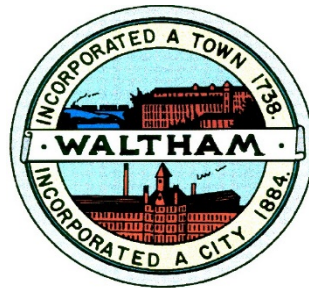


# The City of Waltham



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

**Pumping Stations, Operation & Maintenance 2020-23**

**The bid opening will be held: Wednesday June 24, 2020, 2:00 PM**

# **Table of Contents:**

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

#### **Pumping Stations, Operation & Maintenance 2020-23**

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

**2:00 PM June 24, 2020,**

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/bids](http://www.city.waltham.ma.us/bids)

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

**BID FOR: Pumping Stations Ops & Maint., 2020-23**

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 Combined Public Works Department wishes to engage the services of a qualified company to operate and maintain the City's Pumping Stations**

**AGREEMENT**

**CITY OF WALTHAM**

**ARTICLE 1.** This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the CITY OF WALTHAM, party of the first part, hereinafter called the CITY, by its MAYOR, and

---

\_\_\_\_\_ hereinafter called the CONTRACTOR.

**ARTICLE 2.** Witnesseth, that the parties to this agreement, each in consideration of the agreement on the part of the others herein contained, do hereby agree, the CITY OF WALTHAM for itself, and said contractor for his heirs, executors, administrators and assigns as follows:

To furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished (except as otherwise specified) and deliver in and about the project and to do and perform all work in strict conformity with the provisions of this Contract and of the Notice to Bidders, bid, Project Manual, and Drawings hereto annexed. The said Notice to Bidders, bid, Project Manual, and Drawings are hereby made a part of this contract as fully and to the same effect as if the same had been set forth at length and incorporated in the contracts.

**ARTICLE 3.** In consideration of the foregoing premises the CITY agrees to pay and the CONTRACTOR agrees to receive as full compensation for everything furnished and done by the CONTRACTOR under this contract, including all work required.

This Agreement entered into as of the day and year first written above.

**CITY OF WALTHAM, MASSACHUSETTS**

**FOR THE CITY**

\_\_\_\_\_  
Jeannette A. McCarthy, MAYOR,  
City of Waltham  
Date: \_\_\_\_\_

\_\_\_\_\_  
John B. Cervone, City Solicitor  
Date: \_\_\_\_\_

APPROVED AS TO FORM ONLY

\_\_\_\_\_  
Michael Chiasson, CPW Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
Joseph Pedulla, Purchasing Agent  
Date: \_\_\_\_\_

\_\_\_\_\_  
Paul Centofanti, Auditor  
Date: \_\_\_\_\_

I CERTIFY THAT SUFFICIENT FUNDS  
ARE AVAILABLE FOR THIS CONTRACT

**FOR THE COMPANY**

\_\_\_\_\_  
CONTRACTOR (Signature),  
Date: \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

# Instructions



## INSTRUCTIONS FOR BIDDERS

1. READ ALL DOCUMENTS.

Bidders should familiarize themselves with all the documents contained herein; it is mandatory that all Bids be in compliance with all the provisions contained in said documents.

2. FORMS AND ATTACHMENTS.

Bids are to be completed on the forms provided ONLY and enclosed in a sealed envelope marked on the outside "BID (title)" and the name and address of bidder. Attachments submitted in addition to the Waltham Purchasing Department produced forms may not be considered.

3. PRINTED OR TYPED RESPONSE.

All information must be typewritten or printed in ink, including the price the bidder offers in the space as provided on the bid form.

4. CORRECTIONS.

Bids that are submitted containing cross outs, white outs or erasures, will be rejected. All corrections or modifications to the original bid are to be submitted in a separate envelope, properly marked on the outside, "CORRECTION/ MODIFICATION TO BID (title)" and submitted prior to the bid opening.

ALL DOCUMENTS SUBMITTED WITH YOUR RESPONSE WILL BE INCORPORATED INTO THE CONTRACT.

5. PRICE IS ALL INCLUSIVE.

Bid prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including proper packing, cost of delivery, and in the case of services, completion of same, as per specifications.

6. PRICE DISCREPANCY.

In the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall prevail.

7. EXCEPTIONS

No Exceptions will be acceptable to the City. The City's intent is to purchase precisely what is specified in the document. Only equal or better grade specifications shall be considered by the City.

