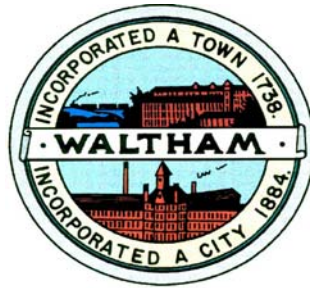


*The City of Waltham*



**Invites  
Interested Parties  
To propose the best offer and or bid  
For the service or product herewith described:**

**ADA Self Evaluation Report  
&  
Compliance and Transition Plan**

**The bid opening will be held: **Tuesday May 28, 2013 at 10:00 AM****

*Phone: 781-314-3244, Fax: 781-314-3245*

# **Table of Contents:**

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# **Invitation to Bid**

# The City of Waltham

## Purchasing Department

### REQUEST FOR BID (RFB)

Under the rules of M.G.L. Chapter 30b, the Chief Procurement Officer of the City of Waltham Purchasing Department hereby requests sealed bids for:

### **ADA Self Evaluation Report & Compliance and Transition Plan**

Price Proposals will be received at the office of the Purchasing Agent, City Hall, 610 Main Street, Waltham MA 02452, until,

**Tuesday May 28, 2013 at 10:00 am**

At which time and place the bids will be publicly opened and read.

Specifications and information available on line by visiting the Waltham Purchasing Department web site at [www.city.waltham.ma.us/open-bids](http://www.city.waltham.ma.us/open-bids)

**BIDS MUST BE SIGNED AND ENCLOSED IN A SEALED ENVELOPE AND MARKED:**

**BID FOR: ADA Self Evaluation**

If the Bidder is a corporation, state your correct corporate name and State of incorporation. If Bidder is a partnership, state names and addresses of partners. If Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

**EXCEPTION OR ALTERNATES TO SPECIFICATIONS, TERMS OF SALE, AND DISCOUNTS AVAILABLE, MUST BE INCLUDED IN THE BID PRIOR TO OPENING DATE.**

# Intent of Project

**The City of Waltham (“City”), is seeking quotations from qualified consultants (“Consultants”) to complete the “ADA Self Evaluation Report & Compliance and Transition Plan.”**

**AGREEMENT**

**CITY OF WALTHAM**

**ARTICLE 1.** This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the CITY OF WALTHAM, party of the first part, hereinafter called the CITY, by its MAYOR, and

\_\_\_\_\_

\_\_\_\_\_

hereinafter called the CONTRACTOR.

**ARTICLE 2.** Witnesseth, that the parties to this agreement, each in consideration of the agreement on the part of the others herein contained, do hereby agree, the CITY OF WALTHAM for itself, and said contractor for his heirs, executors, administrators and assigns as follows:

To furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished (except as otherwise specified) and deliver in and about the project and to do and perform all work in strict conformity with the provisions of this Contract and of the Notice to Bidders, bid, Project Manual, and Drawings hereto annexed. The said Notice to Bidders, bid, Project Manual, and Drawings are hereby made a part of this contract as fully and to the same effect as if the same had been set forth at length and incorporated in the contracts.

**ARTICLE 3.** In consideration of the foregoing premises the CITY agrees to pay and the CONTRACTOR agrees to receive as full compensation for everything furnished and done by the CONTRACTOR under this contract, as herein provided, such prices as are set forth in the accompanying bid.

This Agreement entered into as of the day and year first written above.

