools, and other supplies, will be considered for award. Qualified bidders shall have adequate inventory, organization, facilities, personnel, and other resources necessary to ensure prompt, efficient, and satisfactory service and supply to WPS.

b. The Bidder shall be in sound financial position, licensed, and must be primarily engaged in the Plumbing supply business. Bidders shall also have been in business for the last three (3) consecutive years or more in the New England area, under the same name, and be capable of meeting WPS's quantity and delivery needs as specified.

c. WPS reserves the right, before awarding the contract, to require bidder(s) to submit further evidence of qualifications or any other information WPS staff may deem necessary for further clarification or clarification of items submitted.

1.3 References

a. The Bidder must present a minimum of three (3) references for which they have provided similar Plumbing parts, equipment, tools, and supplies within the last year. All references must include the name of the organization, a contact name, title, number, address, brief description of items provided and estimated quantities, location, and date(s) of services (07/01/2025 to 06/30/2026).

b. All references shall be for items/orders that are similar in nature, scope, and fairly equivalent in size to that of the items listed under this bid.

c. WPS reserves the right to solicit reference letters from known prior or existing customers of the Bidder.

1.4 Location

All bidders must have an office/branch or warehouse facility, with adequate inventory, located and based within Central Worcester County, Massachusetts, and must indicate as such on the bid sheet. Office/branch shall be currently open and operational and shall have been open and operational for the previous consecutive three (3) years.

1.5 Service Representative

The bidder shall provide contact information for a dedicated sales representative to be contacted for quotes, placement of orders, and general assistance as needed by WPS. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified. A secondary sales representative shall be required whenever the main contact is not available.

SECTION 2 - SUPPLIER REQUIREMENTS

2.1 Supplier Performance

a. It shall be the responsibility of the Supplier to be knowledgeable and familiar with any and all applicable federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the supply of materials under this bid, which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

b. Supplier shall supply any and all services in accordance with any and all Federal, State, County and City statutes, laws or regulations. Any fines levied due to failure to comply with any requirement shall be the sole responsibility of the Vendor. Lack of knowledge by the Supplier will in no way be a cause for relief from responsibility.

2.2 Delivery

a. Awarded vendor(s) will be required to deliver the majority of the materials and orders to the Facilities Department, Worcester Public Schools, 115 Northeast Cutoff, Worcester, MA 01606. Vendor will also allow pickup by authorized School District personnel*, at a store located within Worcester County, Massachusetts, when so desired by the Facilities Department.

WPS also reserves the right to have items delivered directly to a school or project site located within Worcester, Massachusetts. All deliveries, unless special order items, will be at no charge.

****Any/all District representatives picking an item up shall have a valid purchase order number and identification badge in which to charge the purchase against.***

b. The delivery of routine requirements should be made within forty-eight (48) hours, unless otherwise determined by the Facilities Department at the time of order. The delivery of emergency requirements cannot exceed two (2) hours or must be available for immediate pick-up from a local store located in Central Worcester County, Massachusetts. Failure to meet the delivery requirements will be cause for rejection of bid and/or termination of contract.

c. In the event a successful Supplier cannot meet the delivery requirements or the quantities, once an order has been placed, it must contact the WPS ordering department immediately, with an estimated delivery time that must be approved by said department. If the estimated shipment time period is not acceptable, then WPS has the right to use an alternate vendor to obtain the materials. Furthermore, the Facilities Department must approve any item that may lose its discounted price due to a special delivery request.

d. All delivery times and locations will be specified by the Facilities or ordering department at the time of or prior to the shipment of any order.

e. All items shall be packaged and shipped in containers that are suitable for storage or shipment, and all prices shall include standard commercial packaging.

f. Vendor(s) shall be responsible for delivery of items in new condition at point destination. Vendor(s) shall file with any carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. WPS will note, for the benefit of the vendor(s), when packages are not received in new condition and may reject any package that is damaged. In the event the material and/or services supplied to WPS are found to be defective or do not conform to specifications, WPS reserves the right to cancel the order upon written notice to the vendor and return the product to the vendor at the vendor's expense.

g. Failure to deliver as described herein will be cause for termination of any orders and the ordering from alternate vendors. Vendor may be held accountable for any increase in price due to its inability to deliver, which WPS incurs by ordering with an alternate vendor.

h. Delivery to City Departments / Locations shall adhere to same requirements as WPS. Delivery to City departments will be to location requested by department.

2.3 Acceptance

It is WPS's responsibility to thoroughly inspect the product(s) prior to acceptance. Delivery of product(s) to a WPS site, however, does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product(s) meet contract specifications and requirements listed in this document.

