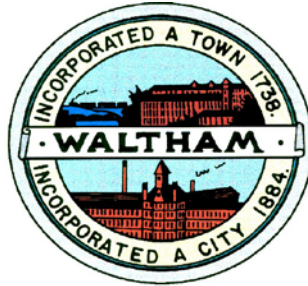


The City of Waltham



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

Carbon Monoxide (CO) Detectors Installation

The bid opening will be held: 10:00 AM, Tuesday September 12, 2017

Site Inspection & Pre-Bid Meeting: 10:00 AM Thursday August 31, 2017

(Meet the Waltham High School 617 Lexington Street, waltham)

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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 149 the Purchasing Department of the City of Waltham hereby requests sealed bids for:

Carbon Monoxide (CO) Detectors Installation

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

10:00 AM, Tuesday September 12, 2017

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

Specifications and information available at the Purchasing Agent's Office or in the Waltham Purchasing Department web site at www.city.waltham.ma.us/open-bids

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

BID FOR: Carbon Monoxide Installation

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 Purchasing Department of the City of Waltham wishes to procure material, parts and the installation of Carbon Monoxide Detectors in the Waltham School District

AGREEMENT

CITY OF WALTHAM

ARTICLE 1. This agreement, made this _____ day of _____, 2017 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, 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

Drew Echelson, School Superintendent
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.

6. PRICE DISCREPANCY.

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

7. PREVAILING WAGES

The Contractor is required to pay the prevailing wages as determined under the provisions of Chapter 149, Sections 26 and 27D of the Massachusetts General Laws, including the submission of weekly payrolls to the awarding authority. A copy of the prevailing wage schedule can be found at www.city.waltham.ma.us/open-bids .

8. 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.

9. 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.

10. 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.

11. 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.

12. 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, 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.

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

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 affect adversely 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 and the Bid Form (price form) MUST bear an original “Wet” signature by the authorized corporate officer. Electronic signatures are not allowed or accepted. 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.

GENERAL CONDITIONS

GENERAL CONDITIONS

8. INFORMATION

All information shall come from the Office of the City 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 Agent shall govern.

9. 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.

10. 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.

11. 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.

12. 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.

13. CONTRACT DURATION.

This contract is for the period required to complete the project from the date first placed by the Mayor's Signature.

14. 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 Purchasing Agent
Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02452

15. LABOR AND MATERIALS BOND

The Contractor agrees to execute and deliver to the City, a Labor and Materials Bond or a Payment Bond in the amount equal to 100% of the contract price. This contract shall not be in force until said bond has been delivered and accepted by the City. Bond to be issued by a company licensed by the Commonwealth of Massachusetts.

16. 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.

17. 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.

18. 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.

19. CONTRACT OBLIGATIONS

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

20. 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 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

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

TheWaltham 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.

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.

20. 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

(Add an additional page if necessary)

21. REVISED MBE/WBE GOALS FOR, (if applicable), CERTAIN STATE FUNDED BUILDING PROJECTS ONLY

Pursuant to M.G.L. c 7, §40N and M.G.L. c. 7, §61, the Supplier Diversity Office (“SDO”) (formerly SOMWBA) and the Division of Capital Asset Management (“DCAM”) have set revised participation goals for Minority Business Enterprise (“MBE”) and Women Business Enterprise (“WBE”) participation for affected state funded building projects and state assisted municipal building projects as defined in the above referenced laws and related Executive Orders, including Executive Orders 524 and 526.

Effective January 1, 2012, and until such time as the goals may be revised, the MBE and WBE participation goals for building construction and design awards and expenditures on new projects advertised on or after the effective date will be a combined MBE/WBE goal as follows:

14.4% combined MBE/WBE participation on construction contract awards;

Overall annual designations by awarding authorities, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation, or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal, will not be considered responsive. Where the

prime contractor or designer is an SDO certified MBE or WBE, the prime must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime contractor or designer on the project. Proposed participation on construction projects or design projects which consists solely of either an MBE or WBE representing 100% of the overall combined goal will not be considered reasonable participation. The SDO and DCAM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Firms submitting MBE/WBE participation plans which do not provide reasonable participation by both MBE/WBE firms shall be provided an opportunity to revise and resubmit their plans within the time frame set by the awarding authority; however no price adjustments shall be permitted as a result of the revised plan. Firms failing to submit an MBE/WBE participation plan deemed reasonable and accepted by the awarding authority shall not be awarded the contract.