CITY OF WALTHAM, MASSACHUSETTS

**FOR THE CITY**

\_\_\_\_\_  
Jeannette A. McCarthy, MAYOR,  
City of Waltham  
Date: \_\_\_\_\_

\_\_\_\_\_  
John B. Cervone, City Solicitor  
Date: \_\_\_\_\_

APPROVED AS TO FORM ONLY

\_\_\_\_\_  
Kristen Murphy, Personnel Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
Joseph Pedulla, Purchasing Agent  
Date: \_\_\_\_\_

\_\_\_\_\_  
Paul Centofanti, Auditor  
Date: \_\_\_\_\_

I CERTIFY THAT SUFFICIENT FUNDS  
ARE AVAILABLE FOR THIS CONTRACT

**FOR THE COMPANY**

\_\_\_\_\_  
CONTRACTOR (Signature),  
Date: \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

# Instructions



## INSTRUCTIONS FOR BIDDERS

1. **READ ALL DOCUMENTS.**

Bidders should familiarize themselves with all the documents contained herein; it is mandatory that all Bids be in compliance with all the provisions contained in said documents.

2. **FORMS AND ATTACHMENTS.**

Bids are to be completed on the forms provided **ONLY** and enclosed in a sealed envelope marked on the outside "BID (title)" and the name and address of bidder. Attachments submitted in addition to the Waltham Purchasing Department produced forms may not be considered.

3. **PRINTED OR TYPED RESPONSE.**

All information must be typewritten or printed in ink, including the price the bidder offers in the space as provided on the bid form.

4. **CORRECTIONS.**

Bids that are submitted containing cross outs, white outs or erasures, will be rejected. All corrections or modifications to the original bid are to be submitted in a separate envelope, properly marked on the outside, "CORRECTION/ MODIFICATION TO BID (title)" and submitted prior to the bid opening.

**ALL DOCUMENTS SUBMITTED WITH YOUR RESPONSE WILL BE INCORPORATED INTO THE CONTRACT.**

5. **PRICE IS ALL INCLUSIVE.**

Bid prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including proper packing, cost of delivery, and in the case of services, completion of same, as per specifications. The Bid Price shall also include the Company's overhead and profits, travel and phone expenses, reproduction expenses and other similar expenses

6. **PRICE DISCREPANCY.**

In the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall prevail.

**7. EXPLANATIONS, EXCEPTIONS**

Explanations, exceptions or other information pertinent to the specifications may be made in writing and included in the same envelope with the bid.

**8. BID DEPOSITS.**

Bid deposits are to be made payable to the City of Waltham. In the event that the successful bidder fails to execute a Contract within (10) days of the receipt of said contract, such security shall be retained by the city as liquidated damages.

Unsuccessful bidders' deposits will be returned immediately following the award to said successful bidder.

**9. WITHDRAW.**

A Bid may be withdrawn by written request prior to the schedule for the Bid Opening. No withdrawals are permitted after the bid opening date and time. Withdrawals after the bid opening date will cause the forfeit of the bid Deposit.

**10. AWARD.**

Bids will be awarded not later than (90) ninety days after the scheduled bid opening date, unless otherwise stated, in the specifications. Unless otherwise specified, bids will be evaluated on the basis of, completeness of your RFP response, responsiveness, responsibility, best price and experience.

**11. AWARD CRITERIA.**

Qualified and responsive proposals will be evaluated based on Price, Qualifications, and Compliance with the bid requirements

**12. DISCOUNTS.**

Discounts for prompt payments will be considered when making awards.

**13. TAX EXEMPT.**

Purchases by the City of Waltham are exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.

**14. SAMPLES.**

The City of Waltham may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the City, so as to ascertain the product's suitability. If specifically stated in the Bid that samples are required, said samples must be submitted with the Bid prior to the Official Bid

Opening. Failure to submit said samples would be cause for rejection of Bid. All samples must be called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.

15. **ACTIVE VENDOR LIST.**

Vendors who wish to remain on the Active Bid List must either submit a Bid, No Bid, or a letter requesting same, no later than the Official Bid Opening. This is applicable to those vendors who have received the Invitation to Bid.