SECTION 3 - SCOPE & PRODUCT(S) DESCRIPTION

3.1 Description

a. WPS intends to purchase Plumbing parts, equipment, tools, and supplies under this bid, for use primarily by the Facilities Department for repair, maintenance and upkeep of existing facilities at various sites located throughout WPS. The need exists to have a proper source of supply that is responsive, readily available and able to meet WPS requirements with minimum delay in acquisition and/or delivery. Since WPS maintains minimal inventory, these items are procured on an "as required" or "emergency" basis only, and delays in acquisition are not acceptable. All potential bidders who wish to be considered for any award(s) to supply these items to WPS shall fulfill the requirements as listed herein.

b. Yearly expenditures under this bid have been estimated at \$50,000.00 for WPS and \$40,000.00 for City. These figures are given strictly as an estimate for potential bidders and for bidding purposes only. A wide variance in actual expenditures can be expected due to "as necessary" or "emergency" procurement habits. Therefore, no guarantee is given or implied as the total quantity or dollar values of this bid. WPS is not obligated to place any order with vendors participating in this bid. Contract awards will only guarantee a specific source of supply for the WPS Facilities Department, and will not guarantee or obligate total dollar expenditure.

c. It is the Supplier's responsibility to be knowledgeable and familiar with and supply all items under this bid which comply with all current federal, state and local laws, codes, rules and regulations. All services will be in accordance with any and all governing requirements and shall conform to all laws, ordinances, codes, rules and regulations including state, local and federal. Services shall comply with all governing codes and regulations and shall meet or exceed the accepted standards of the industry. NO STATEMENT WITHIN THIS DOCUMENT SHALL NEGATE COMPLIANCE WITH ANY APPLICABLE GOVERNING REGULATION.

3.2 Description of Sites

- a. WPS currently has over fifty (50) sites located throughout Worcester, MA, that may place orders under this bid. A list of sites and addresses will be found in Exhibit B. Please note that this list may not be all-inclusive.
- b. The specific sites listed herein may not be all-inclusive. WPS reserves the right to add additional sites or delete sites as necessary for the duration of the contract. Pricing will be held for any additional site based upon the pricing given herein.
- c. The majority of orders under this bid will be placed by the Facilities Department; however, the bidder shall note that any WPS or City department or site may place orders for items under this bid. The prices submitted by bidders under this bid will be held for any WPS or City site.

3.3 Plumbing Parts, Equipment, Tools, & Supplies - Specifications

The categories listed below are generalizations of the parts, equipment, tools, and supplies WPS may require under this bid. They are by no means all inclusive, nor is it a guarantee WPS will require all items listed. Items are listed only to give bidders an idea of the type of merchandise vendors should carry to become a supplier to WPS. Bidder shall provide pricing for all products on the bid sheet.

Plumbing Materials & Components

- Pipe & Tubing - copper (Type UM/K). PEX. PVC, CPVC. cast iron, black steel
- Fittings - elbows, tees, couplings, unions, reducers, bushings, caps, nipples
- Valves - ball valves, gate valves, check valves, mixing valves, pressure-reducing valves
- Fixtures - toilets, sinks, faucets, showers, drinking fountains, mop sinks
- Drains & Traps - P-traps, floor drains, cleanouts, interceptors, roof drains
- Water Heaters - tank-type, tankless, commercial boilers, circulators
- Pumps - sump pumps, sewage ejectors, booster pumps, recirculation pumps
- Backflow Prevention - RPZ devices, double-check assemblies, vacuum breakers
- Gaskets & Seals - wax rings, rubber gaskets. O-rings, flange seals

Plumbing Tools

- Hand Tools - pipe wrenches, basin wrenches, adjustable wrenches, pliers, tubing cutters
- Power Tools - drills, press tools, sawzalls, pipe threaders
- Pipe Working Tools - pipe benders, reamers, deburring tools, flaring tools
- Inspection Tools - inspection cameras, leak detectors, pressure gauges
- Drain Cleaning Tools - augers, snakes, jetters, plungers

Installation Supplies

- Fasteners & Supports - hangers, clamps, brackets, threaded rod
- Sealants & Adhesives - pipe dope, Teflon tape, silicone, PVC/CPVC cement
- Insulation - pipe insulation, heat tape, sleeves
- Mounting Hardware - escutcheons, plates, anchors, bolts
- Gauges & Meters - pressure gauges, flow meters, temperature gauges

Water Quality & Treatment

- Filtration - sediment filters, carbon filters, housings
- Treatment Systems - softeners, UV systems, chemical feed systems
- Testing Supplies - test kits, pH meters, chlorine test strips

Safety & Compliance Items

- PPE- gloves, goggles, respirators
- Code Compliance Materials - approved fittings, venting materials, fire-rated sealants
- Lockout/Tagout - tags, locks, valve lockout devices

Specialty Commercial Plumbing Items

- Commercial Fixtures - flushometers, sensor faucets, bottle fillers
- Grease & Oil Management - grease traps, interceptors, monitoring systems
- Mechanical Room Equipment - expansion tanks, mixing valves, hydronic pumps
- Medical & Lab Plumbing - vacuum systems, specialty faucets, emergency eyewash/shower units

UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

3.4 Plumbing Parts, Equipment, Tools, & Supplies - Awards

- a. Due to the wide range of needs and requirements of the Facilities Department, it will be necessary to award contracts to multiple responsible vendors. A maximum of three awards may be made to the three lowest, responsive and responsible bidders.