Participation by MBE and WBE firms must be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and awarding authorities.

22. 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.

23. 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.

24. 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.

Specifications

Carbon Monoxide (CO) Detectors Procurement & Installation

City of Waltham developed a program for the new CO detectors installation in the following District's schools/locations:

School Building	Fire Alarm Model	CO Detector Locations
Waltham High School Auto Body/Auto Tech	Edwards EST 3 Fire Lite MS-10UD	Boiler Room, 2 Culinary Classes, 1 Equipment room, 16 Science rooms 2 Classrooms
Kennedy MS	FCI E3 Series	Boiler Room, Kitchen, 6 Science rooms
McDevitt MS	FCI E 3 Series	Boiler Room, Kitchen, 6 Science rooms
Fitzgerald	FCI E 3 Series	Boiler Room, Kitchen
MacArthur	FCI E3 Series	Boiler Room, Kitchen
Northeast Plympton	Siemens MXL Gamewell 610	Boiler Room, Kitchen, 7 PK Classrooms
Stanley	FCI E3 Series	Boiler Room, Kitchen, 4 PK Classrooms
Whittemore	FCI E3 Series	Boiler Room, Kitchen

SMMA recommendations for the CO devices selection, installation and wiring:

- Existing building fire alarm systems FCI E3, Gamewell 610, Edwards EST3 and Siemens MXL (total-9) are of the addressable type. The "smart" system type CO detectors can be wired into existing detection loops of these addressable type systems. The CO detectors and their wiring shall be as follows:
 - UL 2075 listed to be compatible with the fire alarm control panels by the different manufacturers.
 - Detector local audible signal – 85dB in alarm.
 - Detector shall have a trouble supervision feature.
 - Operating voltage – 12/24VDC.
 - Detector base shall allow to mount it to a single-gang electrical box (wall or ceiling).
 - Detectors shall be System Sensor model CO1224TR or equal.
 - Detectors shall be installed in the boiler room, kitchen and the classrooms in quantity as shown in the list above and be wired to the fire alarm control panel with unique address identification.
 - Upon CO detector alarm initiation, the detector shall sound a local audible alarm, and transmit a signal to the fire alarm control panel and to the remote annunciator (if exists).
 - Control module (CM) of the building fire alarm system shall be provided in the associated boiler and kitchen rooms. Upon alarm initiation by the CO detector in the room, a "dry" contact of CM module will close. The contact can be used to initiate mechanical /plumbing equipment control sequence (such as start of exhaust fan and/or natural gas

supply shutdown). Typically, the kitchen hoods are provided with the factory installed CO detection system. A hood CO detection system includes two detectors (one at each end of the exhaust hood). Once both detectors sense elevated CO levels, the system will close the gas solenoid valve feeding all gas fired equipment under the kitchen hood, and also cause the hood exhaust to ramp up to full capacity. The kitchen hood CO detection system reports to the fire alarm control panel. It should be field verified if any of the existing kitchen hoods in the (8) school buildings have been installed with the CO detection system.

2. Existing fire alarm system FireLite MS-10UD is of a conventional zoned type. The “smart” system type CO detectors can’t be used with this system type. The self-contained hardwired CO detectors are proposed for installation in the two classrooms in the Auto Body/AutoTech building.

The CO detectors shall be:

- Listed to UL2034.
 - Operating voltage – 120 VAC with battery back-up. Power to the detectors shall be provided from the existing 120 volt circuit in the room.
 - Detector local audible signal – 85dB in alarm.
 - Detector base shall allow to mount it to a single-gang electrical box (wall or ceiling).
 - Detectors shall be First Alert model CO5120BN or equal.
 - Upon CO detector alarm initiation, a local alarm will sound.
3. The Project must be completed within **ninety (90) Calendar days** from the date of the Notice-To-Proceed.