8. BID DEPOSITS.

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

9. WITHDRAW.  
A Bid may be withdrawn by written request prior to the schedule for the Bid Opening. No withdrawals are permitted after the bid opening date and time. Withdrawals after the bid opening date will cause the forfeit of the bid Deposit.
10. AWARD.  
Bids will be awarded not later than (90) ninety days after the scheduled bid opening date, unless otherwise stated, in the specifications. Unless otherwise specified, bids will be evaluated on the basis of, completeness of your RFP response, responsiveness, responsibility, best price and experience.
11. AWARD CRITERIA.  
Qualified and responsive proposals will be evaluated based on the following rating, which will apply to all Price, Technical, and Compliance requirements.
12. DISCOUNTS.  
Discounts for prompt payments, based on City Pay Day, will be considered when making awards.
13. TAX EXEMPT.  
Purchases by the City of Waltham is exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.
14. SAMPLES. (if Applicable)  
The Waltham Purchasing Department may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the City, so as to ascertain the product's suitability. If specifically stated in the Bid that samples are required, said samples must be submitted with the Bid prior to the Official Bid Opening. Failure to submit said samples would be cause for rejection of Bid. All samples must be called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.
15. ACTIVE VENDOR LIST.  
Vendors who wish to remain on the Active Bid List must either submit a Bid, No Bid, or a letter requesting same, no later than the Official Bid Opening. This is applicable to those vendors who have received the Invitation to Bid.
16. FUNDS APPROPRIATION.  
The contract obligation on behalf of the City is subject to prior appropriation of monies from the governmental body and authorization by the Mayor.
17. THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART OF ANY BID, WHICH IN THE OPINION OF THE AWARDING AUTHORITY, IS IN THE BEST INTERESTS OF THE CITY OF WALTHAM.
18. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CORPORATION INFORMATION, are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so.

19. STANDARD OF QUALITY.

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

20. MODIFICATION.

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

21. ASSIGNMENT.

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

22. DELIVERIES (if applicable)

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

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

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

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

23. LABELING:

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

24. GUARANTEES:  
Unless otherwise stipulated in the specifications, furniture, equipment and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of delivery and acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced the contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make such replacement immediately upon receiving notice from the Purchasing Agent.
25. SINGLE VENDOR.  
The Waltham Purchasing Department desires to award a single contract based on the Grand Total Price. However, where applicable, the City reserves the right to make multiple awards on a unit price basis if, in the opinion of the Waltham Purchasing Department, it is in the best interest of the Waltham Purchasing Department.
26. BEST AND FINAL OFFER.  
The 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.
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.
29. BID OPENING INCLEMENT WEATHER  
If, at the time of the originally scheduled bid opening, City Hall is closed to inclement weather or another unforeseeable event, the bid opening will be extended until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.
30. TIE BREAK  
In the event of a tie where both vendors were responsive and responsible the vendors with a tie agree to a coin toss to determine the winner. The Coin toss will be executed in the presence of both vendors and a witness from the Purchasing Office. The coin will be flipped by the Chief Procurement Officer in the presence of the two bidders. A written record of the process you used, including the results and the names of those participating. The low bidders shall sign an agreement stating that they will abide by the results of the tie breaker. As an alternative, you may allow for a "second round" between the tied vendors.
31. PREVAILING WAGES.  
This is a prevailing wages project. The prevailing wages schedule can be found at [www.city.waltham.m.us/bids](http://www.city.waltham.m.us/bids). The successful vendor must provide along with the periodic invoice a copy of the Certified Payroll in order for the invoice payment to be made

# **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 Agent shall govern.

### 2. SUITS

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

### 3. LAWS AND REGULATIONS

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

### 4. PROTECTION OF PROPERTY

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

### 5. PROTECTION OF PERSONS

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

### 6. CONTRACT DURATION.

This contract is for the period of one year beginning on the date first placed by the Mayor's signature and renewable at the sole discretion of the city for two additional 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	\$2,000,000

Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: *"The City of Waltham is a named additional insured for all insurances under the contract, excluding Automobile and Workers Compensation coverage"*. **Failure by the contractor to provide a current and updated insurance policy, during the entire duration of the contract, may result in additional legal liability.** The Certificate of Insurance must be mailed directly to:

