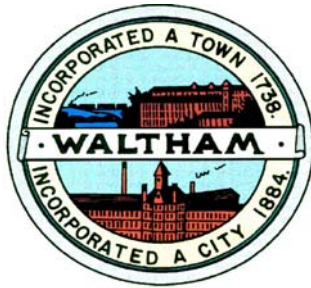


The City of Waltham



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

*Purchase of Air Cooled Self Contained AC Unit for the Vault Project
at the Former Bright School*

The bid opening will be held: Wednesday November 16, 2011 at 1:00 pm

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

Table of Contents:

- **Invitation to Bid**
- **Intent of the Project**
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Invitation to Bid

The City of Waltham

Purchasing Department

REQUEST FOR QUOTATION (RFQ)

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

Purchase of Air Cooled Self Contained AC Unit for the Vault Project at the Former Bright School

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

Wednesday November 16, 2011 at 1:00 pm

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/purchasing/index.html

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

BID FOR: AC Unit, Bright School

A 5% Bid Bond or Certified Check must accompany each bid submitted and made payable to, and become the property of the City of Waltham, if the successful bidder refuses or neglects to comply with the terms of the Contract.

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 purchase (no Installation) an Air Cooled Self Contained AC Unit for the Vault Project at the Former Bright School.

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. EXPLANATIONS, EXCEPTIONS

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

8. BID DEPOSITS.

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

9. WITHDRAW.

A Bid may be withdrawn by written request prior to the schedule for the Bid Opening.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

10. AWARD.

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

11. AWARD CRITERIA.

Qualified and responsive proposals will be evaluated based on Price, Technical, and Compliance requirements.

12. DISCOUNTS.

Discounts for prompt payments 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.

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 CERTIFICATE OF VOTE AUTHORIZATION,** are require by statute and are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so. Failure to do so may disqualify the bid.

19. **STANDARD OF QUALITY.**

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

20. MODIFICATION.

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

21. ASSIGNMENT.

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

22. DELIVERIES:

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

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

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

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

23. LABELING.

All packages cartons or other containers must be clearly marked with (a) building and room destination; (b) description of contents of item number from specifications; (c) quantity; (d) City of Waltham Purchase Order Number and (e) Vendor's name and order number.

24. GUARANTEES.

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

25. SINGLE VENDOR.

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

26. BEST AND FINAL OFFER.

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

27. 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.

GENERAL CONDITIONS

GENERAL CONDITIONS

1. INFORMATION

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

2. SUITS

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

3. LAWS AND REGULATIONS

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

4. PROTECTION OF PROPERTY

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

5. PROTECTION OF PERSONS

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

6. CONTRACT DURATION.

This contract is for the period of required to deliver the ac unit. Delivery must be made within 60 days from the date of notice to proceed.

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

General liability	\$1,000,000
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Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: "The City of Waltham is named Additional Insured". The Certificate of Insurance must be mailed directly to:

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

8. PERSONNEL:

The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City Purchasing Agent shall have the right to require the Contractor to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The City Purchasing Agent may require the Contractor to submit a weekly performance record of the areas and of the work performed, on forms approved by

the City Purchasing Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

9. **MATERIALS**

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

10. **TERMINATION OF CONTRACT**

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

11. **CONTRACT OBLIGATIONS**

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

12. **BIDDER EXPERIENCE EVALUATION**

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

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

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

16. **FINANCIAL STATEMENTS.**

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

17 BREACH OF CONTRACT/ NON PERFORMANCE

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

18 RIGHT TO AUDIT

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

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

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

Specifications

(See following pages)

~~XXXXXXXXXX~~
~~SECTION 23.00.01~~

AIR COOLED SELF CONTAINED AC UNIT FOR ENVIRONMENTAL ROOM CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. These specifications describe requirements for an environmental control system. The system shall be designed to control temperature and relative humidity conditions within the room.
- B. The manufacturer shall design and furnish all equipment in the quantities and configurations shown on the project drawings.
- C. Standard 60Hz units are CSA Certified to the harmonized U. S. and Canadian product safety standard CSA C22.2 No 236/UL 1995 for "Heating and Cooling Equipment" and are marked with the CSA c-us logo.
- D. The system model number(s) shall be:
 - 1. Self-Contained Unit: Liebert MMD12A with condenser fan blower model MM2CF

1.2 DESIGN REQUIREMENTS

- A. The environmental control system shall be a factory assembled unit. On direct expansion models, the refrigeration system shall be self-contained within the unit housing.
- B. The self-contained units shall be designed for above-dropped-ceiling installation and serviceable from the front and bottom of the system.
- C. The system shall have a total cooling capacity of 12,000 BTU/hr, and a sensible cooling capacity of 11,000 BTU/hr, based on the entering air condition of 75°F dry bulb, and 61°F wet bulb.

