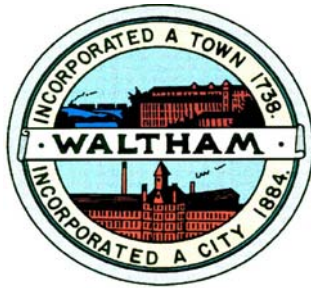


# *The City of Waltham*



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

*Janitorial Supplies*

*The bid opening will be held: Tuesday April 17, 2012 at 3:00 PM*

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

# **Table of Contents:**

- **Invitation to Bid**
- **Intent of the Project**
- **Agreement**
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- **General Conditions**
- **Specifications**
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- **Bid Price**

# Invitation to Bid

# The City of Waltham

## Purchasing Department

### REQUEST FOR BID (RFB)

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

#### Janitorial Supplies

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

**Tuesday April 17, 2012 at 3:00 pm**

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

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

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

#### BID FOR: Janitorial Supplies

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 Janitorial Supplies for a three (3) year period**

**AGREEMENT**

AGREEMENT made between the **CITY OF WALTHAM**, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, through its Mayor thereunto duly authorized, hereinafter called the OWNER, and \_\_\_\_\_ (*Company's Name*) a Massachusetts corporation, and having a usual place of business in \_\_\_\_\_ (Address) hereinafter called the CONTRACTOR.

The OWNER, having accepted the proposal of the CONTRACTOR per the attached documents for the "\_\_\_\_\_ (*Service or Product*)", all of which are hereto attached and made a part hereof, hereinafter called the DOCUMENTS, and the CONTRACTOR hereby agrees to provide the labor, materials, services and work in accordance with the quotation, bid, proposal and said DOCUMENTS

If applicable, all contractors must comply with the prevailing wage rate law as required under the provisions of Massachusetts General Laws

A Certificates of Insurance will be submitted before Contract is signed. This Contract shall not be in effect nor any work commenced until the Mayor signs the Contract.

IN WITNESS WHEREOF, the OWNER sets its hand and corporate seal through its Mayor thereunto duly authorized, and the CONTRACTOR hereunto sets its hand and seal on the day and year first above written.

**APPROVED AS TO FORM ONLY**

**CITY OF WALTHAM**

\_\_\_\_\_  
John Cervone,  
City Solicitor  
Date \_\_\_\_\_

\_\_\_\_\_  
Joseph P. Pedulla,  
Chief Procurement Officer  
Date \_\_\_\_\_

**APPROVED, MAYOR**

**COMPANY**

\_\_\_\_\_  
Jeannette McCarthy,  
Mayor  
Date \_\_\_\_\_

\_\_\_\_\_  
NAME  
Title: President  
Date \_\_\_\_\_

**SCHOOL DEPARTMENT**

**CITY AUDITOR**

\_\_\_\_\_  
Susan Nicholson,  
Superintendent of Schools  
Date \_\_\_\_\_

\_\_\_\_\_  
Paul Centofanti  
City Auditor  
Date \_\_\_\_\_

**BUILDING DEPARTMENT, CITY**

\_\_\_\_\_  
Patrick Powell  
Acting Building Superintendent  
Date: \_\_\_\_\_

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

called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.

15. **ACTIVE VENDOR LIST.**

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

16. **FUNDS APPROPRIATION.**

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

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

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

19. **STANDARD OF QUALITY.**

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

**20. MODIFICATION.**

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

**21. ASSIGNMENT.**

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

**22. DELIVERIES:**

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

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

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

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

**23. LABELING.**

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

**24. GUARANTEES.**

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

**25. SINGLE VENDOR.**

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

**26. CHANGE ORDERS.**

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

**28. BID OPENING INCLEMENT WEATHER**

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

**29. ENVIRONMENTALLY FRIENDLY PRODUCTS**

The City of Waltham is undertaking the initiative to purchase environmentally preferable products as well as recycled products. The contractor shall provide MSDS for every chemical supplied and the Product Label for every gallon of product provided.

# **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 June 1, 2012 renewable at the discretion of the City of Waltham for an additional two (2) one-year periods ending May 30, 2015.