16. **FUNDS APPROPRIATION.**

**THE CONTRACT OBLIGATION ON BEHALF OF THE CITY IS SUBJECT TO PRIOR APPROPRIATION OF MONIES FROM THE GOVERNMENTAL BODY AND AUTHORIZATION BY THE MAYOR.**

17. **THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART OF ANY BID, WHICH IN THE OPINION OF THE AWARDING AUTHORITY, IS IN THE BEST INTERESTS OF THE CITY OF WALTHAM.**

18. **THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION, DEBARMENT CERTIFICATE AND THE CERTIFICATE OF VOTE AUTHORIZATION,** are required by statute and are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so. Failure to do so may disqualify the bid.

19. **STANDARD OF QUALITY.**

Where, in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the Bidder may select one or the other. If the Bidder proposes to offer a substitute as an equal, he shall so indicate on the Bid Form, the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and describe where it differs from the specifications. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid will be interpreted to mean that the Bidder will furnish the item or service as specified.

**20. MODIFICATION.**

No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties, hereto unless made and executed in writing by the parties hereto.

**21. ASSIGNMENT.**

The final payment for work done under this Contract shall be made only after the Contractor has signed a statement under the penalty of perjury, certifying that he has completed the work described in the final estimate. Neither party hereto shall assign this Contract or sublet it in part or as a whole without the prior written consent of the other party hereto. The Contractor shall not assign any sum or sums due or becoming due to him hereunder without the prior written consent of the City.

**22. DELIVERIES:**

a) The Contractor shall pay all freight and delivery charges. The Waltham Purchasing Department does not pay for shipping and packaging expenses. Items must be delivered as stipulated in the specifications. All deliveries must be made to the inside of city buildings. Sidewalk deliveries will not be accepted. City personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery, when necessary.

b) All items of furniture must be delivered inside the building, set up, in place and ready for use. Deliveries are to be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on holidays.

c) All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Waltham Purchasing Department until such items are accepted and signed for, in good order, by the receiving department.

d) The contractor must replace, without further cost to the Waltham Purchasing Department, such damaged or non-complying items before payment will be made.

**23. LABELING.**

All packages cartons or other containers must be clearly marked with (a) building and room destination; (b) description of contents of item number from specifications; (c)

quantity; (d) City of Waltham Purchase Order Number and (e) Vendor's name and order number.

**24. GUARANTEES.**

Unless otherwise stipulated in the specifications, furniture, equipment and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of delivery and acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced the contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make such replacement immediately upon receiving notice from the Purchasing Agent.

**25. SINGLE VENDOR.**

The Waltham Purchasing Department desires to award a single contract based on the Grand Total Price. However, where applicable, the City reserves the right to make multiple awards on a unit price basis if, in the opinion of the Waltham Purchasing Department, it is in the best interest of theWaltham Purchasing Department.

**26. CHANGE ORDERS.**

Change orders are not effective until, if, as and when signed by the Mayor and no work is to commence until the change orders are fully executed.

**28. BID OPENING INCLEMENT WEATHER**

If, at the time of the originally scheduled bid opening, City Hall is closed to inclement weather or another unforeseeable event, the bid opening will be extended until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

# **GENERAL CONDITIONS**

## GENERAL CONDITIONS

### 1. INFORMATION

All information shall come from the Office of the City Purchasing Agent. The Contractor shall inquire at this office for any information needed. Wherever the words “or equal as approved” are used, it is to be understood that the opinion of the City Purchasing Agent shall govern.

### 2. SUITS

The Contractor shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against the City and its sub-contractors arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the City, its agents, employees or any subcontractor in performing the work, under this contract.

### 3. LAWS AND REGULATIONS

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the Commonwealth of Massachusetts, the United States of America and all agencies having jurisdiction over this contract.

### 4. PROTECTION OF PROPERTY

The Contractor shall take all proper precautions to protect the City’s property from damage and unnecessary inconvenience. Any City property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.