1.3 SUBMITTALS

- A. Submittals shall be provided with the proposal and shall include: Single-Line Diagrams; Dimensional, Electrical, and Capacity data; Piping and Electrical Connection Drawings.

1.4 QUALITY ASSURANCE

- A. The specified system shall be factory-tested before shipment. Testing shall include, but shall not be limited to: Quality Control Checks, "Hi-Pot" Test (two times rated voltage plus 1000 volts, per UL requirements), and Metering Calibration Tests. The system shall be designed and manufactured according to world class quality standards. The manufacturer shall be ISO 9001 certified.

PART 2 – PRODUCT

2.1 CABINET CONSTRUCTION

- A. The cabinet and chassis shall be constructed of heavy gauge galvanized steel and designed for easy installation and service access from front and bottom of unit only. Mounting brackets shall be factory attached to the cabinet.

2.2 AIR DISTRIBUTION

- A. The air distribution system shall be constructed with a quiet, direct-drive fan assembly equipped with double-inlet blower, self-aligning ball bearings, and lifetime lubrication. Fan motor shall be

permanent-split capacitor, high efficiency type, equipped with two speeds for air flow modulation. Dehumidification shall utilize the lower fan speed.

1. A return air filter box shall be provided with hinged filter access for ducted units, and shall include a 1" duct flange. A 1" duct flange shall also be provided for air discharge. Filters shall be 30% efficiency based on ASHRAE 52-76.

2.3 MICROPROCESSOR CONTROL

A. The control system shall be micro-processor based. The wall-mounted control enclosure shall include a 2-line by 16 character LCD display providing continuous display of operating status and alarm condition. An 8-key membrane keypad for setpoint/program control, unit on/off, and fan speed shall be located below the display.

1. Temperature and humidity sensors shall be located in the wall box which shall be capable of being located up to 300 ft (91.4m) from the evaporator unit, using field-supplied four (4) conductor wire.
2. The LCD display shall provide an on/off indication, fan speed indication, operating mode indication (cooling, heating, humidifying, dehumidifying) and current day, time, temperature and humidity (if applicable) indication. The monitoring system shall be capable of relaying unit operating parameters and alarms to the DDC system.
3. Control Setpoint Parameters
 - Temp. Setpoint 65-85°F (18 to 29°C)
 - Temp. Sensitivity 1 to 5°F (1 to 3°C)
 - Humidity Setpoint 20-80% RH
 - Humidity Sensitivity 1 to 10% RH

B. Unit Controls

1. The control system shall prevent compressor short-cycling by a 3 minute timer from compressor stop to the next start.
2. A common alarm relay shall be provided to provide a contact closure to a remote alarm device. Two (2) terminals shall also be provided for remote on/off control. Individual alarms shall be "enabled" or "disabled" from reporting to the common alarm.
3. The control shall be programmable on a daily basis or on a 5 day/2 day program schedule. It shall be capable of accepting 2 programs per day.
4. The control shall include the capabilities to calibrate the temperature and humidity sensors and adjust the sensor response delay time from 1 to 90 seconds. The control shall be capable of displaying temperature values in °F or °C.
5. For start-up after power failure, the system shall provide automatic restart with a programmable (up to 9.9 minutes in 6-second increments) time delay. Programming can be performed either at the unit or from the central site monitoring system.

C. Alarms

1. The control system shall monitor unit operation and activate an audible and visual alarm in the event of the following factory preset alarm conditions:
 - High Temperature
 - Low Temperature
 - High Humidity
 - Low Humidity
 - High Water Alarm - Lockout Unit Operation
 - High Head Pressure
 - Loss of Power
 - Compressor Short Cycle

2. Custom Alarms
 - Humidifier Problem
 - Filter Clog

3. Alarm Controls
 - Each alarm (unit and custom) shall be separately enabled or disabled, selected to activate the common alarm (except for high head pressure).