3.5 Pricing - Manufacturer's Suggested Retail Price (MSRP) Discounts

All prices or discounts submitted under this bid shall be quoted FOB destination, include inside delivery to any WPS site, and shall be firm for the duration of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to WPS during the course of the contract.

- a. WPS utilizes several manufacturers, including, but not limited to: Amprobe, AT&T, AVCOM, Bogen, Broan, Dayton, General Electric, Ideal, Klein, ITE Siemens, Lenox, Leviton, Mohawk, Olympic, Phillips, Racor, Rigid, Squared Distribution, Sylvania, Tektronix, Three-Com, Westinghouse, and Wiremold. WPS understands that each bidder could potentially be a distributor for several manufacturers. Therefore, WPS is requesting that bidders indicate on the appropriate area on the bid sheet any discount offered per manufacturer. A letter from each Manufacturer, stating that the bidding company is indeed an authorized distributor for, may be requested after bid opening and prior to an award. Bidder shall list its single fixed percentage discounts offered, to be calculated from the most current MSRP as listed on the bid sheet, for those manufacturers it can supply to WPS. Single-fixed percentage discount offered shall be firm for the duration of the contract. Discount should not be predicated upon receiving a certain size minimum order.
- b. Discounts should be offered based on order quantities of one (1) or more. Discounts cannot be a range or list of percentages. The discount must be one firm percentage per manufacturer/commodity, as listed on the bid sheet. A list of the most common manufacturers utilized by WPS has been provided; however, bidder(s) should list all manufacturers that are not listed with corresponding discounts it is willing to offer.

- c. Bidder agrees to provide all manufacturer's published price lists available, upon awarding of this contract, to WPS and at any time after the bid has been opened and/or analyzed or during the course of the contract.
- d. WPS reserves the right to request from bidder(s) separate manufacturer certification of all statements made under this bid. Bidder may submit manufacturer certifications with submittal if desired.
- e. Bidders must provide the manufacturer's published list price, website, or catalog pricing available to Worcester Public Schools (WPS) upon request. An updated list will be made available, upon request, after the bid has been opened and/or analyzed or during the course of the contract.
- f. Specialty/Custom Orders: All specialty or custom orders must incorporate the manufacturer's cited discount provided in the bid.

3.6 Catalogs / Inventory List / Website

- a. Bidder shall indicate on the bid sheet the best method to view its inventory (i.e., website, printed catalog or other). If a current catalog is printed, the bidder shall submit with its bid. If no catalog is available, the bidder shall indicate the best, current website or inventory list that is available. This information will assist WPS in its award process to view the variety of items the bidder is capable of handling and to gain an idea of its warehouse capabilities.
- b. WPS may request at any time during the contract, for the vendor to supply a current website, inventory list, catalogs, etc., as necessary.

3.7 Plumbing Parts, Equipment, Tools, & Supplies Sample List

- a. The bid sheet reflects a sampling of Plumbing parts, equipment, tools and supplies that has a relatively high usage with WPS. This list is by no means all-inclusive, and is provided strictly for bidding purposes and will assist in the award of the contract. The bid price sheet requires prospective bidders to provide pricing for ALL of the items listed.
- b. Bidders shall also include percentage discount pricing on the manufacturers listed herein. Bidders are not required to provide discount on all manufacturers. All prices quoted shall be FOB destination and shall include inside delivery to the Facilities Department, Worcester Public Schools, 115 Northeast Cutoff, Worcester, Massachusetts 01606, as well as the list of schools found in Exhibit B. These percentage discounts will be used during the course of the contract for items not specifically listed on the pricing pages of this bid. They will not be factored into the rule for award.
- c. If the item listed specifies a manufacturer, then that manufacturer is considered to be the standard of quality that is acceptable. Other manufacturers for those items will be considered, and bidders should list the manufacturer they are bidding if different from that listed and supply back-up documentation on item and/or manufacturer to demonstrate it meets or exceeds the manufacturer listed. If part numbers or manufacturers which are listed in this bid are no longer available, bidders shall update the part number/manufacturer with the most current and up-to-date model and shall indicate as such on the bid sheet.

