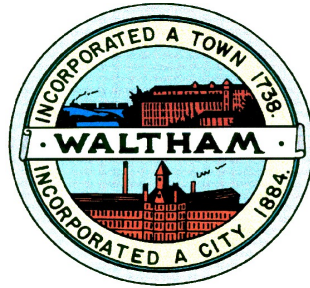


# The City of Waltham



**Invites**

**Interested Parties**

**To propose the best offer and or bid**

**For the service or product herewith described:**

**Automotive Body Repairs, All City Vehicles**

**(Except Large Fire Apparatus)**

**The Virtual Zoom Bid Opening will be held:**

**Friday May 28<sup>th</sup>, 2021 at 10:00AM**

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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 Purchasing Department of the City of Waltham

hereby requests sealed bids for:

**Automotive Body Repairs, All City Vehicles  
(Except Large Fire Apparatus)**

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

Waltham MA 02452, until,

**Friday May 28<sup>th</sup>, 2021 at 10:00AM**

At which time and place the bids will be publicly opened and read via ZOOM. The Virtual Meeting information will be posted on our website.

Specifications and information are available at the Purchasing Agent's Office or on the Waltham Purchasing Department web site at [www.city.waltham.ma.us/bids](http://www.city.waltham.ma.us/bids)

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

**BID FOR: Automotive Body Repairs, All City Vehicles**

If the Bidder is a corporation, state your correct corporate name and State of incorporation. If the Bidder is a partnership, state names and addresses of partners. If the 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 wishes to enter in a contractual agreement with a local Automotive Body Shop to repair all body damages sustained by City Vehicles for a period of three (3) years.

**AGREEMENT**

**CITY OF WALTHAM**

**ARTICLE 1.** This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the CITY OF WALTHAM, party of the first part, hereinafter called the CITY, by its MAYOR, and

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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, including all work required by not included in the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work specified, and for well and faithfully completing the work, and the whole thereof, 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

\_\_\_\_\_  
Michael Chiasson, Director, CPW  
Date: \_\_\_\_\_

\_\_\_\_\_  
Crystal Philpott, 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 MAY BE INCORPORATED INTO THE CONTRACT.**

**5. PRICE IS ALL INCLUSIVE.**

Bid prices shall encompass everything necessary for furnishing the service including materials, supplies or overhead expenses, profit, travel, administrative expenses, etc. The hourly rate is inclusive and fixed.

**6. PRICE DISCREPANCY.**

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

**7. EXCEPTIONS.**

No Exceptions will be acceptable to the City. The City's intent is to purchase precisely what is specified in the document. Only equal or better grade specifications shall be considered by the City.

**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 the following rating, which will apply to all Price, Technical, and Compliance requirements.

**12. DISCOUNTS.**

Discounts for prompt payments, based on City Pay Day, 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 Waltham Purchasing Department 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 AND THE CORPORATION INFORMATION, 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.**

**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. STABILITY of AGREEMENT:**

Section 1. The failure of the City or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the City or of the Union to future performance of any such term or condition and the obligations of the Union or of the City to such future performance shall continue in full force and effect.

Section 2. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation, ordinance or order promulgated by the City.

Section 3. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions hereof and the remaining parts of provisions shall remain in full force and effect.

**23. DELIVERIES (if applicable):**

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.

**24. LABELING** *(if applicable).*

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.

**25. GUARANTEES.**

Unless otherwise stipulated in the specifications all repairs and 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.

**26. 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 the Waltham Purchasing Department.

**27. BEST AND FINAL OFFER.**

The Waltham Purchasing Department reserves the right to request best and final offers from one or more bidders. Best and final offer will be exercised should the CPO deem it is in the best interest of the Waltham Purchasing Department in order to obtain the best value.

**28. 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.

**29. 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.

**30. TIE BREAK.**

In the event of a tie where both vendors were responsive and responsible the vendors with a tie agree to a coin toss to determine the winner. The Coin toss will be executed in the presence of both vendors and a witness from the Purchasing Office. The coin will be flipped by the Chief Procurement Officer in the presence of the two bidders. A written record of the process you used, including the results and the names of those participating. The low bidders shall sign an agreement stating that they will abide by the results of the tie breaker. As an alternative, you may allow for a "second round" between the tied vendors.

**31. BALANCED BIDDING and PENNY LINE BIDDING (if applicable).**

Bids should be made on each separate item of work shown in the BID with reasonable relation to the probable cost of doing the work included in such items. The right is reserved to reject wholly any Bid where an item or items thereof are obviously unbalanced or appear to the CITY to be so unbalanced as to affect or to be liable to adversely affect any interests of the CITY. The attention of the Bidder is called to the fact that unbalancing of Bids may adversely affect the CONTRACTOR if certain portions of the work are increased or decreased.