### 5. PROTECTION OF PERSONS

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

### 6. CONTRACT DURATION.

This contract is for the period required to complete the full ADA Self Evaluation Report & Compliance and Transition Plan

7. **INSURANCE**

A. **WORKMAN'S COMPENSATION:** The Contractor shall provide insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor. Contractors shall provide insurance on a primary basis and the contractor's policy shall be exhausted before resorting to other policies. The contractor's policy is the primary one not the contributory.

B. **COMPREHENSIVE GENERAL LIABILITY**

Bodily Injury:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

C. **AUTOMOBILE (VEHICLE) LIABILITY**

Bodily Injury	\$2,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate

D. **UMBRELLA POLICY**

General liability	\$2,000,000
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Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: *"The City of Waltham is a named additional insured for all insurances under the contract, excluding Automobile and Workers Compensation coverage"*. The Certificate of Insurance must be mailed directly to:

Office of the Purchasing Agent  
Purchasing Department  
City of Waltham  
610 Main Street  
Waltham, MA 02452

8. **PERSONNEL:**

The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City Purchasing Agent shall have the right to require the Contractor to remove and/or



replace any of the personnel for nonperformance or for unprofessional behavior. The City Purchasing Agent may require the Contractor to submit a weekly performance record of the areas and of the work performed, on forms approved by the City Purchasing Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

9. **MATERIALS** *(if any required by the specifications)*

The City or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the City or its Agents.

10. **TERMINATION OF CONTRACT**

This contract may be terminated by the City upon deliverance to the Contractor of a five-day written notice of said termination.

11. **CONTRACT OBLIGATIONS**

Contract obligations on behalf of the City are subject to an annual appropriation to cover the contract obligation.

12. **BIDDER EXPERIENCE EVALUATION**

Each bidder shall submit with his bid, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their bid to be considered.

15. **NOT-TO-EXCEED AMOUNT**

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the City's Purchasing Agent, City Auditor, Law Department and the Mayor prior to the commencement of the change order work. No work is to begin until the proper approvals have been obtained. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided.

**16. FINANCIAL STATEMENTS.**

The City may require, within five (5) days after the bid opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder's financial stability.

**17 BREACH OF CONTRACT/ NON PERFORMANCE**

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

**18 RIGHT TO AUDIT**

The City of Waltham has the right to review and audit documents related to this contract. This right extends to any subcontractor, supplier or other entity used by the prime contractor to fulfill the obligations under this contract.

**19. CITY ORDINANCE. APPROVAL OF CONTRACTS BY MAYOR, SEC. 3-12 OF THE CITY ORDINANCES.**

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may,

where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

**NOTE**

**Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal**

# Specifications

## ADA Self Evaluation Report & Compliance and Transition Plan

### ***SPECIFICATIONS***

#### **PHASE 1 – All City Buildings**

- 1. Introduction:** The City of Waltham (“City”), is seeking quotations from qualified consultants (“Consultants”) to complete work required under the Scope of Work below. The final deliverable will be the **“ADA Self Evaluation Report & Compliance and Transition Plan.”** The selection of the Consultant will be made by the Personnel Director.

Federal law requires that local governments conduct a self evaluation of services, activities, and programs (“SAPs”) – including buildings and facilities like parks, playgrounds, beach access, sidewalks, curb cuts, etc. - to identify SAPs that are not consistent with federal requirements prohibiting discrimination against the disabled. Under Section 504 of the Rehabilitation Act of 1973 (“Section 504”), in pertinent part, “...no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance”.

