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

BID INVITATION
(Supplies, Material, Equipment, Services)

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

BID NO. CR-8847-J7
DATE: October 13, 2026
CITY OF WORCESTER **Christopher J. Gagliastro, MCPPO** **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 required pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:

DATE: **October 27, 2026** TIME: **4:00 P.M. LOCAL TIME**

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

MARK ENVELOPE **"Bid No. CR-8847-J7, Tools, Night Life Program / 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: furnish and deliver tools as per the requirements and specifications of the City of Worcester Public Schools for a one-year period from date of contract. This contract may be renewed for two additional one-year periods, at the sole discretion of the City.

2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of $ None must accompany this bid.

3. **NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED**

4. A performance bond in the amount of $ n/a of the total dollar award is required.

5. A payment bond in the amount of $ n/a of the total dollar award is required.

6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: 39-43

7. **Questions pertaining to this bid must be directed to: Jerry Kucera in writing via e-mail at: KuceraJS@worcesterma.gov**

   - **Bid submissions may be emailed to: 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 request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.

10. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, etc., during this contract.

11. The Contract Agreement will be in the form customarily employed by the City of Worcester and is on file in the Purchasing Division at City Hall.

12. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. Conditional Bids Will Not Be Accepted.

13. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L.C.43 Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

14. As the City of Worcester is exempt from the payment of Federal Excise Taxes, and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.

15. **All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. Time reserved for award is ninety days.**

16. In case of error in the extension prices quoted herein, the unit price will govern.

17. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the City.

18. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.

19. Awards will be made to the bidder quoting the lowest net price in accordance with specifications.

20. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and The Department of Public Safety of the Commonwealth of Massachusetts.

21. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.

22. The contractor will not be permitted to either or underlet the contractor, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City.

23. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a Legal Holiday) from the date of the mailing of a notice from the City to him, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.

24. When quoting, the bidder shall submit a signed copy of this bid form, and if bid is accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form when submitting a bid. Bidder must sign and return complete forms.

25. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants, or agent, the amount of such damages shall be determined by the Purchasing Agent of the City of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.

26. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

INSURANCE AND WORKER'S COMPENSATION

27. 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 limits, of $ 1,000,000.00 (all owned, hired and non-owned autos).

29. COMPENSATION INSURANCE – Contractor shall furnish the City of Worcester with certificates showing that all of his or her employees who shall be connected with this work are protected under Massachusetts' statutory worker's compensation insurance policies.

30. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for any one of his employ during the execution of the contract.

31. Prior to starting on this contract, the Contractor shall deposit with the contracting officer certificates from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.

32. Except as may be otherwise stated herein, the Contractor shall also carry bodily injury and property damage insurance in amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engage in this contract.

DISCOUNT

33. Prompt pay discounts will be considered when determining the low bid except when discounts are for a period of less than 30 days. In this event discounts will not be taken into consideration when determining low bid.

34. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

GUARANTEE

35. The bidder to who a contract is awarded guarantees to the City of Worcester all equipment, materials and/or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

DELIVERIES AND COMPLETION

36. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the

successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.

37. The contractor shall familiarize himself with the location and facilities for storage.

38. The City, through its Purchasing Division, reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

SAMPLING AND ANALYSIS

39. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.

40. Samples of the product to be delivered may be taken by a representative of the City, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the City representative.

41. The representative of the City taking the samples, shall be given the opportunity, while sampling, to affix his signature to the delivery slip each item represented in his sample.

42. Any product after the sampling and analysis, not found meeting the requirements of the contract shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.

43. If any product is found that does not meet the analysis submitted by the bidder in his proposal, the Purchasing Agent may at his option exercise his right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.

44. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

45. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation; that no officer or agent of the City is directly or indirectly interested in this bid; and he proposes and agrees that if this proposal is accepted he will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.

46. No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or request for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" or a "sex offense involving a child" or a "sexually violent offense" or would meet the definition of "sexually violent predator" as those terms are defined in Chapter 6, Section 178C of the General Laws and who must register with the sex offender registry board.

47. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged from providing services or work pursuant to this contract. Without limiting the generality of the foregoing, intimidation,

threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.

48. The Contractor's performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. The Contractor shall further obtain from its employees authorization that appropriate City personnel may obtain all available criminal offender information ("CORI") from the Criminal History Systems Board. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted or assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.

49. The procurement officer shall award the contract to the lowest responsible and responsive bidder. The term "responsible bidder" means "a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance." Consistent with its duty to maintain public order and promote public safety, the City has determined that this contract is of a type and nature so as to be particularly sensitive due, at least in part, to the contractor's inherent access and dealings with the members of the general public. Therefore, the City has concluded that additional scrutiny is justified as it determines whether a particular bidder is responsible, having the integrity and reliability to properly perform the requested services. This may entail consideration of the contractor's system of oversight, training and supervision of its employees, including but not limited to its requirement of a high standard of customer service and courtesy in its dealings with the public. The bidder's care and diligence in hiring and assigning its employees will also be considered. In making its determination, the City reserves the right to examine any and all information at its disposal, including but not limited to prior City contracts, the experiences and information obtained from current and former customers (whether identified by the bidder as references or not), as well as other sources available to the City, including but not limited to court documents, newspapers, financial reports (such as DUNS), and certain police data and reports.

50. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal or otherwise shocking or offensive to the general public. The determination whether any particular behavior is illegal, criminal or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days' notice as otherwise provided herein

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name Address Zip Code

_____

_____

_____

_____

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(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.

PROPOSAL PAGE

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: South High School, Attn: Jonathan Camarra; Diesel Technology Program (170 Apricot St. Worcester, MA 01603)

This Bid includes addenda numbered _____

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

BIDDER TO COMPLETE ITEMS BELOW

Item No.	Quantity	Description				Price
		Furnish and deliver tools as per the requirements and specifications of the Worcester Public Schools **Award to be made in the aggregate, bidder must bid all items to be considered for award.** **Quotes may be emailed to KuceraJS@worcesterma.gov** **Questions must be directed to KuceraJS@worcesterma.gov**				**See Specifications & Pricing Pages**

TERMS, PROMPT PAY DISCOUNT _____% 30 DAYS, NET 45 DAYS.

DELIVERY AND/OR COMPLETION TO BE MADE WITHIN _____ DAYS FROM TIME OF NOTIFICATION BY THE CITY.

NAME OF BIDDER_____

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a second and/or 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 AND 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 Page

Tools, Night Life Program / WPS

Bid #: CR-8847-J7

Worcester Public Schools is seeking bids for the supply of tools and equipment for its Diesel Technology Program.

The resulting contract will be for a one-year term, with two optional one-year renewal periods, and items will be ordered on an as-needed basis throughout the contract term.

Quantities are estimated and are subject to change.

Equipment must be delivered to: South High School ATTN: Jonathan Camarra; Diesel Technology Program, 170 Apricot Street, Worcester, MA 01603.

*Bidders MUST state manufacturer, model name/number (See attached pricing page)

*All shipping costs must be included in this bid.

Pricing Page

Tools, Night Life Program / WPS

Bid #: CR-8847-J7

Item No.	Est. Annual Qty.	ITEM	Manufacturer	Model Name / Part #	Unit Price	Total
1	18	1/4, 3/8, 1/2 Inch Drive Shallow and Deep 6-Point Socket and Ratchet Set with Cases, 212-Piece (5/32 - 1-5/16 in., 4 - 32 mm)	_____	_____/_____	$_____	$_____
2	18	1/4, 3/8, 1/2 Inch Drive Adapter/Reducer Set (4-Piece)	_____	_____/_____	$_____	$_____
3	18	3/8 Inch Drive Deep 6-Point Impact Socket and Accessory Set with Case, 37-Piece (1/4-1 in., 6- 24 mm)	_____	_____/_____	$_____	$_____
4	18	3/8 Inch Drive x 12 Inch Flex Head Quick-Release Long Ratchet	_____	_____/_____	$_____	$_____
5	18	1/2 Inch Drive x 24 Inch Breaker Bar	_____	_____/_____	$_____	$_____
6	18	Combination Wrench Set with Racks, 34-Piece (1/4-1 in., 6- 24 mm)	_____	_____/_____	$_____	$_____
7	18	Phillips and Slotted Screwdriver Set - 4 Inch Shanks, 10-Piece (PO - P3, 3 - 8 mm)	_____	_____/_____	$_____	$_____
8	18	6-in-1 Phillips/Slotted Driver (Pl x 3/16 in., P2 x 1/4 in., Red)	_____	_____/_____	$_____	$_____
9	18	Pliers Set, 4-Piece (Groove Joint, Slip Joint, Long Nose, Diagonal Cutting)	_____	_____/_____	$_____	$_____
10	18	Locking Pliers Set, 4-Piece (Straight Jaw, Curved Jaw, Long Nose)	_____	_____/_____	$_____	$_____
11	18	Angled End Handled Pry Bar Set, 3-Piece (12, 17, 25 in.)	_____	_____/_____	$_____	$_____
12	18	Punch and Chisel Set with Roll, 20-Piece (Center, Solid, Pin, Chisel)	_____	_____/_____	$_____	$_____
13	18	26 oz. Dead Blow Hammer	_____	_____/_____	$_____	$_____
14	18	26 oz. Ball Peen Dead Blow Hammer	_____	_____/_____	$_____	$_____
		Grand Total* **Award Based on this amount*** **Bidder must bid all items**				$_____*

BIDDER NAME:_____

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.

CITY OF WORCESTER MINORITY AND WOMEN BUSINESS ENTERPRISE PROGRAM

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**