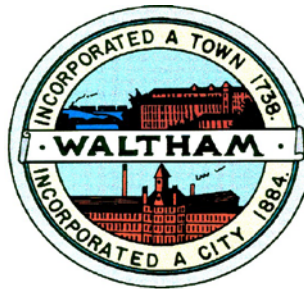


The City of Waltham



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

FURNISHING OF COPPER TUBING, CASTINGS AND PIPES, 2017

The bid opening will be held: 10.00 am Wednesday May 24, 2017

Table of Contents:

- **Invitation to Bid**
- **Intent of the Project**
- **Instructions**
- **General Conditions**
- **Specifications**
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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 30 B the Purchasing Department of the City of Waltham hereby requests sealed bids for:

FURNISHING OF COPPER TUBING, CASTINGS AND PIPES, 2017

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

10.00 am Wednesday May 24, 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: Copper Tubing, Castings and Pipes, 2017

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 Engineering Department of the City of Waltham wishes to purchase Copper Tubing, Castings and Pipes for one year period.

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

Stephen Casazza, City Engineer
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. 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 is exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.

14. SAMPLES. *(if Applicable)*

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

GENERAL CONDITIONS

GENERAL CONDITIONS

1. 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.

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 beginning on the date first placed by the Mayor's signature.

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 Purchasing Agent
Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02452
General liability

LETTER FROM A SURETY COMPANY CERTIFYING THAT THE CONTRACTOR IS QUALIFIED AND CAPABLE OF OBTAINING THE ABOVE BONDS MUST BE INCLUDED WITH HIS/HERS BID.

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 *(if applicable)*

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

10. TERMINATION OF CONTRACT

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

11. CONTRACT OBLIGATIONS

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

12. BIDDER EXPERIENCE EVALUATION

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

15. NOT-TO-EXCEED AMOUNT

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the 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. **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.

22. 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.

NOTE

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

Specifications

See also Price Spread Sheet

CITY OF WALTHAM, MASSACHUSETTS

SPECIFICATIONS AND BID FORM

CASTINGS & PIPES

The undersigned bids to furnish Castings and Pipes to the City of Waltham, in accordance with the terms, conditions, and specifications contained in the bid documents, as follows:

In accordance with M.G.L 30B, the undersigned certifies that the bidder has filed all state tax returns and paid all state taxes required under law. In accordance with M.G.L 30B, the undersigned certified that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or like entity.

Company Name: _____

Address: _____

Tel No.: _____ **Fax No.:** _____

Signature of Company Officer: _____

Name and Title of Signatory: _____

Social Security or Federal I.D. Number: _____

Date: _____

Bidder Acknowledge Receipt of Addendum No. (s):

Prices shall be inclusive, and should include all shipping, freight, packing, and delivery charges, for delivery to the designated location at the Municipal Center, 163-167 Lexington Street, Waltham MA.

Delivery of items ordered will be required within five (5) working days after receipt of order.

Contract duration will be for the period of 7-1-2017, or the date of the Mayor's signature, through 6-30-2018.

SEE ATTACHED BID SHEET

CITY OF WALTHAM, MASSACHUSETTS
SPECIFICATIONS AND BID FORM

COPPER TUBING

The undersigned bids to furnish Copper Tubing to the City of Waltham, in accordance with the terms, conditions, and specifications contained in the bid documents, as follows:

In accordance with M.G.L., the undersigned certifies that the bidder has filed all state tax returns and paid all state taxes required under law. In accordance with M.G.L., the undersigned certified that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or like entity.

THE FOLLOWING ITEMS ARE TO BE COMPLETED BY THE BIDDER:

Type K Soft Copper Tubing

All Copper Tubing must be seamless, meet ASTM standards and be 99.9% pure copper.

1" Type K copper tubing will be supplied in 60 linear foot coils.

2" Type K copper tubing will be supplied in 40 or 60 linear foot coils.

Prices shall be inclusive, and should include all shipping, freight, packing, and delivery charges, for delivery to the designated location at the Municipal Center, 163-167 Lexington Street, Waltham MA.

Delivery of items ordered will be required within five (5) working days after receipt of order.

Contract duration will be for the period of 7-1-2017, or the date of the Mayor's signature, through 6-30-2018.

CITY OF WALTHAM, MASSACHUSETTS
SPECIFICATIONS AND BID FORM

COPPER TUBING

Company Name: _____

Address: _____

Tel No.: _____ **Fax No.:** _____

Signature of Company Officer: _____

Name and Title of Signatory: _____

Social Security or Federal I.D. Number: _____

Date: _____

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

Item #	Description	Unit Price	Est. Quantity*	Total Item Price
Item #1:	1" Type K Copper Tubing	\$_____	3,000* LF	\$_____
Item #2:	2" Type K Copper Tubing	\$_____	200* LF	\$_____
Total				\$_____

*Linear feet provided are estimates of the City's likely use; the City may purchase more or may purchase less than the estimated amounts. Cash, trade, and quantity discounts must be calculated in the prices quoted. This contract shall not exceed the total contract price.

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 Authorization.....	_____
• Three (3) References.....	_____
• Workman's and General Liability Insurance.....	_____
• Debarment Certificate	_____
• Right-to-know Law.....	_____
• OSHA 10 Certificate for all Assigned Employees (MGL ch30, §39M and Ch 149)	_____
• W-9	_____

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.

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)

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

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: _____

CORPORATION IDENTIFICATION

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

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

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

Yes _____, No _____

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

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

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

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Bidder _____

By _____

Signature _____

Title _____

Business Address _____ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City _____ State _____ Telephone Number _____

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.