 - a) Audible Alarm
 - The audible alarm shall annunciate any alarm that is enabled by the operator.

 - b) Common Alarm
 - A programmable common alarm shall be provided to interface user selected alarms with a remote alarm device.

2.4 SYSTEM COMPONENTS

A. Direct Expansion Self-Contained System

1. Refrigeration System
 - a) The refrigeration system shall consist of a (scroll) (rotary) compressor with vibration isolating grommets, evaporator coil, condenser coil, externally equalized thermostatic expansion valve, high pressure safety switch, filter drier, hot gas bypass circuit, factory R-407C refrigerant charge and externally equalized expansion valve. Hot gas bypass shall be provided to reduce compressor cycling and optimize performance under low load conditions.

 - b) Evaporator Coil
 1. The evaporator coil shall have 2.4 sq.ft. face area, 4 rows deep. It shall be constructed of copper tubes and aluminum fins. The coil shall be provided with a stainless steel drain pan.

 - c) Air-Cooled Condenser Coil
 1. The air-cooled condenser section shall contain a factory mounted and piped condenser coil constructed of copper tubes and aluminum fins. No piping, brazing, dehydration or charging shall be required. The condenser coil shall be factory mounted within the unit cabinet.

 - d) Air-Cooled Condenser Fan
 1. A factory-supplied condenser fan shall be field-mounted to the end of the evaporator cabinet. The system shall be provided with a fan speed control system to permit operation at -20°F inlet ambient air temperature and sized to provide full rated cooling capacity at 95°F entering air from plenum space. Condenser fan electrical and refrigerant pressure connections shall be field attached to the cooling chassis using factory provided wiring harness and capillary tube/fitting.

B. Steam Generating Humidifier

1. The environmental control system shall be equipped with a steam generating humidifier that is controlled by the microprocessor control system. It shall be complete with disposable canister, all supply and drain valves, steam distributor, and electronic

controls. The need to change canister shall be annunciated on the microprocessor wall box control panel. An LED light on the humidifier assembly shall indicate cylinder full, over-current detection, fill system fault, and end of cylinder life conditions.

C. SCR Electric Reheat

1. The electric reheat shall be low-watt density, 304/304 stainless steel, finned-tubular and shall be capable of maintaining room dry bulb conditions when the system is calling for dehumidification. The reheat section shall include an agency approved safety switch to protect the system from overheating.
2. The SCR (Silicon Controlled Rectifier) controller shall proportionally control the reheat elements to maintain the selected room temperature. The rapid cycling made possible by the SCR controller provides precise temperature control, and the more constant element temperature improves heater life. The unit microprocessor control shall operate the SCR controller, while cooling is locked on.

D. Hot Gas Reheat

1. The complete hot gas reheat system shall include a copper tube, aluminum fin coil, three-way solenoid valve, and refrigerant check valve.

E. Hot Gas Bypass

1. A hot gas bypass valve shall be factory installed and piped to enable system capacity reduction.

F. Disconnect Switch, Non-Locking

1. The non-automatic, non-locking, molded case circuit breaker shall be factory mounted in the high voltage section of the electrical panel. The switch shall be accessible from the front of the unit.

G. Remote Sensors

1. The unit shall be supplied with remote temperature and humidity sensors. The sensors shall be connected to the unit by shielded cable.

H. High-temperature Sensor

1. The high temperature sensor shall immediately shut down the system when high temperatures are detected. The sensor shall be mounted with the sensing element in the return air.

I. Condensate Pump

1. The condensate pump shall be complete with integral float switch, pump, motor assembly, and reservoir

PART 3 – EXECUTION (NOT USED)

No Installation is required. Purchase and delivery only. Delivery is inside the building and must be scheduled with the City.

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.....	_____
• Certificate of Insurance (showing all limits of WC &GL).....	_____
• Three (3) References.....	_____
• 5% Bid Bond or Certified Check.....	_____
• Debarment Certificate	_____

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.

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract 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 _____

BID PRICE FORM

(Follows)

Bid Price Form

The contractor named below proposes to furnish the AC Unit as specified with this document including inside delivery but no installation for the ALL INCLUSIVE PRICE OF:

\$ _____

In numbers

Amount written in words

Contractor: _____

Authorized Signature: _____

Print Name: _____

Date: _____

The contractor agrees that the delivery date will be schedule for a time that is convenient to the City of Waltham.