3.8 Reconditioned Material

All items sold under this bid shall be NEW as specified herein. During the course of the contract, if a vendor believes that furnishing used or reconditioned goods, equipment, tools, supplies will be in WPS's best interest,

the vendor shall notify the ordering department. The vendor shall notify the ordering department and inform it of the reasons and any benefits that may accrue to WPS if it authorizes the use of reconditioned goods, materials, supplies, or components. If approved by WPS, approval will be in writing from an authorized agent of WPS.

3.9 Quotes

Awarded vendors shall provide quotes for products upon request by any City or School department. All quotes shall include reference to the City contract and to the manufacturer discount as per agreement.

EXHIBIT A

References (please use additional paper if necessary):

Reference #1 Name of Organization:

Contact Name/Title:

Phone Number:

Address: _____

City/State/Zip:

Types of Goods Sold:

Dates of Services (mm/yy to mm/yy):

Reference #2 Name of Organization:

Contact Name/Title:

Phone Number:

Address: _____

City/State/Zip:

Types of Goods Sold:

Dates of Services (mm/yy to mm/yy):

Reference #3 Name of Organization:

Contact Name/Title:

Phone Number:

Address: _____

City/State/Zip:

Types of Goods Sold:

Dates of Services (mm/yy to mm/yy):

EXHIBIT B

DOHERTY QUADRANT

Name of school	Address	Zip
Chandler Elementary	114 Chandler St	01609
Dual Language Magnet	525 Chandler St	01602
Doherty Memorial High	299 Highland St	01602
Durkin Administration Bldg	20 Irving St	01609
Elm Park	23 N Ashland St	01609
Fanning Bldg	24 Chatham St	01608
Flagg St	115 Flagg St	01602
Forest Grove Middle School	495 Grove St	01605
Jacob Hiatt	772 Main St	01610
May St	265 May St	01602
Midland St	18 Midland St	01602
Mill Swan Headstart	337 Mill St	01602
Nelson Place	35 Nelson Place	01605
Parent Infomation Center	768 Main St	01610
Tatnuck Magnet	1083 Pleasant St	01602
Taylor Bldg	770 Main St	01610
West Tatnuck	300 Mower St	01602
Foley Stadium	305 Chandler St	01602

BURNCOAT QUADRANT

Name of school	Address	Zip
Burncoat High School	179 Burncoat St	01606
Burncoat Middle School	135 Burncoat St	01606
Burncoat Prep	526 Burncoat St	01606
Clark St	280 Clark St	01606
Greendale Headstart	130 Leeds St	01606
Harlow St	15 Harlow St	01609
Lincoln St	549 Lincoln St	01605
McGrath Elementary	493 Grove St	01605
Norrback Ave School	44 Malden St	01606
Facilities Dept.	115 NE Cutoff - Bldg 2	01606
Thorndyke Rd School	30 Thorndyke Rd	01606
Wawecus Rd School	20 Wawecus Rd	01605
Worcester Arts Magnet	315 St Nicholas Ave	01606
Worcester Technical High School	1 Officer Manny Familia Way	01605

SOUTH QUADRANT

Name of school	Address	Zip
Canterbury St	129 Canterbury St	01603
Claremont/Woodland Academy	15 Claremont St	01610
Columbus Park	75 Lovell St	01603
Gates Lane	1238 Main St	01603
Goddard	14 Richards St	01603
Heard St	200 Heard St	01603
Millbury St Headstart	389 Millbury St	01610
New Citizens Center	1407A Main St	01609
Quinsigamond School	14 Blackstone River Rd	01607
South High	170 Apricot St	01603
Sullivan Middle	140 Apricot St	01603
University Park Campus	12 Freeland St	01603
Vernon Hill	211 Providence St	01607

NORTH QUADRANT

Name of school	Address	Zip
North High School	140 Harrington Way	01604
Belmont St School	170 Belmont St	01605
City View	80 Prospect St	01605
Gerald Creamer Center	120 Granite St	01604
Grafton St School	311 Grafton St	01604
Lake View	133 Coburn Ave	01604
Rice Sq School	76 Massasoit Rd	01604
Roosevelt	1006 Grafton St	01604
Union Hill	1 Chapin St	01604
Worcester East Middle School	420 Grafton St	01604