**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 a named Additional Insured for all Insurance"**. 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 PRICE SHEET)

# 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.....	_____
• <b>5% Bid Bond or Certified Check.....</b>	_____
• Debarment Certificate .....	_____
• Right-to-know Law.....	_____

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)      Date

\_\_\_\_\_  
(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      Date

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

**NOTE**

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

**CERTIFICATE OF VOTE OF AUTHORIZATION**

Date:

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

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

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

SIGNED:

(Corporate Seal)

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

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

**COMMONWEALTH OF MASSACHUSETTS**

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

Date:

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

Notary Public;

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

## CORPORATION IDENTIFICATION

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

**If a Corporation:**

Incorporated in what state \_\_\_\_\_

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

Federal ID Number \_\_\_\_\_

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

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

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

**If a Partnership: (Name all partners)**

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

Residence \_\_\_\_\_

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

Residence \_\_\_\_\_

**If an Individual:**

Name \_\_\_\_\_

Residence \_\_\_\_\_

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

Name of Firm \_\_\_\_\_

Name of Individual \_\_\_\_\_

Business Address \_\_\_\_\_

Residence \_\_\_\_\_

Date \_\_\_\_\_

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

By \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Telephone Number \_\_\_\_\_ Today's Date \_\_\_\_\_

**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 Purchasing Agent of the City of Waltham at any time during the period of the contract or prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of Waltham, the contract will be cancelled and the award revoked.

---

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

Address \_\_\_\_\_

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

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

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

**Signed by Authorized Company Representative:**

\_\_\_\_\_

Print name \_\_\_\_\_,

Date \_\_\_\_\_

# **BID PRICE FORM**

**(Follows)**

**CUSTODIAL SUPPLIES  
PRODUCT SPECIFICATIONS 12 / 13**

<b>ITEM #</b>	<b>Quantity</b>	<b>Unit</b>	<b>SPECIFICATION</b>	<b>BRAND NAME &amp; MODEL NO. IF OTHER THAN SPECIFIED</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1	20	cases	DELTA ULTRA HEAVY DUTY CLEANER 4 2 LITER BOTTLES / CASE			
2	20	cases	POLGREEN CLEANER SURFACE & GLASS CLEANER 4 2 LITER BOTTLES / CASE			
3	225	cases	ENZYSAN 2000 RESTROOM CLEANER 4 2 LITER BOTTLES / CASE			
4	240	cases	DELTA MILD 2000 NEUTRAL FLOOR CLEANER 4 2 LITER BOTTLES / CASE			
5	20	cases	GENEFECT DISINFECTANT CLEANER 4 2 LITER BOTTLES / CASE			
6	360	5 gallon pails	BAY CLASS FLOOR FINISH FROM BAY STATE CO. 5 GAL. PAILS			
7	150	5 gallon pails	BAY CLASS FLOOR STRIPPER FROM BAY STATE CO. 5 GAL. PAILS			
8	12	cases	FLOOR MAINTENANCE SOLUTION FROM BAY STATE CO. 4 GAL. PER CASE			
9	20	pails	WATER-BASE FLOOR <b>FINISH - PERMA</b> AS SYN-COTE SPORTING (for Field House floor) 5 GAL PAILS			
10	10	pails	WATER-BASE FLOOR <b>STRIPPER</b> AS SYN-COTE SPORTING (for Field House floor) 5 GAL PAILS			

Items will be delivered Point to Point  
Except those Items marked \*\*\* Which Will Be Delivered To The School Dept. Stockroom located at the Lawrence School 258 Trapelo Rd., Waltham

ITEM #	Quantity	Unit	SPECIFICATION	BRAND NAME & MODEL NO. IF OTHER THAN SPECIFIED	UNIT PRICE	TOTAL PRICE
11	16	cases	CHLORINATED DEGREASER 4 GAL./CASE			
12	20	cases	DEFOAMER 4 GAL./CASE			
13	10	cases	STRATEGIC CLEANER 4/CASE			
14***	20	cases	STRIPPER FLOOR PADS, 13" BROWN 3M HIGH PRODUCTIVITY (5/CS)			
15***	6	cases	STRIPPER FLOOR PADS, 15" BROWN 3M HIGH PRODUCTIVITY (5/CS)			
16***	6	cases	STRIPPER FLOOR PADS, 16" BROWN 3M HIGH PRODUCTIVITY (5/CS)			
17***	10	cases	STRIPPER FLOOR PADS, 19" BROWN 3M HIGH PRODUCTIVITY (5/CS)			
18***	40	cases	STRIPPER FLOOR PADS 13" BLACK 3M HIGH PRODUCTIVITY (5/CS)			
19***	10	cases	STRIPPER FLOOR PADS, 15" BLACK 3M HIGH PRODUCTIVITY (5/CS)			
20***	10	cases	STRIPPER FLOOR PADS, 16" BLACK 3M HIGH PRODUCTIVITY (5/CS)			