- In 1990, Congress enacted the Americans with Disabilities Act (“ADA”). The ADA extended the requirement for a self evaluation to all programs and activities carried out by a local government (or state) *regardless of the receipt of federal assistance*. The City must comply both with Title I and Title II, prohibiting discrimination against the disabled in employment and by state and local governments, respectively. The **“ADA Self Evaluation Report & Compliance and Transition Plan”** will address compliance by the City with both Titles.
  - The Transition Plan component of the **“ADA Self Evaluation Report & Compliance and Transition Plan”** must: identify barriers to accessibility for all SAPs; improvements prioritized for each SAPs, and a rough cost estimate for each improvement. Over the years, the City has worked to remove many barriers to the disabled in city-owned buildings and facilities. Funding shortages have prevented the City from assessing and/or removing all barriers. However, the City remains committed to address barrier removal as funds become available.
  - The Compliance Plan component of the **“ADA Self Evaluation Report & Compliance and Transition Plan”** will address policy/procedural deficiencies (as contrasted with architectural barrier removal needs) required in SAPs to ensure access by disabled persons. The Compliance Plan will address equal employment opportunity, non-discriminatory operation of SAPs, and effective communication including designation by the Mayor of a public employee as an ADA Coordinator responsible for ensuring compliance with Titles I and II, provision of a notice to the public of rights under ADA, how the City will meet its obligations under Titles I and II, and the adoption of a grievance procedure.
  - To assist the Consultant with the self evaluation and the preparation of the **“ADA Self Evaluation Report & Compliance and Transition Plan”** the Mayor will appoint an Accessibility Task Force (“Task Force”) made up of representatives of the City’s SAPs. The Task Force will perform duties outlined in the Scope of Work.
- 2. Scope of Work:** The complete Scope of Work is as follows.
    - *Task 1: SAPs Self Assessment Protocol Survey:*

The Consultant will prepare a SAPs Self Evaluation Survey (“SAPs Survey”), to be a standard survey form. The Consultant will provide the SAPs Survey to each Task Force member and will prepare and offer a **training session** for members on data collection and completion of SAPs Surveys. The SAPs Survey will ask for data on the members’ SAPs including: whether contact with the public is direct or indirect (in buildings or facilities, the field, by mail, email, telephone, or other means, or a combination of direct and indirect contact); the extent of direct contact with the public; what provisions have been and are currently made to accommodate persons with disabilities in those direct contacts; what steps are taken to ensure effective communication of SAPs (e.g., posting documents on the City website); and what additional accommodations are necessary to enable access by disabled persons. To accompany the SAPs Survey, Task Force members must submit copies of all written policies and operating procedures for SAPs regarding enabling access by the disabled.

- *Task 2: Review of Existing Policies/Procedures and Studies and Reviews:*  
The SAPs Survey and all written policies and procedures and studies and reviews pertaining to access by the disabled (Task 1) will be collected from the Task Force members by the City and provided to the Consultant. The Consultant will be responsible for reviewing all collected information described in this task and identifying areas where changes/improvements are required.
- *Task 3: Field Investigations:*  
The Consultant shall conduct field investigation of City-owned buildings and facilities which have been identified as inaccessible through the SAPs Surveys. The purpose of the investigation is to identify all architectural barriers to access by the disabled - by priority - for buildings and facilities and to provide cost estimates for addressing/removing such barriers. See **Appendix A** (City-owned buildings and facilities).
- *Task 4: Model Policies/Procedures:*  
Based on the review by the Consultant of SAPs Surveys and of policies and procedures regarding access by the disabled, the Consultant will identify SAPs that do not have policies or procedures as well as policies and procedures that require modifications. The Consultant will be responsible for developing a model policy or procedure for use by SAPs to be included in the **“ADA Self Evaluation Report & Compliance and Transition Plan.”**
- *Task 5: Complete Draft “ADA Self Evaluation Report & Compliance and Transition Plan”:*  
Based on the completion of Tasks 1-4, the Consultant shall prepare a draft **“ADA Self Evaluation Report & Compliance and Transition Plan”** (“Draft”) consistent with the requirements of Titles I and II of the Americans with Disabilities Act of 1990 and the applicable regulations found at 28 CFR 35. The Draft must (1) summarize requirements under the ADA regulations for Title I and II; (2) include a Compliance Plan (identifying existing policies/procedures regarding access by the disabled; describing necessary modifications to existing policies/procedures; including a model policy/procedure to be adopted by SAPs regarding access by the disabled including a policy/procedure relating to equal employment opportunity, non-discriminatory operation of SAPs, and effective communication) and; (3) include a Transition Plan identifying existing architectural barriers in buildings and facilities and needed actions to remove such barriers in order of priority for buildings and facilities, and identify barriers that are not feasible to remove for structural, cost, or historic preservation reasons (4) provide cost estimates for needed barrier removal actions. **The Draft must be submitted to the City by no later than 90 days from the receipt of Notice to Proceed (NTP).**
- *Task 6: Public Hearing on Draft:*  
The City will schedule a public hearing at which the Consultant will make a presentation on the Draft (including priority barrier removal needs). The date, time, and location will be set by the Personnel Director. The City will post 14 days public notice of the hearing in the City Hall and on the City website. The notice

