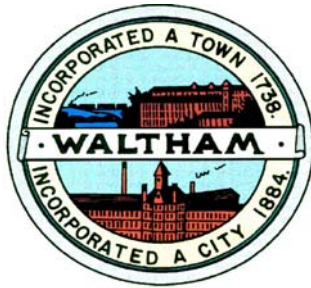


The City of Waltham



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

DESIGN SERVICES for

Logan Park, McKenna Playground, Prospect Terrace & Prospect Hill Park

*The bid opening will be held: **Thursday December 29, 2011 at 10:00 am***

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

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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, §39M the Chief Procurement Officer of the City of Waltham Purchasing Department hereby requests sealed bids for:

DESIGN SERVICES for
Logan Park, McKenna Playground, Prospect Terrace & Prospect Hill Park

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

Thursday December 29, 2011 at 10:00 am

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: Design Services, Multiple Parks

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 City of Waltham is requesting professional services to design and prepare construction documents for public bid to implement recommended improvements at local community parks and playgrounds. The projects include the following sites; Logan Park, McKenna Playground, Prospect Terrace and Prospect Hill Park. The 4 parks/playgrounds are unique and distinct in their own way. Both Logan and McKenna serve adjoining neighborhoods and are accessible from the street. The Prospect Terrace project is located within one of our Community Housing Authorities while the Prospect Hill Park is a 250 acre parkland site which serves local and surrounding communities all year round.

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, Team Experience, 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. 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.

24. 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.

25. 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.

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.

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 required to complete the design and construction project beginning with the date of the Mayor 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

General liability	\$2,000,000
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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 for General 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

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

The City has appropriated a total of **\$31, 500.00** in Federal **Community Development Block Grant** funds to conduct any and all necessary field work/survey(s), prepare plans and specifications for all 4 of these projects; along with an additional **\$283,500.00** to install/construct all recommended improvements. The design(s) must all comply with ADA requirements. The Planning Department will provide updated Federal and State Equal Employment Opportunity (EEO) requirements any labor regulations, including Davis-Bacon wage rates, which will be inserted into the project specifications.

This Request for Professional Services is intended to result in the selection of a professional designer to prepare the plans and specifications and to provide construction oversight. The selected firm will be responsible for the bidding process in its entirety working alongside our City's Purchasing Agent and following his procedural requirements as deemed appropriate.

LOGAN PARK

PROJECT BACKGROUND

The project at Logan Park is almost an extension of the recent renovations that have just occurred and were completed during the Fall 09. The reconstruction improved all aspects of the site, primarily to the playground area, tot lot, open lawn space and site boundaries. The construction incorporated new playground structures, swings, benches, doggie rings and elements geared to the different age groups. The park design and features incorporated partially resulted from the 'community outreach process' we conducted for all those neighborhood users of the park. They all had an equal opportunity for voicing any and all opinions, concerns and feedback throughout the majority of the design process.

Since the parks completion, an ongoing concern has been addressed for 2 specific features/areas of the new park. These concerns included the following;

Swings – currently it's been address that the park does not have enough swings for adults. The current structure we recently installed only has 1 Adult, 2 children's and an infant swing and its been proposed to implement an entirely new structure, which is the focus of this project (where and what type to incorporate).

Doggie Rings – they are underutilized and take up a large section of the Playground Area so remedies and solutions for implementing a new system or element is the task.

McKENNA PLAYGROUND

PROJECT BACKGROUND

The project at McKenna Playground is also an extension of recent renovations that were completed back in the Fall 09. The improvements focused on the Baseball Field and Basketball Courts along with solutions for Fence Repairs and new Site Features. The final design incorporated a Batting Cage, New Perimeter Fencing, Vegetation and Landscaping. The parking lot had improvements made to the appearance and functionality and the small tot lot was upgraded slightly. The project involves improvements to the following;

- new parking lot surface, signage & guardrail
- land restoration
- service gate, shade canopy, scoreboard, foul poles & playground surfacing
- improvements area outside outfield fencing (benches, clearing)

PROSPECT TERRACE

PROJECT BACKGROUND

The project at Prospect Terrace is within one of our Housing Authorities and may require the designer to work along with our Housing Authority besides the Planning Dept. The project involves improvements to the following:

- new surface for Basketball court
- walkway/path and land restoration
- updated fence around perimeter & behind basketball court area (s)
- site features (basketball hoops, poles backboard, benches)
- new area plantings
- removal existing overgrowth (possible large Oak/Maple)

PROSPECT HILL PARK

PROJECT BACKGROUND

The project at prospect hill park, which is a 250 acre parcel of parkland, makes improvements to the Park/Building of the park. This location includes both CDBG funding and city funds for which separate design costs are being requested. We will split this project up into a Part A & B.

The Part A of the Park Improvements will include the COMFORT STATION:

This is potential "sole source" vendor, the designer will be responsible to coordinate all elements of Purchase and install. They will also be required to make recommendations to the City of Waltham on an appropriate maintenance plan/schedule including cost on an annual basis.

The Part B of the Park/Building Improvements will include a list of General Park & Building Improvements located at the main entrance area for the Park at 314 Totten Pond Road. The following improvements include;

1. Picnic area improvements – demo/removal of existing play structure/new picnic tables/park benches/landscaping.
2. Construction of new play structure (s) re-located to base of ski slope
3. General Building Improvements: including painting/replacement steps/window replacement/foundation work/door replacement.
4. Demo/removal of small storage shed/building.
5. Garage building – Painting and alternative to old garage door area.
6. Wind screening installed on perimeter fencing for above ground swimming pool.
7. Demo old ski operations pump house building. (alternate)

*The Proposals submitted for consideration must include Prospect Hill Park (Part A) with the fee for all four (4) parks. An Additional design fee must be submitted for Prospect Hill Park (Part B) only, for budgeting and billing purposes only. All design services, bid documents, and contractor hired to Perform all duties as one contract. .