Items will be delivered Point to Point

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ITEM #	Quantity	Unit	SPECIFICATION	BRAND NAME & MODEL NO. IF OTHER THAN SPECIFIED	UNIT PRICE	TOTAL PRICE
21***	90	cases	STRIPPER FLOOR PADS, 19" BLACK 3M HIGH PRODUCTIVITY (5/CS)			
22***	15	cases	BUFFER FLOOR PADS, 13" BLUE 3M SCOTCH BRITE (5/CS)			
23***	6	cases	BUFFER FLOOR PADS, 16" BLUE 3M SCOTCH BRITE (5/CS)			
24***	10	cases	BUFFER FLOOR PADS, 19" BLUE 3M SCOTCH BRITE (5/CS)			
25***	40	cases	BUFFER FLOOR PADS, 13" RED 3M SCOTCH BRITE (5/CS)			
26***	10	cases	BUFFER FLOOR PADS, 15" RED 3M SCOTCH BRITE (5/CS)			
27***	10	cases	BUFFER FLOOR PADS, 16" RED 3M SCOTCH BRITE (5/CS)			
28***	30	cases	HIGH SPEED PADS, 20" 3M # 18210, NATURAL BLEND WHITE (5/CS)			
29***	10	pallets	ECO MELT DE-ICER OSSIAN, INC 50 BAGS / PALLET 50 LB BAGS			
30***	10	bags	SPEEDI-DRI (35 LBS/BG)			

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ITEM #	Quantity	Unit	SPECIFICATION	BRAND NAME & MODEL NO. IF OTHER THAN SPECIFIED	UNIT PRICE	TOTAL PRICE
31***	12	case	ABSORB COMPOUND, SCENTED (24 1 LB BAGS / CASE)			
32***	6	cases	BLEACH, 1 GAL. PLASTIC BOTTLES (4/CS)			
33***	36	ea	YARN HAND DUSTERS WITH <b>18" HANDLE</b>			
34***	24	ea	INSTA-LOCK DOODLEBUG			
35***	96	ea	INSTA-LOCK DOODLEBUG <b>BROWN</b> REPLACEMENT PADS -- 3M			
36***	90	pkgs	NYLON SCOURING PADS, 3M SCOTCH BRITE (10/ PKG)			
37***	10	ea	MOP BUCKETS, <b>W/WRINGER</b> 26 QT, RUBBERMAID BRUTE #611-01			
38***	60	ea	WATER PAILS, 10 QT, PLASTIC (RUBBERMAID)			
39***	12	ea	TRASH CONTAINERS, RUBBERMAID #RCP 2620GRA, 20 GAL NO WHEELS			
40	160	cases	LINER BAGS, UP TO 16 GAL 23"x33" <b>1.0 MIL,</b> (500/CS) <b>please send sample / hold price for year</b>			

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ITEM #	Quantity	Unit	SPECIFICATION	BRAND NAME & MODEL NO. IF OTHER THAN SPECIFIED	UNIT PRICE	TOTAL PRICE
41	230	cases	LINER BAGS, 48 GAL. 38"x40" 2 MIL, (100/CS) please send sample / hold price for year			
42	600	cases	LINER BAGS, 55 GAL. 38"x60" 2 MIL, (100/CS) please send sample / hold price for year			
43	900	cases	PAPER TOWELS, PRO-LINK, HAND TOWELS NATURAL ROLL, 800' PER ROLL (6 ROLLS/CS) PRO-LINK DISPENSER INCLUDED			
44	150	cases	ROLLED TOILET TISSUE, OPTI CARE, 2 PLY #61999 48 ROLLS / CASE DISPENSER INCLUDED			
45	350	cases	ROLLED TOILET TISSUE, OPTI CARE, 1 PLY #12990 48 ROLLS / CASE DISPENSER INCLUDED			
46	300	cases	HAND SOAP, LOTION SKIN CLEANSER PRO LINK PRESTIGE 2000ML, FLORAL (4/ CASE) DISPENSER INCLUDED			
47	60	cases	HAND SANITIZER / PURELL 4 - 2 LTR BOTTLES / CASE GOJ9625-04			
48***	5	cases	GLOVES, VINYL, LATEX FREE, DISPOSABLE SIZE: LARGE POWDERED 100 PER BOX 10 BOXES/CASE			
49***	25	cases	GLOVES, VINYL, LATEX FREE, DISPOSABLE SIZE: X-LARGE POWDERED 100 PER BOX 10 BOXES/CASE			
50***	24	ea	COUNTER BRUSHES, 8" BLOCK OVERALL LENGTH 13" AS STETSON SCOUTMASTER			