will state that the Draft is available for public review and is available at the City Hall and on the City website and that comments may be submitted for up to ten days following the day of the public hearing.

- **Task 7: Complete Final “ADA Self Evaluation Report & Compliance and Transition Plan”:**  
The Consultant shall prepare the final “ADA Self Evaluation Report & Compliance and Transition Plan” (“Final”) to include a summary of all comments submitted at the public hearing and during the ten day comment period. The Final must also indicate whether each requested change to the Draft was incorporated into the Final and if not why not. Consultant will provide City with four (4) hard (paper) copies of the Final as well as a copy on a CD.

**3. Completion Schedule:**

Tasks 1 – 5 must be completed by **no later than 90 days from the receipt of Notice to Proceed (NTP)**.  
Tasks 6 and 7 must be completed by **45 days after the acceptance of the Draft by the City**

**4. Lead Agency:**

The Personnel Department will be the lead agency for the Consultant supervising work described in the Scope of Work. Representation on the Task Force will ensure continued involvement. Upon request by Personnel Director the Consultant will report on progress.

**5. Submission Requirements:**

Interested Consultants should submit a not-to-exceed price proposal for completion of work described in the Scope of Work. **The total budget may not exceed \$20,000.00.** Consultant will provide a resume for each person who will participate in performing required work, three professional references, and two or more examples of similar work with contact information. The City reserves the right to reject proposals/parts thereof or to solicit new proposals and to award contracts as it deems in its best interest. All proposals will remain property of the City. Proposals must be submitted to the following address by **Tuesday May 28, 2013 at 10:00 AM**

Attn: Joseph Pedulla, CPO  
Purchasing Department  
City of Waltham  
610 Main Street  
Waltham, MA 02452

Work will commence upon selection of a Consultant, execution of a contract and attachments (**Appendix A**) between City and Consultant and issuance of a Notice to Proceed by City. The City is an Affirmative Action/Equal Opportunity Employer and encourages proposals from qualified M/WBE firms. The City’s facilities, programs, and services are accessible to persons with disabilities. Questions will be presented in writing only until Five (5) days before the bid opening date. No questions will be accepted after that date. E-mail your questions to [Jpedulla@city.waltham.ma.us](mailto:Jpedulla@city.waltham.ma.us)

Include in your response the completed forms in the Compliance Section as well as the bid price form

## **COMPLIANCE FORMS**

**(PLEASE COMPLETE AND SUBMIT THESE FORMS WITH YOUR RESPONSE)**



**NON-COLLUSION FORM AND TAX COMPLIANCE FORM**

**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 of individuals. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

\_\_\_\_\_, \_\_\_\_\_  
(Signature of person signing bid or proposal)      Date

\_\_\_\_\_  
(Name of business)

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**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, & 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 person submitting bid or proposal      Date

\_\_\_\_\_  
Name of business

**NOTE**

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

**CERTIFICATE OF VOTE OF AUTHORIZATION**

Date:

I \_\_\_\_\_, Clerk of \_\_\_\_\_ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That \_\_\_\_\_ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that \_\_\_\_\_ is duly elected/appointed \_\_\_\_\_ of said corporation

SIGNED:

(Corporate Seal)

\_\_\_\_\_  
Clerk of the Corporation:

Print Name: \_\_\_\_\_

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COMMONWEALTH OF MASSACHUSETTS

County of \_\_\_\_\_

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, \_\_\_\_\_

Notary Public;

My Commission expires: \_\_\_\_\_

**CORPORATION IDENTIFICATION**

The bidder for the information of the Awarding Authority furnishes the following information.