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

8. PERSONNEL:  
The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City Agent shall have the right to require the Contractor to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The City Agent may require the Contractor to submit a weekly performance record of the areas and of the work performed, on forms approved by the City Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.
9. MATERIALS: 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.
- 10A. TERMINATION FOR CONVENIENCE  
The City of Waltham may, in its sole discretion, terminate all or any portion of this Agreement or the work required hereunder, at any time for its convenience and/or for any reason by giving written notice to the Contractor thirty (30) calendar days

prior to the effective date of termination or such other period as is mutually agreed upon in advance by the parties. If the Contractor is not in default or in breach of any material term or condition of this Agreement, the Contractor shall be paid its reasonable, proper and verifiable costs up to the of termination to the extent previous payments made by the City of Waltham to the Contractor have not already done so. Such payment shall be the Contractor's sole and exclusive remedy for any Termination for Convenience, and upon such payment by the City of Waltham to the Contractor, the City of Waltham shall have no further obligation to the Contractor. The City of Waltham shall not be responsible for the Contractor's anticipatory profits or overhead costs attributable to unperformed work.

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.

13. 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

14. 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.

15. 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.

16. **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.

17. **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.

18. **ACTIVE REPARATION CLAIMS**

Does your company or any of its Principals have an active reparation Claim with the City. A claim is any demand by a contract for the payment of disputed invoices, payment penalties, labor disputes, interest, etc. YES \_\_\_\_\_, NO \_\_\_\_\_ (*circle or check applicable*).

If YES Please explain the nature of the claim, date of the claim and City Department

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(Add an additional page if necessary)

19. **THE CITY OF WALTHAM EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION POLICY**

The City of Waltham is committed to a policy of equal employment opportunity and to a program of affirmative action in order to fulfill that policy. The City will accordingly recruit and hire into all positions the most qualified persons in light of job-related requirements, and applicants and employees shall be treated in employment matters without regard to unlawful criteria including race, color, religion, ancestry, national origin, sex, sexual orientation, disability, age, positive HIV-related blood test results, status as a disabled or Vietnam Era Veteran, genetic information, or gender identity or expression, as these terms are defined under applicable law, or any other factor or characteristic protected by law. In addition, The City of Waltham recognizes that discriminatory harassment and sexual harassment are forms of unlawful discrimination, and it is, therefore, the policy of the City of Waltham that discriminatory harassment and sexual harassment will not be tolerated. The City of Waltham also prohibits unlawful harassment on the basis of other characteristics protected by law.

Further, employees and applicants will not be subjected to harassment or retaliation because they have engaged in or may engage in the following: filing a complaint or

assisting or participating in an investigation regarding alleged discrimination or harassment as prohibited in the policy statement above; filing a complaint or assisting or participating in an investigation, compliance evaluation, or any other activity related to the administration of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA"), Section 503 of the Rehabilitation Act of 1973 ("Rehabilitation Act"), or the Affirmative Action provisions of federal, state or local law; opposing any act or practice made unlawful by VEVRAA requiring equal employment opportunities for individuals with disabilities, disabled veterans, or veterans of the Vietnam Era; or exercising any rights under VEVRAA or the Rehabilitation Act.

Sources: Titles VI and VII of the Civil Rights Act of 1964; the Immigration Reform and Control Act of 1986; Title IX of the Education Amendments of 1972; the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Age Discrimination Act of 1975; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; Section 402 of the Vietnam-Era Veterans Readjustment Assistance Act of 1974; Executive Order 11246 as amended; The Genetic Information Nondiscrimination Act of 2008 and such other federal, state and local non-discrimination laws as may apply.

20. BUY RECYCLING REQUIREMENTS

The City of Waltham's Buy Recycling Procedure follows the EPA's Comprehensive Procurement Guideline (CPG) program promoting the use of materials recovered from solid waste. Buying recycled-content products ensures that the materials collected in recycling programs will be used again in the manufacturing of new products. The City requires that the purchase of products and material supplied by subcontractors originate, as often as practical, from the recycling of previously used materials.

21. DELIVERY OF SEALED BIDS

While Waltham City Hall is closed due to the COVID-19 Emergency, to ensure that all bids are received on time, the City is asking that you follow the procedure below:

IF THE BID IS MAILED:

The best delivery service is US Postal Service. While UPS, FEDEX and other carries do not have access to City Hall, the US Postal Service delivers inside City Hall daily. It is best to use the USPS overnight service to deliver your sealed bid.

IF THE BID IS DROPPED OFF:

The best way to make sure the bid is received on time and without cutting it too close to the bid deadline, is to have the bid dropped off the weekday before the due date. When dropping off the bid the day before the due date, the City is asking that you call ahead 781-314-3244 or 781-314-3240 so that the Purchasing Department can meet you at the door to accept your bid envelope.