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ITEM #	Quantity	Unit	SPECIFICATION	BRAND NAME & MODEL NO. IF OTHER THAN SPECIFIED	UNIT PRICE	TOTAL PRICE
51***	172	ea	YARN TOILET BOWL SWABS AS EMPIRE #8540			
52	24	ea	BROOM HANDLES, 5' SHORT  WITH STEEL TIP THREAD			
53	100	ea	DUST MOPS, LOOPED END <b>18" X 5"</b>			
54	20	ea	FRAME FOR ABOVE MOPS			
55	60	ea	DUST MOPS, LOOPED END <b>24" X 5"</b>			
56	12	ea	FRAME FOR ABOVE MOPS			
57	20	ea	DUST MOPS, LOOPED END <b>36" X 5"</b>			
58	6	ea	FRAME FOR ABOVE MOPS			
59	12	ea	DUST MOPS, LOOPED END <b>48" X 5"</b>			
60	4	ea	FRAME FOR ABOVE MOPS			

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ITEM #	Quantity	Unit	SPECIFICATION	BRAND NAME & MODEL NO. IF OTHER THAN SPECIFIED	UNIT PRICE	TOTAL PRICE
61	10	ea	DUST MOPS, LOOPED END 60" X 5"			
62	4	ea	FRAME FOR ABOVE MOPS			
63	30	ea	CLIP ON DUST MOP HANDLES FOR ABOVE MOP FRAMES			
64	30	ea	WET MOP HANDLE WITH 5" PLASTIC JAWS 60" VINYL COVERED ALUMINUM RUBBERMAID # RCP H236			
65	60	ea	LOOPED MOP HEAD MED. 20 OZ HEADS TO FIT ABOVE HANDLES			
66	60	ea	LOOPED FLOOR FINISH MOP TO FIT ABOVE HANDLES			
67***	36	ea	LOBBY DUST PAN, BROOM RUBBERMAID # RCP 2536			
68***	36	ea	LOBBY PRO UPRIGHT DUST PAN RUBBERMAID # RCP 2531			
69***	3	ea	PRO TEAM SUPREME COACH BACK PAC VAC MOD # 106573			
70***	30	packs	SUPER COACH VAC PAC VACUUM BAGS MICRO LINED 10 BAGS / PACK			
71***	8	ea	SANITAIRE UPRIGHT VAC WITH FRONT CARPET MAGNET MOD # SC886			
72***	4	ea	SANITAIRE WIDETRACK WITH FRONT CARPET MAGNET MOD # SC899			

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ITEM #	Quantity	Unit	SPECIFICATION	BRAND NAME & MODEL NO. IF OTHER THAN SPECIFIED	UNIT PRICE	TOTAL PRICE
<b>The Following Products are for the City Side (From 73 through 118)</b>						
73	200	cases	PAPER TOWELS, ROLLS, BLEACXHED 8PAPER TOWELS, ROLLS, BLEACHED 8 X 435 12 IN A CASE			
74	12	EA	CABINETS FOR ABOVE			
75	100	CASES	TOILET TISSUE ROLLS TWO PLY 4 1/2 X 4 1/2			
76	40	GALS	HIGH GLOSS FIMNISH 5 GAL PAIL BUTCHERS BENCHMARK			
77	12	CASES	HAND SOAP 27 OZ 12 BXS TO CASE SANIFRESH WITH DESPENSER # 91241			
78	2	CASES	UNWRAPPED BAR SOAP 3OZ, 200/CS			
79	100	CASES	LINER BAGS 22 X 16 X 58, 2 MIL 100 TO A CASE BLACK ONLY VIRGIN ONLY			
80	75	CASES	LINER BAGS 2 MIL 16X14X36, 250 TO A CASE			
81	75	CASES	LINER BAGS 1 MIL 30X36, 250 TO A CASE			
			MOP HEADS 20" BUTCHERS HIGH NOON WAX			

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ITEM #	Quantity	Unit	SPECIFICATION	BRAND NAME & MODEL NO. IF OTHER THAN SPECIFIED	UNIT PRICE	TOTAL PRICE
82	10	CASES				
83	2	CASES	ROOM DEODORIZER 16OZ AEROSOL CAN BABY POWDER SCENT 12 TO A CASE			
84	15	CASES	BOWL CLEANER WITH ACID, 24 OZ BOTTLES, 12 TO A CASE			
85	1	CASES	BUFFER STEEL WOOL PADS, 24" 12 TO A CASE			
86	10	CASES	BUFFER FLOOR PADS, 19" RED 3M SCOTCH BRITE			
87	10	CASES	BUFFER FLOOR PADS, 19" WHITE 3M SCOTCH BRITE			
88	2	CASES	RUG AND ROOM DEODORIZER SHAKE CAN, 12 TO A CASE			
89	12	BOXES	DISPOSABLE LATEX EXAM GLOVES X LARGE PREPOWEWDERED 100 TO A BOX			
90	2	EACH	30-50 LBS PAINTERS RUGS, WHITE			
91	24	EACH	JOHNNY MOPS			