EXHIBIT C
PLUMBING SUPPLIES
PRICING SHEETS

ITEM #	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	30	ea	Pro Press 1/2" 90° elbow	\$ _____	\$ _____
2	30	ea	Pro Press 1/2" cap	\$ _____	\$ _____
3	30	ea	Pro Press 1/2" coupling	\$ _____	\$ _____
4	30	ea	Pro Press 1/2" female adapter	\$ _____	\$ _____
5	30	ea	Pro Press 1/2" male adapter	\$ _____	\$ _____
6	30	ea	Pro Press 1/2" tee	\$ _____	\$ _____
7	30	ea	Pro Press 3/4" 90° elbow	\$ _____	\$ _____
8	30	ea	Pro Press 3/4" cap	\$ _____	\$ _____
9	30	ea	Pro Press 3/4" coupling	\$ _____	\$ _____
10	30	ea	Pro Press 3/4" female adapter	\$ _____	\$ _____
11	30	ea	Pro Press 3/4" male adapter	\$ _____	\$ _____
12	30	ea	Pro Press 3/4" tee	\$ _____	\$ _____
13	30	ea	Pro Press 1" tee	\$ _____	\$ _____
14	30	ea	Pro Press 1" 90° elbow	\$ _____	\$ _____
15	30	ea	Pro Press 1" cap	\$ _____	\$ _____
16	30	ea	Pro Press 1" coupling	\$ _____	\$ _____
17	30	ea	Pro Press 1" female adapter	\$ _____	\$ _____
18	30	ea	Pro Press 1" male adapter	\$ _____	\$ _____
19	30	ea	Pro Press 2" 90° elbow	\$ _____	\$ _____
20	30	ea	Pro Press 2" cap	\$ _____	\$ _____
21	30	ea	Pro Press 2" coupling	\$ _____	\$ _____
22	30	ea	Pro Press 2" female adapter	\$ _____	\$ _____
23	30	ea	Pro Press 2" male adapter	\$ _____	\$ _____
24	30	ea	Pro Press 2" tee	\$ _____	\$ _____
25	50	ea	Sloan A71 inside cover	\$ _____	\$ _____
26	5	ea	Sloan hy83am actuator assembly	\$ _____	\$ _____
27	10	ea	Ballcock supply line 3/8" x 12"	\$ _____	\$ _____
28	5	ea	Willoughby base insert 380897	\$ _____	\$ _____
29	10	ea	Black pipe nipple 1"x1"	\$ _____	\$ _____
30	10	ea	Black pipe nipple 1"x2"	\$ _____	\$ _____
31	10	ea	Black pipe nipple 1"x3"	\$ _____	\$ _____
32	10	ea	Black pipe nipple 1"x4"	\$ _____	\$ _____
33	10	ea	Black pipe nipple 1"x5"	\$ _____	\$ _____
34	10	ea	Black pipe nipple 1"x6"	\$ _____	\$ _____
35	50	ft	Cast iron pipe 3"	\$ _____	\$ _____
36	50	ft	Cast iron pipe 4"	\$ _____	\$ _____
37	10	ea	No hub 2" 45° elbow	\$ _____	\$ _____
38	10	ea	No hub 2" 90° elbow	\$ _____	\$ _____
39	10	ea	No hub 2" cleanout	\$ _____	\$ _____
40	10	ea	No hub 2" tee	\$ _____	\$ _____
41	10	ea	No hub 2" wye	\$ _____	\$ _____
42	10	ea	No hub 3" 45° elbow	\$ _____	\$ _____
43	10	ea	No hub 3" 90° elbow	\$ _____	\$ _____
44	10	ea	No hub 3" cleanout	\$ _____	\$ _____
45	10	ea	No hub 3" tee	\$ _____	\$ _____
46	10	ea	No hub 3" wye	\$ _____	\$ _____
47	10	ea	No hub 4" 45° elbow	\$ _____	\$ _____
48	10	ea	No hub 4" 90° elbow	\$ _____	\$ _____
49	10	ea	No hub 4" cleanout	\$ _____	\$ _____
50	10	ea	No hub 4" tee	\$ _____	\$ _____
51	10	ea	No hub 4" wye	\$ _____	\$ _____
52	5	ea	Acorn checkstop 2415 000 001	\$ _____	\$ _____
53	10	ea	Chicago Faucet 305 VBRXKRCF	\$ _____	\$ _____

