



**CITY OF HAVERHILL, MASSACHUSETTS**

**Invitation for Bid**

**IFB009.10**

**Janitorial Supplies**

**Bid Due Date: Thursday, September 3, 2009, 2:00 P.M.**

City of Haverhill Purchasing Department  
City Hall, Room 105  
4 Summer Street  
Haverhill, MA 01830-5875  
Telephone: (978) 374-2309  
Facsimile: (978) 521-4348  
[Purchasing@cityofhaverhill.com](mailto:Purchasing@cityofhaverhill.com)

City Of Haverhill  
City Hall  
Four Summer Street  
Haverhill, Massachusetts 01830-5876

**IFB009.10 Janitorial Supplies**

**I. General Information and Bid Submission Requirements**

- A. Sealed bids are requested by the City of Haverhill for Janitorial Supplies. Envelopes containing sealed bids will be accepted at the City of Haverhill, City Hall, Robert J. DeFusco C.P.M., Purchasing Department, Room #105, 4 Summer Street, Haverhill, Massachusetts 01830 until the time indicated and will be publicly opened and read by the Purchasing Director.
- B. Bids must be submitted by 2:00 p.m., Thursday, September 3, 2009, at which time they will be publicly opened and read. Postmarks will not be considered. Bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked "IFB009.10, Janitorial Supplies." Bids will be available for public inspection three (3) business days after the bid opening.
- C. The contract will be awarded by the City within sixty (60) days after the bid opening. The time for award may be extended up to 45 additional days by mutual agreement between the City and the successful bidder.
- D. Addenda: If any changes are made to the Invitation for Bid (IFB) an addendum will be issued. Addenda will be mailed, faxed, or emailed to all bidders on record as having picked up/downloaded the IFB. Contractors shall be responsible for ensuring that all addenda are in receipt prior to bid deadline. The City will require acknowledgement of any addenda issued to be included on the bid form.
- E. Questions concerning this bid must be submitted in writing to: Robert J. DeFusco, email [rdefusco@cityofhaverhill.com](mailto:rdefusco@cityofhaverhill.com), before 2:00 PM on Thursday, August 27, 2009. Question may be delivered, mailed, emailed or faxed. Written responses will be mailed, emailed or faxed to all bidders on record as having picked up/downloaded the IFB.
- F. A bidder may correct, modify or withdraw a bid by written notice received by the City prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_\_." Each modification must be numbered in sequence and must reference the original IFB.
- G. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing.
- H. The City may cancel this IFB, or reject in whole or in part any and all bids, if the City determines that the cancellation or rejection serves the best interests of the City of Haverhill.
- I. All bid prices submitted in response to this IFB must remain firm for ninety (90) days following the bid opening.
- J. Each bidder will submit two (2) copies including all required forms. All Bids submitted must include a signed certificate of non-collusion and tax compliance, reference listing, and a completed bid pricing sheet. In addition, each bidder will include within the sealed bid an Excel spreadsheet of their pricing in electronic format either on a diskette or CD.
- K. Funds Availability. All contract awards are subject to and contingent upon fund availability.
- L. Indemnity: Unless otherwise provided by law, the Contractor will fully and completely indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property that the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees. These provisions shall also include any liability which may result from a workers compensation claim or resulting third party action against the City.
- M. Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

**II. Purchase Description / Scope of Services:**

- A. The City of Haverhill will purchase Janitorial Supplies during Fiscal Year 2010.
- B. All bid prices must remain firm throughout the contract term.
- C. The bid price shall be F.O.B. Destination. Deliveries will be made to individual locations per instructions on purchase orders.
- D. No charges will be allowed for freight, express, transportation, shipping or cartage.
- E. The quantities specified in Appendix A are projected estimates and may be increased or decreased in accordance with the demands of the City during the term on the contract award.

### **III. Quality Requirements:**

- A. Bidders will submit pricing for products specified.
- B. The City may require a trial period prior to acceptance of substitute products to prove their effectiveness. The City may reject items it feels do not meet the quality standard required.

### **IV. References:**

- A. Commercial: Listing of three (3) contracts which the Bidder is furnishing or has furnished during the last five (5) years similar Janitorial Supplies. Complete Appendix C.
- B. Financial References demonstrate a stable and secure financial position. Bidders must include a business information report or business profile from a credit reporting agency dated no earlier than sixty (60) days prior to bid submission date. Dunn and Bradstreet number or other financial rating classification

### **V. Rule for Award:**

- A. Batteries, Containers, Floor Pads and Gloves will be awarded to the responsive and responsible bidder offering the lowest Total Commodity Cost.
- B. All Misc Commodity items will be awarded to the responsive and responsible bidder offering the lowest cost per line item.
- C. Determination of responsiveness and responsible shall be based solely on the following criteria: (1) Includes the required submittals, if applicable, and complete all required forms as described herein and (2) Financial references.