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ITEM #	Quantity	Unit	SPECIFICATION	BRAND NAME & MODEL NO. IF OTHER THAN SPECIFIED	UNIT PRICE	TOTAL PRICE
92	12	EACH	WASTEBASKET, 40 QTS 15L X 11 1/4 W X 20H			
93	12	EACH	PLUMBERS HELPERS, 6" SUCTION CUP			
94	12	EACH	DUSTMOP, KLEEN-KUT TUFFED, 24" RUBBERMAID MODEL J 653			
95	12	EACH	DUSTMOP, KLEEN-KUT TUFFED, 36" RUBBERMAID MODEL J 655			
96	8	EACH	COUNTER BRUSHES, FINE			
97	8	EACH	DUST PAN METAL			
98	50	EACH	LARGE SCRUB SPONGES 3 1/2 X 5 , 3M SCOTCH BRITE			
99	8	CASES	BUTCHERS PASTE WAX (AMBER) 4LB CAN 6 TO A CASE			
100	36	CANS	3M STAINLESS STEEL CLEANER AND POLISH 20 OZ CAN			
101	10	CASES	MULTIFOLD TOWELS, WHITE, 125/PKGS, 16 TO A CASE			

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ITEM #	Quantity	Unit	SPECIFICATION	BRAND NAME & MODEL NO. IF OTHER THAN SPECIFIED	UNIT PRICE	TOTAL PRICE
102	5	EACH	35 QT RUBBERMAID BUCKET			
103	12	EACH	RUBBERMAID ANGLED BROOM POLYPROPELINE FILL W/ ALUMINUM HEADS			
104	12	EACH	RUBBERMAID SELF LOCKING WOOD HANDLE METAL TIP ITEM # 6357			
105	50	PAILS	PEDALOV CALCIUM CHLORIDE PELLETS 50 LB PAILS			
106	10	CASES	GENESAN # 11 POL/BIO ENZYSAN 2000 RESTROOM CLEANER			
107	8	CASES	BUTCHERS # 2 LOOK GLASS CLEANER 32 OZ BOTTLES			
108	12	CASES	BUTCHER SUNDANCE NEUTRAL CLEANER 1 GAL CONTAINER			
109	10	CASES	GENESAN # 4 DELTA/MILD 2000 NEUTRAL FLOOR CLEANER 2 LITER BOTTLE			
110	10	CASES	C FOLD TOWELS, 10 1/4 X 13 1/4 200 PER PKG 12 TO A CASE			
			BLEACH, 1 GAL. PLASTIC BOTTLES			

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ITEM #	Quantity	Unit	SPECIFICATION	BRAND NAME & MODEL NO. IF OTHER THAN SPECIFIED	UNIT PRICE	TOTAL PRICE
111	10	CASES	6 TO A CASE			
112	50	GALS	BAY GLASS FLOOR STRIPPER 5 GAL PAILS			
113	10	CASES	STRIPPER FLOOR PADS, 20" BLACK, 3M SCOTCH BRITE 5 TO A CASE			
114	5	CASES	HEAD SOAP, 3.5 LITER BOXES SANI-TUFF W/ GRIT, 2 TO A CASE			
115	10	EACH	WATER PAILS, 10 QT, PLASTIC			
116	5	CASES	DRINKING CUPS, 7 OZ PLASTIC 2500 TO A CASE			
117	4	CASES	AJAX 21 OZ CAN			
118	5	CASES	GENESAN POLYGREEN, GLASS/SURFACE CLEANER 4.5 LITER BOTTLE			
119	30	CASES	1000ML FOAM HANDSOAP W/DISPENSERS SUPPLIED AND INSTALLED, 6 TO A CASE			

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ITEM #	Quantity	Unit	SPECIFICATION	BRAND NAME & MODEL NO. IF OTHER THAN SPECIFIED	UNIT PRICE	TOTAL PRICE
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PLEASE NOTE: The City of Waltham is undertaking the initiative to purchase environmentally preferable products as well as recycled products. The contractor shall provide **MSDS** for every chemical supplied and the Product Label for every gallon of product provided.

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