Bidder Name: _____

ITEM #	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
54	10	ea	Chicago Faucet body 1102 LESAB	\$ _____	\$ _____
55	10	ea	Chicago kitchen faucet 200 301978AB	\$ _____	\$ _____
56	5	ea	Chicago kitchen faucet 200A w/ sprayer	\$ _____	\$ _____
57	15	ea	Chicago spout HA8AE3JKABCP	\$ _____	\$ _____
58	10	ea	Sloan H1006A control stop kit	\$ _____	\$ _____
59	200	ft	Copper tube 1" L	\$ _____	\$ _____
60	300	ft	Copper tube 1/2" L	\$ _____	\$ _____
61	100	ft	Copper tube 2" L	\$ _____	\$ _____
62	200	ft	Copper tube 3/4" L	\$ _____	\$ _____
63	5	ea	Willoughby deck mount 320424	\$ _____	\$ _____
64	30	ea	Sloan EBV1022A diaphragm	\$ _____	\$ _____
65	30	ea	Sloan A156A disc	\$ _____	\$ _____
66	30	ea	Sloan A15A disc	\$ _____	\$ _____
67	10	ea	3/8" escutcheon chrome	\$ _____	\$ _____
68	30	ea	Flanged tailpiece 1 1/2"x12"	\$ _____	\$ _____
69	30	ea	Flanged tailpiece 1 1/2"x12" brass	\$ _____	\$ _____
70	15	ea	Korky flapper 100BP	\$ _____	\$ _____
71	15	ea	Korky flapper 2000BP	\$ _____	\$ _____
72	10	ea	Willoughby flow control .5 gal	\$ _____	\$ _____
73	30	ea	Sloan gasket Vvbf511/2	\$ _____	\$ _____
74	30	ea	Sloan guide assembly A163A	\$ _____	\$ _____
75	30	ea	Sloan handle kit 5302000	\$ _____	\$ _____
76	5	ea	Sloan handle seal B39	\$ _____	\$ _____
77	30	ea	Sloan inside cover A71	\$ _____	\$ _____
78	10	ea	DAP Kwik Seal clear	\$ _____	\$ _____
79	10	ea	DAP Kwik Seal white	\$ _____	\$ _____
80	20	ea	No hub 4 band clamp 2"	\$ _____	\$ _____
81	20	ea	No hub 4 band clamp 3"	\$ _____	\$ _____
82	20	ea	No hub 4 band clamp 4"	\$ _____	\$ _____
83	20	ea	Angle stop 1/2" FIP x 3/8"	\$ _____	\$ _____
84	20	ea	Angle stop 1/2" SWT x 3/8"	\$ _____	\$ _____
85	20	ea	Angle stop 3/8" FIP x 3/8"	\$ _____	\$ _____
86	20	ea	Straight stop 1/2" SWT x 3/8"	\$ _____	\$ _____
87	10	ea	Chrome angle stop 1/2" SWT x 3/8"	\$ _____	\$ _____
88	10	ea	Chrome angle stop 3/8" SWT x 3/8"	\$ _____	\$ _____
89	80	ea	Sloan O ring H553	\$ _____	\$ _____
90	5	ea	Sloan O ring H553 pk/24	\$ _____	\$ _____
91	30	ea	P trap 1 1/2" brass	\$ _____	\$ _____
92	30	ea	P trap 1 1/4" brass	\$ _____	\$ _____
93	5	ea	Sloan HY108A push button	\$ _____	\$ _____
94	20	ea	PVC trap 1 1/2"	\$ _____	\$ _____
95	20	ea	PVC trap 1 1/4"	\$ _____	\$ _____
96	30	ea	Sloan relief valve A19AU	\$ _____	\$ _____
97	30	ea	Sloan relief valve A38A	\$ _____	\$ _____
98	3	ea	Gerber service sink cast iron	\$ _____	\$ _____
99	3	ea	Acorn servometer 2563 020 002	\$ _____	\$ _____
100	20	ea	Slip joint extension 1 1/4"x12"	\$ _____	\$ _____
101	15	ea	Sloan slip joint nut #10	\$ _____	\$ _____
102	15	ea	Sloan slip joint nut #14	\$ _____	\$ _____
103	10	ea	American Standard snap on disk seat	\$ _____	\$ _____
104	15	ea	Closet bolt kit snap off	\$ _____	\$ _____
105	30	ea	Sloan spud 1 1/2" x 1/2"	\$ _____	\$ _____
106	30	ea	Sloan spud assembly complete	\$ _____	\$ _____
107	30	ea	American Standard spud 047003 0070A	\$ _____	\$ _____
108	50	ea	SS lav supply 3/8" x 20"	\$ _____	\$ _____
109	30	ea	SS supply 16" x 1/2" FIP x 3/8"	\$ _____	\$ _____
110	25	ea	SS P.O. plug 1 1/4"x6"	\$ _____	\$ _____
111	30	ea	Sloan stop insert 1"	\$ _____	\$ _____