**32. ORIGINAL SIGNATURES.**

Where a signature is required in the bid documents, the vendor is required to place an original "wet" signature. The Certificate of Vote Authorization, Certificate of Non Collusion Certificate, Tax Compliance Certificate, Debarment Certification, Notary Public Certification and the Bid Form (price form) MUST bear an original "Wet" signature by the authorized corporate officer. The Notary Public Certification must be from a notary permitted to practice in this country. No certifications by a foreign Notary public will be accepted.

**33. PRINTING AND ASSEMBLY BID SUBMISSION.**

Bid responses shall be submitted in single page printing format. No double sided printing is accepted by the City. The response binding shall be with an appropriately sized clip binder. No staples, no metal or plastic binding is accepted.

**34. DELIVERY OF SEALED BIDS.**

Due to the COVID-19 Emergency, to ensure that all bids are received on time, the City is asking that you follow the procedure below:

**IF THE BID IS MAILED:**

The best delivery service is US Postal Service. While UPS, FEDEX and other carries do not have access to City Hall, the US Postal Service delivers inside City Hall daily. It is best to use the USPS overnight service to deliver your sealed bid.

**IF THE BID IS DROPPED OFF:**

The best way to make sure the bid is received on time and without cutting it too close to the bid deadline, is to have the bid dropped off the weekday before the due date. When dropping off the bid the day before the due date, the City is asking that you call ahead 781-314-3244 or 781-314-3240 so that the Purchasing Department can meet you at the door to accept your bid envelope.

# **GENERAL CONDITIONS**



## **GENERAL CONDITIONS**

### **1. INFORMATION.**

All information shall come from the Office of the City's Chief Procurement Officer/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's Chief Procurement Officer/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 them arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the Contractor, his 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 United States of America and all agencies having jurisdiction.

### **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 of one year from the date of the Mayor's Signature and renewable each anniversary for two additional one-year periods at the discretion of the City.

**7. INSURANCE.**

**A. WORKMAN'S COMPENSATION:** The Contractor shall provide by 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.

**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** \$2,000,000

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"*. **Failure by the contractor to provide a current and updated insurance policy, during the entire duration of the contract, may result in additional legal liability.**

**The Certificate of Insurance must be mailed directly to:**

**Office of the  
Chief Procurement Officer/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 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 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 Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.**

**9. MATERIALS.**

**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.

## **13. 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 CPO PRIOR to the commencement of the change order work. 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

## **14. 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.

## **15. 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.

**16. RIGHT TO AUDIT.**

The Waltham Purchasing Department 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.

**17. 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.

**18. ACTIVE REPARATION CLAIMS.**

Does your company or any of its Principals have an active reparation Claim with the City. A claim is any demand by a contract for the payment of disputed invoices, payment penalties, labor disputes, interest, etc. YES \_\_\_\_\_, NO \_\_\_\_\_ (*circle or check applicable*).

If YES Please explain the nature of the claim, date of the claim and City Department

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(Add an additional page if necessary)

**19. THE CITY OF WALTHAM EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION POLICY.**

The City of Waltham is committed to a policy of equal employment opportunity and to a program of affirmative action in order to fulfill that policy. The City will accordingly recruit and hire into all positions the most qualified persons in light of job-related requirements, and applicants and employees shall be treated in employment matters without regard to unlawful criteria including race, color, religion, ancestry, national

origin, sex, sexual orientation, disability, age, positive HIV-related blood test results, status as a disabled or Vietnam Era Veteran, genetic information, or gender identity or expression, as these terms are defined under applicable law, or any other factor or characteristic protected by law.

In addition, The City of Waltham recognizes that discriminatory harassment and sexual harassment are forms of unlawful discrimination, and it is, therefore, the policy of the City of Waltham that discriminatory harassment and sexual harassment will not be tolerated. The City of Waltham also prohibits unlawful harassment on the basis of other characteristics protected by law.

Further, employees and applicants will not be subjected to harassment or retaliation because they have engaged in or may engage in the following: filing a complaint or assisting or participating in an investigation regarding alleged discrimination or harassment as prohibited in the policy statement above; filing a complaint or assisting or participating in an investigation, compliance evaluation, or any other activity related to the administration of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA"), Section 503 of the Rehabilitation Act of 1973 ("Rehabilitation Act"), or the Affirmative Action provisions of federal, state or local law; opposing any act or practice made unlawful by VEVRAA requiring equal employment opportunities for individuals with disabilities, disabled veterans, or veterans of the Vietnam Era; or exercising any rights under VEVRAA or the Rehabilitation Act.

Sources: Titles VI and VII of the Civil Rights Act of 1964; the Immigration Reform and Control Act of 1986; Title IX of the Education Amendments of 1972; the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Age Discrimination Act of 1975; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; Section 402 of the Vietnam-Era Veterans Readjustment Assistance Act of 1974; Executive Order 11246 as amended; The Genetic Information Nondiscrimination Act of 2008 and such other federal, state and local non-discrimination laws as may apply.