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.

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)..... _____

Before the commencement of the Job, the contractor must provide to the above office:

- Performance Bond and Payment Bond each for 100% of the contract value

Your Company's Name: _____

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 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 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 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: _____

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 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 _____

Name of Bidder _____

By _____

Signature _____

Title

Business Address _____ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City _____ State _____ Zip _____ Telephone Number _____

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.

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative:

Print name _____,

Date _____

(Original 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 that 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.

NAME	OFFICE HELD	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Original signature is required)

IN Witness Whereof, the undersigned has executed this Certificate of Authority this

_____ day of _____, 20_____.

(Signature)

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: _____

My Commission Expires: _____

Notary Stamp:

BID PRICE FORM

Follows

(Original signature is required)

PRICE SHEET

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

BASE BID \$ _____

Company Name: _____

Address: _____

Tel No.: _____ Email Address: _____

Authorized Signature: _____

Print Name and Title of Signatory: _____

Date: _____

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



CO1224 Series Carbon Monoxide Detectors with RealTest® Technology

The System Sensor CO1224T, CO1224TR, and CO1224A (Canada) Carbon Monoxide (CO) Detectors use a highly accurate and reliable electrochemical sensing cell to provide early warning of dangerous CO levels.

Features

- A 10-year end-of-life timer
- RealTest® enables a functional test using canned CO
- A code-required trouble relay
- Wiring supervision with SEMS terminals
- 12/24 VDC
- A low current draw of 20 mA in standby and 40 mA in alarm
- Versatile mounting for wall and ceiling
- Accurate and reliable electrochemical sensing technology
- Optional CO-PLATE CO Detector Replacement Plate to upgrade previously installed competitor detectors to the CO1224T or CO1224A.
- CO1224T tested up to 12,000 feet above sea level



When dangerous amounts of CO are detected, the CO1224 Series CO detectors alert residents by sounding and flashing a temp 4 signal alarm. With 24/7 central station monitoring, residents are guaranteed protection whether they are away from home, sleeping, or already suffering from the effects of CO.

The CO1224 Series detectors are designed for system operation. These detectors are fully listed to UL 2075 (US models only) and CSA 6.19-01 (Canada model only) and offer a code-required trouble relay to send a sensor failure or end-of-life signal to the control panel and the central station. The CO1224 Series detectors also use SEMS-type terminal Philips head screws for quicker and more positive wiring connections and code-required wiring supervision. With a low current draw, these detectors enable more devices to be connected to the panel, limiting the need to purchase extra power supplies or more expensive panels. As 12/24 VDC detectors, the CO1224 Series detectors will operate on most industry security and fire alarm control panels.

With RealTest® technology, the CO gas sensing cell used in the CO1224 Series CO detectors can be tested using a CO gas agent, fully meeting the requirements of NFPA 720: 2009 (US models only). Simply put the detector into RealTest mode, spray a small amount of CO into the detector per the installation instructions, and within seconds the detector will alarm, indicating successful gas entry. (See the reverse page or the user manual for complete instructions.)

Agency Listings



Note: CO1224T & CO1224TR are in full compliance with UL 2075 and CO1224A is in full compliance with ULC CSA 6.19-01.