If a Corporation:

Incorporated in what state \_\_\_\_\_  
President \_\_\_\_\_  
Treasurer \_\_\_\_\_  
Secretary \_\_\_\_\_  
Federal ID Number \_\_\_\_\_

If a foreign (out of State) Corporation – Are you registered to do business in Massachusetts?

Yes \_\_\_\_\_, No \_\_\_\_\_

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

If a Partnership: (Name all partners)

Name of partner \_\_\_\_\_  
Residence \_\_\_\_\_  
Name of partner \_\_\_\_\_  
Residence \_\_\_\_\_

If an Individual:

Name \_\_\_\_\_  
Residence \_\_\_\_\_

If an Individual doing business under a firm's name:

Name of Firm \_\_\_\_\_  
Name of Individual \_\_\_\_\_  
Business Address \_\_\_\_\_  
Residence \_\_\_\_\_  
Date \_\_\_\_\_  
Name of Bidder \_\_\_\_\_  
By \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Business Address \_\_\_\_\_ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City State Telephone Number Today's Date

**DEBARMENT CERTIFICATION**

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham.

“Principals” means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract or prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the City of Waltham, the contract will be cancelled and the award revoked.

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Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_

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

Signed by Authorized Company Representative: \_\_\_\_\_

\_\_\_\_\_ Print name. Date \_\_\_\_\_

**PRICE SHEET**

**My Company offers to provide the services specified within this document for the Not-To-Exceed Amount of:**

**\$** \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_  
(Amount in words)

**My company recognizes receipt of Addenda #** \_\_\_\_\_

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**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## APPENDIX A

<b>Building Inventory, City of Waltham</b>	
<b>#</b>	<b>Building</b>
1	Building #1 Fire Station Municipal Center
2	Building #2 Police Station Municipal Center
3	Building #3 Public Works Building Municipal Center
4	Building #4 Garage Municipal Center
5	City Hall 610 Main Street
6	Civil Defense Building 29 Lexington Street
7	Field House 155 Bacon Street
8	Fire Station Moody Street
9	Fire Station Willow Street
10	Fire Station Prospect Street
11	Fire Station Lake Street
12	Fire Station 699 Trapelo Road
13	Fitzgerald School 138 Beal Road
14	Stanley Senior Center 488 Main Street
15	Government Center Offices 119 School Street
16	Jonathan Bright School 260 Grove Street
17	Kennedy Middle School 655 Lexington Street
18	MacArthur Elementary School 540 Lincoln Street
19	Municipal Center Comm/DPW Main Street
20	Northeast Elementary School Putney Lane
21	Office Building - Town Offices 25 Lexington Street
22	Office Building - Police Sub Station 11 carter Street
23	Public Library 741 Main Street
24	Recreation Offices Prospect Hill Park
25	Robert Treat Paine Conference Facility 610 Main Street
26	Senior High School 617 Lexington Street
27	South Middle School 510 Moody & High Streets
28	Wire Department 25 Lexington Street
29	William F Stanley Elementary School 250 South Street
30	McDevitt Middle School 75 Church Street
31	Northeast Elementary Putney Lane
32	Plympton School 948 Main Street
33	Veterans Memorial Ice Rink Totten Pond Road
34	Whittemore School 30 Parmenter Road
35	Hardy Apartment Building, 57 Lake Street