## **20. BUY RECYCLING REQUIREMENTS.**

The City of Waltham's Buy Recycling Procedure follows the EPA's Comprehensive Procurement Guideline (CPG) program promoting the use of materials recovered from

solid waste. Buying recycled-content products ensures that the materials collected in recycling programs will be used again in the manufacturing of new products. The City requires that the purchase of products and material supplied by subcontractors originate, as often as practical, from the recycling of previously used materials.

**21. M.G.L. A. 156C § 67. CERTIFICATION OF AUTHORITY TO ACT FOR A LIMITED LIABILITY COMPANY (LLC)**

Limited Liability corporations are required to file with the City a certificate showing they have the authority to contract.

Any person who is identified on the certificate of organization, as amended, of a domestic limited liability company, or on the application for registration, as amended, of a foreign limited liability company, as a manager or as a person who is authorized to execute any documents to be filed with the office of the state secretary, is required to certify as to the incumbency of any manager or member and as to the authority of any person, whether or not such person is identified on the certificate of organization or on the application for registration, to act for the limited liability company, including without limitation with respect to the matters referred to in section sixty-six, and any such certification shall be binding on the limited liability company in favor of a person relying in good faith on such certification, notwithstanding any inconsistent provisions of the operating agreement, side agreements among the members, the managers or both, by-laws or rules, resolutions or votes of the limited liability company.

**22. COVID-19 BID OPENING**

Based on Governor Baker's declared state of emergency, in-person bid or proposal openings are not required at the present time to satisfy Chapter 30B. If a bid is not opened at a public meeting, Chapter 30B requires that the opening be in the presence of a witness or witnesses. Under the current emergency, the opening does not need to be witnessed in person. The opening can be livestreamed for the witnesses and recorded for public record purposes. For the present time and until the emergency is lifted by Governor Baker, the City of Waltham will not hold in-person bid openings or proposals. However, the city will continue to record and prepare a spreadsheet showing all of the prices received and distribute the same to all interested parties. Copies of the same bid results will also be posted in the City web site at [www.city.waltham.ma.us/bids](http://www.city.waltham.ma.us/bids)

# **Specifications**



## **SPECIFICATIONS**

**The City of Waltham is seeking bid responses from experienced vendors to provide vehicle auto-body work for the City fleet vehicles excluding the large fire apparatus. There are approximately 275 vehicles (see attachment) within the City fleet.**

**The vendor's shop should be located within the City of Waltham.**

**The Bidder's auto-body facilities must be in compliance with the latest applicable Federal/State and local laws, licensed to operate auto-body services and possess all tools, equipment and qualified personnel necessary to provide services.**

**All auto-body work must be performed to the highest quality standards acceptable to the City and in compliance with OEM specifications.**

**Once the service is complete, the vehicle must be delivered completely clean inside and out, back to the City.**

**The vendor must provide a complete and detailed invoice listing parts and labor hours before the invoice payment is made.**

**The contractor shall perform the required body repairs only after a fully executed purchase order is received by the vendor. No work is to be done to the vehicle(s) unless the purchase order bears the signature of the Mayor.**

**The City shall not pay for any environmental charge, fuel charges, or pick-up and delivery charges.**

**The vendor may be required to provide a written estimate of the repair cost prior to the issuance of the City purchase order. All estimates are provided free of charge.**

**Auto-body services provided shall be guaranteed against faulty material and workmanship in accordance with the manufacturer's standard warranty and are not to be contrary to any OEM specifications and/or recommendations for body-part replacement and repairs. Any faulty parts must be replaced by the contractor at no additional cost. At the time of ordering parts, the contractor shall provide warranty for the services to be performed. Upon completion of the ordered services, the contractor shall provide proper documentation specifying warranty of the services performed and any warranty forms. The warranty is for a period equivalent to the insurance required warranty but no less than one year.**

**The selected vendor must provide all labor, equipment and parts.**

**Contractor shall be responsible for the pick-up and delivery of the City vehicles to be repaired from its current location to the body shop, and back to the City location.**

**All vehicles shall be repaired to their original conditions as specified by the OEM and the City of Waltham.**

**Contractor must notify the City of Waltham of any delays to the repair of the vehicle. Contractors who have excessive delays may result in the termination of the contract.**

**The City reserves the right to inspect the body work during the repair process.**

**The City reserves the right to make changes to the repairs as it is performed.**

**All broken glass or other non-repairable parts are to be removed and replaced. All colors are to be matched and paint finishes are to show no bubbles, ripples, blisters, etc.**

**The contracted shop must prioritize the City work ahead of other repairs.**

**The contractor is informed and agrees the City shall receive payment from a third party (insurance). The City shall then pay directly the contracted body shop in full.**

