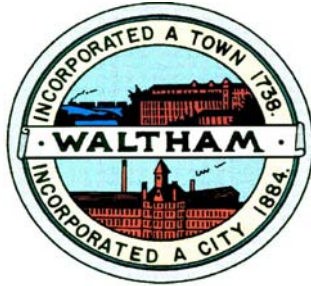


The City of Waltham



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

PAINE ESTATE—CUSTODIAL SERVICES

The bid opening will be held: Thursday May 17, 2012 at 10:00 am

Pre-Bid Meeting will be held: Thursday May 10, 2012 at 9:00 am

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

Table of Contents:

- **Invitation to Bid**
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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 Purchasing Department of the City of Waltham hereby requests sealed bids for:

PAINE ESTATE—CUSTODIAL SERVICES

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

Thursday May 17, 2012 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: Paine Estate Custodial Services

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 on behalf of the Paine Estate a multi-year Custodial Service as specified within this document.

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, based on City Pay Day, will be considered when making awards.

13. TAX EXEMPT.

Purchases by the City of Waltham is exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.

14. SAMPLES.

The Waltham Purchasing Department may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the City, so as to ascertain the product's suitability. If specifically stated in the Bid that samples are required, said samples must be submitted with the Bid prior to the Official

Bid Opening. Failure to submit said samples would be cause for rejection of Bid. All samples must be called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.

15. ACTIVE VENDOR LIST.

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

16. FUNDS APPROPRIATION.

The contract obligation on behalf of the City is subject to prior appropriation of monies from the governmental body and authorization by the Mayor.

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

18. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CORPORATION INFORMATION, are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so.

19. STANDARD OF QUALITY.

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

20. MODIFICATION.

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

21. ASSIGNMENT.

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

22. STABILITY of AGREEMENT:

Section 1. The failure of the City or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the City or of the Union to future performance of any such term or condition and the obligations of the Union or of the City to such future performance shall continue in full force and effect.

Section 2. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation, ordinance or order promulgated by the City.

Section 3. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions hereof and the remaining parts of provisions shall remain in full force and effect.

23. DELIVERIES:

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

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

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

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

24. LABELING.

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

25. GUARANTEES.

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

26. SINGLE VENDOR.

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

27. BEST AND FINAL OFFER.

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

GENERAL CONDITIONS

GENERAL CONDITIONS

1. INFORMATION

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

2. SUITS

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

3. LAWS AND REGULATIONS

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

4. PROTECTION OF PROPERTY

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

5. PROTECTION OF PERSONS

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

6. CONTRACT DURATION.

This contract is for the period between July 1, 2012 and June 30, 2013 and renewable at the discretion of the City for two more one year periods.

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

7. PERSONNEL:

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

8. 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.

9. TERMINATION OF CONTRACT

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

10. CONTRACT OBLIGATIONS

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

11. BIDDER EXPERIENCE EVALUATION

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

15. NOT-TO-EXCEED AMOUNT

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the CPO PRIOR to the commencement of the change order work. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided

16. FINANCIAL STATEMENTS.

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

17 BREACH OF CONTRACT/ NON PERFORMANCE

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable

purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

18 RIGHT TO AUDIT

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

NOTE

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

Specifications

Paine Estate
Custodial Services
Scope of Work

The successful bidder will provide the following tasks:

DAILY TASKS

Common areas (historic part of house, offices, stairways, coat room, etc.)

- Collect and remove all trash and empty trashcans (including second floor bath and bedrooms). Replace liners as needed.
- Thoroughly sweep, dry mop and/or vacuum all floors and carpets including corners, as appropriate. Care should be taken to vacuum or mop away spider webs.
- Gently mop hard wood floors as needed. Mop must be wrung fully dry before washing wooden floors. Do not wash softwood, parquet, or linoleum floors (i.e. those in the dining room, butler's pantry, bride's room and groom's room, 2nd floor bathroom, kitchen, back hall).
- Wax and buff hardwood floors in historic part of the house. Waxing should be done only as needed, once a week during busy months, or once a month during slow months. Extreme care must be given to avoid touching baseboards, other architectural woodwork and furniture with buffer. Softwood, parquet or linoleum floors should not be waxed or buffed; said floors are to be dry mopped, swept or vacuumed with a soft brush.
- Clean windows (including French doors) from the inside as needed. Do not allow spray to drip onto windowsills or wood.
- Straighten-out oriental rugs over their pads so that pads do not show.
- Shake out bed coverlets in bride's and groom's rooms and remake beds.
- Dust flat surfaces as needed (bookcases, window sills, baseboards, moldings, stairs, built-in furniture and other wooden surfaces) with a clean, dry, soft cotton flannel cloth or cotton diaper. Avoid any veneered or inlaid surfaces. Do not use furniture polish, oil, or any chemicals on architectural finishes or furniture. Do not dust paintings, frames or decorative art.