Bidder Name: _____

ITEM #	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
112	15	ea	Tank lever K series	\$ _____	\$ _____
113	50	ea	Threaded tailpiece 1 1/4"x12"	\$ _____	\$ _____
114	20	ea	Sloan Royal II toilet 186 0.5	\$ _____	\$ _____
115	30	ea	Institutional toilet seat SS hinges	\$ _____	\$ _____
116	20	ea	Two piece P.O. plug w/ strainer	\$ _____	\$ _____
117	50	ea	Sloan urinal relief A19AU	\$ _____	\$ _____
118	20	ea	Sloan Royal urinal 111 1.6	\$ _____	\$ _____
119	25	ea	Sloan V 500 AA 1 1/2"x 24 1/2"	\$ _____	\$ _____
120	50	ea	Sloan vacuum breaker V651A	\$ _____	\$ _____
121	30	ea	Sloan B 50 A handle repair kit	\$ _____	\$ _____
122	10	ea	Acorn water chamber 16185	\$ _____	\$ _____
Award Based on aggregate total* Bidders must bid all items to be considered for award*				Grand Total*	\$ _____ *

Bidder Name: _____

EXHIBIT D

MANUFACTURER DISCOUNTS

	MANUFACTURERS	% DISCOUNT
1	A.O. SMITH	_____ %
2	AMERICAN STANDARD	_____ %
3	APOLLO VALVES	_____ %
4	BELL & GOSSETT	_____ %
5	BEMIS	_____ %
6	CHARLOTTE PIPE	_____ %
7	CHICAGO FAUCET	_____ %
8	DELTA	_____ %
9	ELKAY	_____ %
10	FERNCO	_____ %
11	HONEYWELL	_____ %
12	KOHLER	_____ %
13	LENOX	_____ %
14	LIBERTY PUMPS	_____ %
15	MAXITROL	_____ %
16	MILWAUKEE	_____ %
17	MOEN	_____ %

18	MUELLER INDUSTRIES	_____%
19	NIBCO	_____%
20	OATEY	_____%
21	RHEEM	_____%
22	RIDGID	_____%
23	ROTHENBERGER	_____%
24	SIOUX CHIEF	_____%
25	SLOAN	_____%
26	SPEAKMAN	_____%
27	SYMMONS	_____%
28	T&S BRASS	_____%
29	TACO	_____%
30	VICTAULIC	_____%
31	WARD MANUFACTURING	_____%
32	WATTS	_____%
33	ZURN	_____%

[illegible][illegible]

CORI COMPLIANCE / GENDER IDENTITY & EXPRESSION

Vendors entering into contracts with the City of Worcester must affirm that their policies regarding CORI information are consistent with the CORI hiring standards set by the City of Worcester. The City's CORI hiring policy may be downloaded from City of Worcester website www.worcesterma.gov. Questions pertaining to the City's CORI hiring policy are to be directed to the Equal Employment Opportunity Officer, Executive Office of Human Resources at hr@worcesterma.gov

CERTIFICATION

All Vendors must check one of the three lines below.

1. _____ CORI checks are not performed on any Applicants.
2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth with the CORI hiring standards set by the City of Worcester.
3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth with the CORI hiring standards set by the City of Worcester. (a copy of the Vendor's written CORI policy must accompany this form).

(Typed or printed name of person
signing quotation, bid or proposal)

Signature

Name of Business

A Vendor with a CORI policy that does NOT conform to the City standards must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver granted by the City. For any waiver to be granted, a written request should accompany bid submission explaining in detail why the vendor fails or refuses to comply with the City's CORI hiring standards.

Gender Identity Standards Applicable to Vendors

The city will do business only with vendors that have adopted and employ Gender Identity policies, practices and standards that are consistent with city standards.

The city may review all vendors' Gender Identity policies and practices for consistency with city standards.

By signing this bid, vendor confirms that their Gender Identity policies, practices and standards are consistent with those of the City of Worcester. For further information please refer to the Ordinance Relative to Gender Identity and Expression found at www.worcesterma.gov or call the LGBTQ Liaison/Director of Human Rights & Disabilities at 508-799-8486.

VENDOR/SERVICE PROVIDER CERTIFICATION

TO BE AWARDED A VENDOR/SERVICE CONTRACT, ALL PARTS OF THIS FORM THAT APPLY TO YOUR BID MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

Bidder is a Minority Business Enterprise (MBE) - see reverse for definition Yes_____ No_____

Bidder is a Woman Business Enterprise (WBE) - see reverse for definition Yes_____ No_____

IF SUBCONTRACTING any portion of the service covered by this bid, the successful bidder shall demonstrate a good faith effort to seek and use TEN PERCENT (10%) Minority and FIFTEEN PERCENT (15%) Women-owned Businesses.

A. YOUR INTENT TO SUBCONTRACT. CHECK (✓) THE APPROPRIATE BOX:

☐

No work will be subcontracted. Complete Section "C" only.

☐

Some work will be subcontracted. Complete Section "B" and "C"

B. LIST SUBCONTRACTORS Engaged to do any portion of this Bid.

Check (✓) the appropriate box and give complete information.