CO1224 Series Detectors Carbon Monoxide Detector Specifications

Architectural/Engineering Specifications

Carbon monoxide (CO) detector shall be a system-connected System Sensor model number CO1224T or CO1224TR listed to Underwriters Laboratories UL 2075 for Gas and Vapor Detectors and Sensors. The Canadian model CO1224A, is ULC listed to CSA 6.19-01, for residential carbon monoxide alarm devices. The detector shall be equipped with a sounder and a trouble relay. The detector's base shall be able to mount to a single-gang electrical box or direct (surface) mount to the wall or ceiling. Wiring connections shall be made by means of SEMS screws. The detector shall provide dual-color LED indication that blinks to indicate normal standby, alarm, or end-of-life. When the sensor supervision is in a trouble condition, the detector shall send a trouble signal to the panel. When the detector gives a trouble or end-of-life signal, the detector shall be replaced. The detector shall provide a means to test CO gas entry into the CO sensing cell. The detector shall provide this with a test mode that accepts CO gas from a test agent and alarms immediately upon sensing CO entry. For the CO1224T only, the detector shall perform in the detection of CO up to 12,000 feet above sea level and alarm within the time specified by ANSI/UL 2034 for CO concentrations of 70, 150 and 400 parts per million (ppm), as verified by a Nationally Recognized Test Laboratory.

Electrical Specifications

Operating Voltage	12/24 VDC
Audible Signal	85 dB in alarm
Standby Current	20 mA
Alarm Current	40 mA (75 mA test)
Alarm Contact Ratings	0.5 A @ 30 VDC
Trouble Contact Ratings	0.5 A @ 30 VDC

Physical Specifications

Size: CO1224T & CO1224A	Length: 5.1 in (130 mm), Width: 3.3 in (84 mm), Height: 1.3 in (33 mm)
Size: CO1224TR	Diameter: 6.0 in (152 mm), Height: 1.3 in (33 mm)
Approximate Weight	CO1224T & CO1224A: 7 oz (198 g); CO1224TR: 11 oz (312 g)
Operating Temperature Range	32°F to 104° F (0°C to 40° C)
Operating Humidity Range	22 to 90% RH
Input Terminals	14 to 22 AWG
Mounting	Single-gang back box; surface mount to wall or ceiling

Operation Modes

Operation Mode	Green LED	Red LED	Sounder
Normal (standby)	Blink 1 per minute	—	—
Alarm	—	Blink in temp 4 pattern	Sound in temp 4 pattern

RealTest® Feature: The System Sensor CO1224 Series CO Detectors enable evaluation of the functionality of the CO sensing cell using a canned CO test agent.

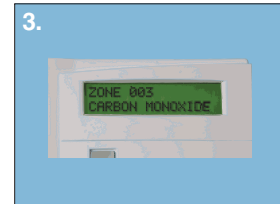
NOTE: Check with local codes and the AHJ to determine if a functional gas test is desired for an installation.



Push and hold the Test/Hush button for two seconds to enter RealTest mode. The green LED will flash once every second to indicate RealTest mode has started.



Spray canned CO agent into the detector.



Verify CO sensing at the control panel. The detector will automatically exit RealTest alarm mode after about 20-60 seconds.

Hush Feature: Pushing the Test/Hush button will silence the sounder for 5 minutes (except in RealTest mode).

Trouble Feature: When the detector is in a trouble condition, it will send a trouble signal to the panel.

End-of-Life Timer: After the detector's internal sensor has reached the end of its life, a trouble signal will be sent to the panel to indicate it is time to replace the detector. An electrochemical CO detector lifespan is about ten years. The detector must be replaced by the date marked on the inside of the product.

CO-PLATE: System Sensor also offers the CO-PLATE CO Detector Replacement Plate to cover the footprint (when necessary) of previously installed competitive carbon monoxide detectors that require replacement.



CO-PLATE

Ordering Information

Part No.	Description
CO1224T	12/24 volt, 6-wire system-monitored carbon monoxide detector with RealTest® Technology (US only)
CO1224TR	12/24 volt, 6-wire system-monitored round carbon monoxide detector with RealTest® Technology (US only)
CO1224A	12/24 volt, 6-wire system-monitored carbon monoxide detector with RealTest® Technology (Canada only)
CO-PLATE	CO detector replacement plate to cover the footprint of previously installed competitive detectors (US & Canada)



US: 3825 Ohio Avenue
St. Charles, IL 60174
800-SENSOR2
systemsensor.com

Canada: 6581 Kitimat Rd, Unit 6
Mississauga, Ontario L5N 3T5
800-SENSOR2
systemsensor.ca

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