Kitchens

- Empty trash containers and replace liners as needed.
- Clean sinks, polish chrome, and wipe down counter tops, table tops, appliances and butcher-block counters with bleach and water mix.
- Sweep, damp mop and disinfect floor.

Bathrooms

- Thoroughly clean and sanitize.
- Stock paper towels and toilet paper.
- Fill soap containers.
- Empty trashcans and replace liners as needed.
- Refill all dispensers including sanitary napkins, soap, toilet tissue, paper towels, etc.
- Clean, sanitize and polish all fixtures including toilet bowls, urinals, sinks, counters and feminine disposal units, using a germicidal detergent.
- Sweep and mop floors thoroughly using a germicidal detergent solution.

Outside

- Clean front porch, front entrance, side door alcove and patio, involving sweeping and emptying cigarette buckets.
- Collect and remove all trash immediately around the entire house (including terrace and east lawn), parking lot, yard, driveway and upper field.
- Empty trashcans and cigarette buckets into dumpster.
- Sweep and mop porches and stairs.
- Sweep handicapped walkway.
- Brush off exterior furniture and windowsills.
- Remove snow and ice in winter from the porches, as necessary.

MONTHLY TASKS

Function rooms

- Hardwood floors should be buffed and waxed as needed as stated above, although during slow months efforts should be made to only buff and wax once a month, unless otherwise needed.

Kitchens

- **Thoroughly clean refrigerator, freezer (and defrost freezer, if necessary).**
- **Thoroughly clean stove (interior and exterior). The commercial ovens are not self-cleaning.**
- **Spot clean walls with water and mild detergent.**

Museum rooms

- **Clean museum rooms once a month, following standards for “common areas (historic part of house) and as directed by the Curator.**
- **Museum rooms must be unlocked by Curator.**

QUARTERLY TASKS

- **Vacuum and dust storage rooms and their closets.**
- **Spot clean walls (with water and very mild detergent).**
- **Vacuum beneath objects such as beds and case furniture.**
- **Vacuum hearths and fireplaces.**

SEMI-ANNUAL TASKS

- **Vacuum registers and returns.**
- **Wash windows inside and out on the first floor; wash the inside of windows on the second and third floors.**
- **Vacuum and dust inside closets.**

FUNCTION TASKS

The Contractor will perform all of the tasks set forth above under “Daily Tasks”, with additional attention to the bride’s and groom’s bedrooms, including dusting and dry mopping the floors.

Cleaning Schedule

Monday and Friday from 8 am onward.

PAINE ESTATE—CUSTODIAL SERVICES
Specifications

The Paine Estate is a City-owned building that was formerly a single-family home; the Paine Estate located at 100 Robert Treat Paine Drive Waltham MA 02452 is a National Historic Landmark. In addition to serving as a museum, the Paine Estate houses functions (such as weddings and corporate events), which are predominantly, but not exclusively, on the weekends.

Given the extraordinary historic value of the Paine Estate, custodial services must be geared to protecting the historic aspects of the property. Special care must be given at all times not to disturb, damage or erode the physical attributes of the architecture, while at the same time insuring that the property is clean and orderly.

Background

The structure consists of three levels. The majority of activity is confined to the first floor, although there are both a bride's and a groom's room on the second level. The first two levels, with the exception of the kitchen, are considered the "historic part" of the Paine Estate. There is also an office on the third floor, which includes a bathroom and kitchen, none of which is heavily used. The Contractor will use its own vacuum cleaner and low speed buffer.

- The Paine Estate will provide all other equipment and supplies, including but not limited to paper goods and cleaning supplies.
- The property will be open on **Thursday, May 10, 2012 between 9:00 a.m. and 12:00 noon** at which time staff will be available to provide tours through the property and answer questions about the cleaning program, set forth in Appendix B—Scope of Work. No other opportunity will be provided to tour the property.
- The Contractor shall, to the extent possible, assign the same personnel each day to clean the Estate.
- The Contractor will alert City staff if additional supplies are needed, damage occurs or is noticed, or any other problem or issue is encountered relating to the Paine Estate.
- The Contractor will be provided a key to the property and be responsible for locking the property upon departure if no City staff are present.

Scope of Work

Services shall consist of regularly scheduled work performed on weekdays as described below. Additional work may be required on other weekdays, Saturday and Sundays to prepare for functions and/or to clean-up after functions. The City will notify the Contractor in a timely manner when function-related work will be required.