☐

MBE

☐

WBE

☐

OTHER

Firm Name: _____

Street Address: _____

City/State/Zip _____

Work subcontracted: _____ Dollar Value \$ _____

Check (✓) the appropriate box and give complete information.

☐

MBE

☐

WBE

☐

OTHER

Firm Name: _____

Street Address: _____

City/State/Zip _____

Work subcontracted: _____ Dollar Value \$ _____

C. ITEM/SERVICE BID ON: _____ BID NO.: _____

Firm Name: _____

Street Address: _____

City/State/Zip _____

For purposes of the City’s classification and reporting program, the following definitions apply:

Minority Business Enterprise (MBE) – a for profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by minority group members. “Minority group members” are U.S. citizens who are African-American, Latin American, Native American, Asian-Pacific American and Asian-Indian American. “Ownership” by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more such individuals. Further, those minority group members control the management and daily business operations.

Women Business Enterprise (WBE) – a for profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by women group members. “Ownership” by women means the business is at least 51% owned by women or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more women. Further, those women group members control the management and daily business operations.

STATE LAW MANDATES THAT TO DO BUSINESS WITH THE CITY OF WORCESTER the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your bid:

DATE: _____

Pursuant to Mass. G.L. Ch. 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts State Tax Returns and paid all Massachusetts State and City Taxes required under law.

COMPANY NAME: _____

STREET ADDRESS: _____

CITY OR TOWN: _____

STATE: _____

ZIP CODE: _____

TELEPHONE NO.: _____

FAX NO. _____

SOCIAL SECURITY OR FEDERAL IDENTIFICATION NO.: _____

AUTHORIZED SIGNATURE: _____

FAILURE TO COMPLETE THIS FORM MAY RESULT IN REJECTION OF BID AND/OR REMOVAL FROM CITY BID LIST.

RIGHT TO KNOW

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. C111f 228, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. C111F S7 and the regulation contained in 441 CMR S21-05. Failure to submit a MSDS and/or labels on each container will place the vendor in noncompliance with the purchase order and/or contract. Failure to furnish MSDS's and/or labels on each container may result in Civil or Criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 1.1F or M.G.L. are cautioned to obtain and read the law and rules and Regulations referenced above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834 for \$2.00 plus \$.65 postage. In addition, copy of "Right to Know" law is available in Purchasing Department for review.

WAGE THEFT PREVENTION CERTIFICATION

By the Revised Ordinances, Chapter 2, Section 39, the city of Worcester has established requirements for certain contracts in an effort to prevent wage theft. Prospective contractors must provide the following certification and disclosures with their bids/proposals. The City will not award a contract without receipt of this completed certification.

INSTRUCTIONS: A prospective contractor shall **(a)** check Box 1 *OR* Box 2, as applicable, **(b)** check Boxes 3-5, **(c)** sign this form certifying compliance with the Wage Theft Prevention Ordinance, and **(d)** submit the completed form with its bid/proposal. For multi-year contracts, the successful bidder/proposer shall submit the completed form annually to the Purchasing Director.

Pursuant to the Wage Theft Prevention Ordinance, successful bidders/proposals shall post in conspicuous places the Mass. Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, Sec. 151, and the Fair Labor Standards Act (FLSA). The notice may be found at <http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>

ALL BIDDERS/PROPOSERS MUST CERTIFY THAT [check either Box 1 or Box 2, as applicable]

1. ☐ Neither this vendor/contractor nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA, within three (3) years prior to the date of this bid/proposal submission.

OR

2. ☐ This vendor/contractor, or a prospective subcontractor, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA, within three (3) years prior to the date of this bid/proposal submission. The firm shall provide a copy of the same with the bid/proposal.

ALL BIDDERS/PROPOSERS MUST CERTIFY EACH OF THE FOLLOWING

3. ☐ Within five (5) days of receiving notice, the vendor/contractor shall report and provide a copy of any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract provide the same to the Purchasing Director.

4. ☐ A vendor/contractor awarded a contract that has disclosed under paragraph 3 above shall, upon request, furnish monthly certified payrolls for the City contract as the Purchasing Director instructs and shall, at the discretion of the Purchasing Director, obtain a wage/payment bond or other suitable insurance as required by the Wage Theft Prevention Ordinance. Vendors/contractors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. ☐ The contractor shall post notices provided by the City in conspicuous places informing employees of the protections of the Wage Theft Prevention Ordinance, and applicable local, state and federal law.

The undersigned certifies under the pains and penalties of perjury that the contractor is in compliance and agrees to remain in compliance with the provisions of the Wage Theft Prevention Ordinance for the term of its contract with the City.

Signed: _____

Print Name & Title **Company Name** **Date**