**VI. Bid Pricing Sheet:** See Appendix A.

**VII. Non Collusion Form and Tax Compliance Form:** See Appendix B.

### **VIII. Additional Contract Terms & Conditions:**

- A. The successful bidder shall comply with all applicable federal, state and local laws and regulations.
- B. Purchases made by the City are exempt from taxes and bid prices must exclude any taxes. Tax exemption certificates will be furnished upon request.
- C. Verbal orders are not binding on the City or work done without formal Purchase Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
- D. All words, signatures and figures submitted on the bid shall be in ink. Proposals, which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices, which contain abnormally high or low amounts for any item, may be rejected as informal.
- E. A Notice of Acceptance of the Bid will be mailed or furnished to the successful bidder within forty-five (45) days of the bid opening. A City Contract and / or a Purchase Order will follow the written Notice of Award.
- F. A bid must be signed as follow: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
- G. Any reference to a particular trademark, trade name, patent, design, type, specification, producer, supplier, or catalogue is not intended to restrict this solicitation to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the City may consider clearly identified offers of substantially equivalent goods and services submitted in response to such reference.

**Appendix B**  
**IFB009.10**  
**Certifications**

**I. CERTIFICATE OF NON-COLLUSION**

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 or individuals.

\_\_\_\_\_  
Signature of individual submitting bid or proposal

\_\_\_\_\_  
Name of Business

**II. TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. Chapter 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature of individual submitting bid or proposal

\_\_\_\_\_  
Name of Business

**Appendix C**  
**IFB009.10**  
**References**

Provide the names of at least five (5) communities and / or companies that purchased similar Janitorial Supplies in the last three (3) years.

Company	Contact	Address	Phone Number

Company \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_

Signature of Company Official \_\_\_\_\_

Printed Name of Company Official \_\_\_\_\_

Title of Company Official \_\_\_\_\_

Phone number \_\_\_\_\_

E-Mail \_\_\_\_\_



CITY OF HAVERHILL  
ARTICLES OF AGREEMENT

Janitorial Supplies  
IFB009.10

**(For information only. This contract will be completed by the City at time of award.)**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the CITY OF HAVERHILL ("the CITY"), a municipal corporation and existing under the laws of the Commonwealth of Massachusetts, and \_\_\_\_\_ a  corporation duly organized and existing under the laws of the Commonwealth/State of \_\_\_\_\_ or  as a D/B/A duly registered at: \_\_\_\_\_ ("The CONTRACTOR").

ADDRESS:

TELEPHONE AND FACSIMILE NUMBER:

**ARTICLE I. DEFINITION.** "THIS CONTRACT" as used herein shall mean that these Articles of Agreement and "the bid documents," which include without limitation, the instructions to bidders, the CONTRACTOR's bid or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the CONTRACTOR's bid or proposal.

**ARTICLE II. DURATION.** The Contractor shall commence the performance of THIS CONTRACT on or as soon thereafter as this agreement is fully executed and end on within thirty days of date of order.

**ARTICLE III.** The CONTRACTOR agrees to furnish and deliver supplies to Haverhill, MA (delivery point) all in accordance with the bid documents of \_\_\_\_\_, 2009 (bid opening date).

ESTIMATED CONTRACT VALUE: U.S. Dollars.

**ARTICLE IV. PAYMENT.** The CITY agrees to pay to the CONTRACTOR the sum set forth in the CONTRACTOR's bid.

**ARTICLE V. TERMINATION.** The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the CONTRACTOR's reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR's reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the CONTRACTOR's reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

**ARTICLE VI. DAMAGES.** From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the CITY may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the CITY as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

**ARTICLE VIII. INTERPRETATIONS AND APPROVALS:** Every contract which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

**ARTICLE IX. CONFLICT.** In the event there is a conflict between these Articles and the bid documents, the bid documents shall supercede these Articles.

ARTICLE X. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT is made subject to: the availability of funds, all the laws of the Commonwealth of Massachusetts and the ordinances of the CITY, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of THIS CONTRACT shall not be affected) and such law or ordinance shall be operative in lieu thereof.

ARTICLE XI. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The CITY may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XII. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract or transfer any interest in THIS CONTRACT without prior written consent of the CITY. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seals the day first above written.

Approved as to Form:

City of Haverhill:

\_\_\_\_\_  
William D. Cox, Jr., Esq.  
City Solicitor

\_\_\_\_\_  
James J. Fiorentini, Esq.  
Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Robert DeFusco  
Purchasing Director

FOR THE CONTRACTOR:

By: \_\_\_\_\_

Corporate Secretary:

Certified as to Availability of Funding:

\_\_\_\_\_  
Charles Benevento  
Director of Finance & City Auditor