If a function is cancelled prior to the custodial services being performed, the City will alert the Contractor immediately. The Contractor will not be entitled to any compensation for work not performed due to a cancellation.

The previous pages identify daily, monthly, quarterly, and semi-annual tasks. These tasks will be performed during regularly scheduled hours on Monday and Friday mornings. "Daily work" will be performed two times per week (Monday and Friday mornings). Monthly, quarterly and semi-annual tasks will be performed on appropriate days when the function schedule is slow, during regularly scheduled hours. Said Schedule B also identifies anticipated work to be performed for functions.

Custodial services will be provided by one custodian for three hours per shift, unless otherwise agreed to by the parties.

Frequency of Service

- Daily services will be provided for three hours per shift, with two shifts per week on Monday and Friday mornings (six hours per week). If the regularly scheduled cleaning falls on a holiday, the City and Contractor shall mutually select an alternative weekday. The Contractor is not entitled to compensation for any holiday.
- Depending on the number and timing of functions, additional work will be necessary.
- May through December constitutes the busiest time for functions.
- Over the past five years, there has been an average of 88 functions per year, although the past 4 years have witnessed a decline in the number of functions. The preponderance of functions is on the weekends.
- The City reserves the right to adjust the schedule for daily services, as necessary.

Method of Compensation

- Custodial services provided Monday through Friday will be at the regular hourly rate set forth in the Contract. This includes regularly scheduled hours as well as any additional services that are necessary due to functions.
- Custodial services provided Saturday and Sunday will be at an overtime rate set forth in the Contract.
- Since the City is providing all supplies, the City will not reimburse the Contractor for the purchase of any supplies.
- The Contractor will submit one bill per month to the City for services rendered during the prior month.

Submission

Interested bidders must submit the following information, which shall comprise the bid:

- Hourly rates for services, as follows:
 - a. Hourly rate for weekday shifts
 - b. Hourly rate for weekends (Saturday and Sunday)

Bids are to be submitted to:

Joseph Pedulla,
Chief Procurement Officer
Waltham City Hall
610 Main Street
Waltham, MA 02452

Selection: All incomplete applications will be rejected.

The Purchasing Department will evaluate all acceptable proposals and apply the following ratings to measure the relative merits of each proposal. The following criteria will be weighted equally:

1. Cost

The City shall calculate the actual bid submitted by each interested party by taking the total of the following:

- a. 312 hours (6 hours/week X 52 wks/yr) times the hourly rate for regularly scheduled shifts.
- b. 55 functions times 4 hours/shift times your rate.

2. Experience, including experience specific to an historic building.

Questions regarding the IFB should be directed to the Chief Procurement Officer via e-mail only at Jpedulla@city.waltham.ma.us No Phone Calls Please. All questions will be answered until one week prior to the bid opening.

Compliance

(Required Documents.)

Compliance

The compliance documents in this section must be completed, signed and returned **with your bid package.**

Purchasing Department

City of Waltham
610 Main Street
Waltham, MA 02452

Failure to submit the completed documents will cause the disqualification of the proposal.

Section Index

Check when Complete

- Non-collusion form and tax compliance form..... _____
- Corporation Identification Form..... _____
- Certificate of Vote Authorization..... _____
- Three (3) References..... _____
- 5% Bid Bond or Certified Check..... _____
- Workman's and General Liability Insurance..... _____
- 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 Chief Procurement Officer of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of Waltham, the contract will be cancelled and the award revoked.

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative:

Print name _____

Date _____

BID PRICE FORM

(Follows)

THREE YEAR PRICE SHEET

1. Year one (1) price (July 1, 2012 to June 30, 2013)

1. Indicate your Regular Hourly rate \$ _____ x 312 hrs = \$ _____ (a)

2. Indicate your Hourly rate \$ _____ x 55 Functions x 4 hours = \$ _____ (b)

Grand Total Cost of your Proposal \$ _____ (a+b)

2. Year two (2) price (July 1, 2013 to June 30, 2014)

1. Indicate your Regular Hourly rate \$ _____ x 312 hrs = \$ _____ (a)

2. Indicate your Hourly rate \$ _____ x 55 Functions x 4 hours = \$ _____ (b)

Grand Total Cost of your Proposal \$ _____ (a+b)

3. Year three (3) price (July 1, 2014 to June 30, 2015)

1. Indicate your Regular Hourly rate \$ _____ x 312 hrs = \$ _____ (a)

2. Indicate your Hourly rate \$ _____ x 55 Functions x 4 hours = \$ _____ (b)

Grand Total Cost of your Proposal \$ _____ (a+b)

Company's Name: _____

Authorized Signature: _____

Print Name: _____

Date _____