RIGHT TO KNOW LAW

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, §§8,9 and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F §7 and regulations contained in 441 CMR 21.05. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834.

Authorized Signature Indicating Compliance with the Right-to-know laws:

Signature

Date

Print Name

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.

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 _____

10 HOURS OSHA TRAINING CONFIRMATION

Chapter 306 of the Acts of 2004

CONSTRUCTION PROJECTS

AN ACT RELATIVE TO THE HEALTH AND SAFETY ON PUBLIC

The undersigned hereby certifies that all employees to be employed at a worksite for construction, reconstruction, alteration, remodeling, repair, installation, demolition, maintenance or repair of any public work or any public building estimated to cost more than \$10,000.00 have successfully completed a course in construction safety and health approved by the **United States Occupational Safety and Health Administration** that is at least **10 hours** in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first payroll report for each employee and will comply with all laws and regulations applicable to awards of subcontracts subject to section 44F.

Company Name: _____

Address: _____

Signature: _____

Title: _____

Print Name _____

See following Chapter 306 of the Acts of 2004

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.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)
Chief Procurement Officer
Purchasing Department, City of
610 Main
Waltham, MA

☐ Exempt payee

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

 - -

Employer identification number

 -

Fill out this
either SS or

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Sign &

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

BID PRICE FORM

Follows

CASTINGS AND PIPES					
Item #	Name	Description	Quantity (units)*	Unit Price	Total
All Fittings - Lead Free as of January 1, 2014					
1.	1"	Curb Stop CTS, Both Ends with No Drain, H15209N (Mueller)	175		\$ -
2.	1"	Curb Stop 1P 1", Both Ends with No Drain, H10283N (Mueller)	135		\$ -
3.	1"	Corp 1" CTS, H15008N (Mueller)	140		\$ -
4.	1"	Corp Adaptors H-15512 1 1/4" IP Thread x 1" CTS, H15512N (Mueller)	100		\$ -
5.	3/4"	Corp 3/4" IP Female x 1" CTS, H15451N (Mueller)	120		\$ -
6.	1 1/4"	Corp 1 1/4" Female Adaptor x 1" CTS, H15451N (Mueller)	140		\$ -
7.	1"	1" Corp Adaptor x 1" CTS Female, H15071N (Mueller)	200		\$ -
8.	1"	1" Corp Adaptor 1" IP X 1" CTS 45 Angle, H15534N (Mueller)	100		\$ -
9.	1"	1" Male IP Thread x 1" CTS Adaptor, H15428N (Mueller)	145		\$ -
10.		Compression Adaptor - (Mueller) - H-15428N 1"x3/4" MIP	100		\$ -
11.		Compression Adaptor - (Mueller) - H-15451N 1"x3/4" FIP	100		\$ -
12.	1"	1" Male X 3/4" Female Brass Reducers, Brass Bushings	120		\$ -
13.	1"	1" Telsco, K704-100G	200		\$ -
14.		Fernco - 4" Plastic to 4" Plastic	50		\$ -
15.		Fernco - 4" Asbestos to 4" Plastic	50		\$ -
16.		Fernco - 4" Clay to 4" Plastic	50		\$ -
17.		Fernco - 6" Plastic to 4" Plastic	50		\$ -
18.		Fernco - 6" Plastic to 6" Plastic	50		\$ -
19.		Fernco - 6" Asbestos to 6" Plastic	50		\$ -
20.		Fernco - 6" Clay to 6" Plastic	50		\$ -
21.		Fernco - 8" Plastic to 8" Plastic	50		\$ -
22.		Fernco - 8" Asbestos to 8" Plastic	50		\$ -
23.		Fernco - 8" Clay to 8" Plastic	50		\$ -
24.		Fernco - 8" Cement to 8" Plastic	50		\$ -
25.		Fernco - 10" Plastic to 10" Plastic	25		\$ -
26.		Fernco - 10" Asbestos to 10" Plastic	25		\$ -
27.		Fernco - 10" Clay to 10" Plastic	25		\$ -
28.		Fernco - 10" Cement to 10" Plastic	25		\$ -
29.		Fernco - 12" Plastic to 12" Plastic	25		\$ -
30.		Fernco - 12" Asbestos to 12" Plastic	25		\$ -
31.		Fernco - 12" Clay to 12" Plastic	25		\$ -
32.		Fernco - 12" Cement to 12" Plastic	25		\$ -
33.		Fernco - 15" Plastic to 15" Plastic	25		\$ -
34.		Fernco - 15" Asbestos to 15" Plastic	25		\$ -
35.		Fernco - 15" Clay to 15" Plastic	25		\$ -
36.		Fernco - 15" Cement to 15" Plastic	25		\$ -
37.	4"	SDR - 35 Sewer Pipe (4") - linear feet	500		\$ -
38.	6"	SDR - 35 Sewer Pipe (6") - linear feet	500		\$ -
39.	8"	SDR - 35 Sewer Pipe (8") - linear feet	500		\$ -
40.	10"	SDR - 35 Sewer Pipe (10") - linear feet	100		\$ -
41.	12"	SDR - 35 Sewer Pipe (12") - linear feet	100		\$ -
42.	15"	SDR - 35 Sewer Pipe (15") - linear feet	100		\$ -
*The quantities specified above are approximate and are the City's best estimate based on past usage. The City may order less, or more, depending on actual requirements only. Prices shall be FOB destination and include delivery and/or freight charges.				TOTAL PRICE	\$ -