**The City's selection of the body shop will be based on the hourly rate, parts percent markup, and references. Hourly rates shall not exceed the rates customarily paid by the insurance company.**

**The awarded contractor will receive and complete all auto body work for all City vehicles.**

**While the vehicle(s) is in the care of the vendor, any additional damages sustained by the vehicle shall be the responsibility of the contractor.**

**Any supplemental work needed shall be performed only after the City and the insurance company approves such repairs.**

**Minimum Qualifications: Shop shall have on staff a minimum of four (4) full-time body men.**

# **Compliance**

**(Required Documents.)**

# Compliance

The compliance documents in this section must be completed, signed and returned **with your bid package.**

## Purchasing Department

City of Waltham 610 Main Street, Waltham, MA 02452

Failure to submit the completed documents will cause the disqualification of the proposal.

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### Section Index

Check when Complete

- Non-collusion form and tax compliance form..... \_\_\_\_\_
- Corporation Identification Form..... \_\_\_\_\_
- Certificate of Vote Authority..... \_\_\_\_\_
- Certificate of Vote Authority, Limited Liability Company **(If an LLC)** \_\_\_\_\_
- Three (3) References..... \_\_\_\_\_
- Workman’s and General Liability Insurance..... \_\_\_\_\_
- Debarment Certificate ..... \_\_\_\_\_
- OSHA 10 Certificate for all Assigned Employees (MGL ch. 30, §39M and Ch 149)\_\_\_\_\_

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Your Company’s Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_, Date: \_\_\_\_\_

Service or Product Bid \_\_\_\_\_

**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.**

*(Original "wet" signature is required)*

**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)

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

*(Original "wet" signature is required)*

**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

\_\_\_\_\_  
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**

*(Original "wet" signature is required)*

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: \_\_\_\_\_

*(Original "wet" signature is required)*

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

*(Original "wet" signature is required)*

### 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 \_\_\_\_\_

*All must complete the section below*

Name of Bidder \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Telephone Number \_\_\_\_\_ Date \_\_\_\_\_



**PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES**

**1. Company Name:**

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

**2. Company Name:**

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

**3. Company Name:**

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

**NOTE**

**Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.**

*(Original signature is required)*

**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 Chief Procurement Officer of the City of Waltham at any time during the period of the contract of 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 \_\_\_\_\_

*(Original "wet" signature is required)*

**(Fill out if an LLC)**

**CERTIFICATE OF AUTHORITY LIMITED LIABILITY  
COMPANY**

The undersigned, being (a/the) duly elected, qualified and active (member/ manager) of \_\_\_\_\_,  
a Massachusetts limited Liability Company (hereinafter "the Company") Does Hereby Certify that:

1. The Articles of Organization of the Company were duly filed with the Office of the Secretary of State of the State of Massachusetts on \_\_\_\_\_ and the Articles of Organization have not been (further) amended.
2. The Company has complied with the publication requirements contained in Section 67 of the Limited Liability Company Law.
3. There exists an Operating Agreement of the Company and that the said Operating Agreement has not been amended or repealed and that the said Operating Agreement remains in full force and effect as of this date.
4. Neither the Articles of Organization nor the Operating Agreement (as amended) require any further act to be taken or a meeting to be held by its members other than as follows:
5. All said requirements, whether as contained in the Articles of Organization or in the Operating Agreement or by operation of law as to the transaction of \_\_\_\_\_, 20\_\_ have been met.
6. The following person or persons has/have been duly authorized by the Company to execute all documents in connection with said transaction and that the signature appearing to the right of their name(s) is his/her genuine signature. List Names, Office Held and Signature in a separate and attached sheet.

**NOTARY PUBLIC CERTIFICATION**

*(Original "wet" signature is required)*

IN Witness Whereof, the undersigned has executed this Certificate of Authority this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_,  
(Signature) (Print Name)

STATE OF MASSACHUSETTS, COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , before me, the undersigned personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/ they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: \_\_\_\_\_ (Wet Signature)

My Commission Expires: \_\_\_\_\_

Notary Stamp:

# **BID PRICE FORM**

**Follows**

*(Original "Wet" signature is required)*

### PRICE SHEET

The company listed below offers the fixed not-to-exceed price for the service described within this document for the:

HOURLY RATE \$ \_\_\_\_\_

HOURLY RATE FOR VEHICLES OVER 1 TON \$ \_\_\_\_\_

% MARKUP FOR PARTS \_\_\_\_\_ (no more than 12.5%)

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

Address: \_\_\_\_\_

Tel No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

Print Name and Title of Signatory: \_\_\_\_\_

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

Bidder Acknowledge Receipt of Addendum No. (s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**ATTENTION:** Hourly rates cannot exceed the rates customarily paid by insurance companies.