SCOPE OF WORK OUTLINE

Designers are urged to note that the scope of work outlined below can be applicable to either one of the projects or all projects. Following the final designer selection it will be decided what tasks will be performed in what project location:

TASK 1: Field Survey / Update of Existing Conditions

To the extent that is necessary to develop plans and specifications for improvements, the Consultant will conduct a survey of The “project name” property by a registered surveyor and update existing information on the site.

Upon completion of this task, the Consultant shall forward all information that the firm has obtained or compiled to the City of Waltham.

TASK 2: Preparation of Preliminary and Final Designs/Cost Estimates

The Consultant will generate preliminary designs to improve the 4 playgrounds, including rough cost estimates, based on the following parameters and, consistent with Task 3 below, present them to the public in an interactive process. Based on the community outreach process, the Consultant shall refine the preliminary designs and develop a final design including cost estimates.

The consultant will insure that the following uses are retained and improved, in their current locations and orientation on the site:

The Consultant shall present, following selection, both the preliminary design concepts and final designs in a graphic manner to allow easy interpretation and discussion by non-designers. The use of photos, sketches and models is encouraged to supplement a plan layout.

TASK 3: Conduct Outreach

The design of the facility needs to be a public process, involving input from playground users and local residents in addition to municipal departments. The Consultant is required to visit the site during periods of active use on both weekdays and weekends to both observe usage patterns as well as discuss ideas with the playground users. The Consultant will conduct any neighborhood-outreach meetings required and be prepared to make presentation (s) to the Recreation Board regarding the proposed improvements to the facility.

TASK 4: Prepare Construction Drawings/Specifications /Cost Estimates

Following approval of the final design by the City of Waltham, the Consultant shall prepare detailed construction documents including working drawings, technical specifications, bid documents, and a final

cost estimate. The drawings shall be stamped by the required professionals. The Consultant shall provide the City with four (4) set of stamped mylar, reproducible specifications, and electronic files of drawings and specifications (a duplicate set of electronic files need to be submitted to the Waltham Engineering Department). The Consultant will collaborate on this Task as necessary with all required municipal departments including, but not limited to, the Recreation, Planning, Engineering and Consolidated Public Works Departments, Waltham Housing Authority and Mayor.

TASK 5: Bid Procedure

The Consultant shall attend a pre-bid meeting/site walk, issue any addendum(s) as necessary to clarify the project scope or bid documents, and assist in identifying the responsible low bidder.

TASK 6: Construction Inspections/Oversight

The Consultant shall attend a pre-construction meeting. During construction, the Consultant shall conduct at least one site visit per week. If the City determines that it is necessary, the Consultant shall revise and/or clarify drawings necessitated by changes that arise in the field and are required to complete the construction. The Consultant shall review all submittals/shop drawings and invoices plus the final inspection, punch list, and recommendations on final acceptance of the project.

PROPOSAL SUBMISSION REQUIREMENTS

1. Proposals must be submitted by **10:00 AM December 29, 2011**. The City will select a designer within thirty (30) days of the proposal opening.
2. A Project Briefing Session will be held **December 21, 2011, 10:00 AM beginning at Logan Park - Woerd Avenue, Waltham**
3. Proposals shall be submitted to:

Joseph Pedulla, Chief Procurement Officer

Purchasing Department

City of Waltham

610 Main Street

Waltham, MA 02452
4. Firms are requested to submit a proposal including the following information for formal review:
 - a) Scope of Services

Please refer to the Scope of Work outlined in this proposal and provide a brief summary of work to be performed for each of the five tasks outlined.

b) Time Line for the Project

The timeline must provide the estimated number of weeks that each task identified in the Scope of Work is expected to take. The timeline must also provide an estimated schedule for bidding and construction.

c) Cost for Services

Please use the attached form to submit your costs by task and a project total, based on the total design budget of **\$31,000.00**. The selected firm will invoice for tasks completed. This is a fixed cost fee and does not allow for the reimbursement of other expenses.

d) Information on Team Members and Firm

Each proposal must include resumes of team members with an organizational chart identifying each participating individual's role and responsibilities, and examples of relevant project experience of the firm and individuals.

Questions regarding this Request for Professional Services should be directed to Joseph Pedulla, Chief Procurement Officer via e-mail only at apedulla@city.waltham.ma.us. No phone calls please.

5. Parks' Location.

- Prospect Hill 314 Totten Pond Road, Waltham
- Prospect Terrace 25 Hanson Road, Waltham
- Logan Park Woerd Avenue, Waltham
- McKenna Playground Intersection of Elm Street, Whitcomb Street and Benefit St.

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.....	_____
• 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) 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 seat, 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.

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)

PRICE FORM

PREPARED FOR THE CITY OF WALTHAM

By _____ (Company)

ACTIVITY	PERSON HOURS	TOTAL TASK COST
Task 1	_____	\$ _____
Task 2	_____	\$ _____
Task 3	_____	\$ _____
Task 4	_____	\$ _____
Task 5	_____	\$ _____
Task 6	_____	\$ _____
<i>Cost for an Additional 25 sets of Plans and Specifications</i>		<i>\$ _____</i>
PROJECT TOTAL		\$ _____

Authorized Signature: _____

Print Name: _____

Date: _____