**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**

**&**

**Bid Form**

## **BID FORM & SPECIFICATIONS**

### **PUMP STATION**

TO: JOSEPH PEDULLA, CPO  
CITY OF WALTHAM, MASSACHUSETTS

The undersigned, as bidder, hereby declares that he has carefully examined the specifications and provisions attached hereto, and that he proposes and agrees, if this bid is accepted, that he will contract with the CITY OF WALTHAM in the form prescribed for PUMP STATION OPERATION AND MAINTENANCE for the City of Waltham between **July 1, 2020 and June 30, 2023**, as herein specified and will provide therefore all necessary labor, machinery, materials and equipment, and will perform all the work in the manner prescribed and according to the requirements of the Director of Public Works.

Accompanying this bid is cash or a treasurer's check payable to the City of Waltham, or a bid bond in the amount of five percent (5%) of the contractor's bid price

If this bid shall be accepted and the undersigned shall fail to execute the required contract, in accordance with the terms herein set forth, within five days from the date of mailing a notice to the undersigned at the address given below that the contract is ready for signature, the City of Waltham may, at its option, determine that this bid shall be null and void, and the aforesaid cash or checks shall become the property of the City of Waltham; otherwise the said cash or checks shall be returned to the undersigned.

#### **Scope of Services:**

- 1)** Perform monthly inspections at each of the seven wastewater pumping stations and at the two water pumping stations to systematically inspect and operate all electrical, control and mechanical equipment. Document operator's inspection and maintenance and other aspects of the pump operation that have been evaluated, using a custom data logging system. Inspections shall include, but are not limited, to the following:
  - a)** Interior and exterior of the pump station area
  - b)** Electrical panels
  - c)** Operation of the electrical system
  - d)** Operation of the heating, ventilation and dehumidification systems
  - e)** Operation of instrumentation and controls including level controls, alarm functions (local annunciators), call out and telemetry
  - f)** Observe an on load test of the stand-by generators for a minimum of 20 minutes to check their operation and inspect for any deficiencies
  - g)** Check the operation of the data acquisition units for functionality, troubleshooting as necessary.
  - h)** Miscellaneous operations including:
    - i)** Pump and motors, including seals
    - ii)** Check valves and gate valves
    - iii)** Mechanical piping
    - iv)** Sump pump

- v) Pressure gauges
  - vi) Stand-by generators and automatic transfer switches
  - vii) Inspection of wet wells for leaks, floating debris and need for cleaning
  - viii) Test alarm functions
- 2) Prepare and submit an electronic report to the Consolidated Public Works Department summarizing the monthly inspections of the pumping stations. Include recommendations for changes in the operation and/or maintenance practices, followed by the personnel responsible for the pumping station operation. Include recommendations, preliminary cost estimates for equipment, and pump station system upgrades as required. The letter report shall be due within 15 calendar days of the inspection. This report shall be submitted electronically to the Director of Consolidated Public Works, the Assistant City Engineer, the Water-Sewer Superintendent and the Pump Station Operator.
  - 3) Maintain and service pumping equipment following manufacturer recommendations and requirements. Maintenance shall include, but is not limited to, lubrication, exercise and testing of pumping equipment and controls.
  - 4) Organize and conduct a preventive maintenance program at the pumping stations that will include:
    - a) Control and instrumentation inspection of relay, contact, and pressure sensing equipment involved with the controls and instrumentation and mechanical valve equipment.
    - b) Inspection of electric motors and service equipment within the station. Motors will be checked for amperage draw and connections.
    - c) Bi-annual cleaning of the wet wells at each sewer pumping station in the spring and fall to be completed by May 15th, and November 15th respectively.
  - 5) Perform a scheduled operation and maintenance (O&M) program for the stand-by generators that will consist of two service calls, annually to each of six stand-by generators. The following tasks shall be performed:
    - a) Annually (once per year) change the oil, oil filters, and fuel filters where applicable. Engine safety systems will be mechanically failed to verify operation where possible. Automatic transfer switches will be inspected and exercised. Observe an on load for the generator service to check operations and inspect for any deficiencies. Provide a complete report of the services performed after each visit, and communicate these in electronic format to the Director of Consolidated Public Works, Assistant City Engineer, the Water-Sewer Superintendent and the Pump Station Operator.
    - b) Annually (once per year) a system check will be performed to check proper lubrication and cooling of the stand-by units. Refill (top off) all fluids as necessary. Observe an on load test for a minimum of 20 minutes after each generator service to check operations and inspect for any deficiencies. Provide a complete report in electronic format of the services performed after each visit to the Director of Consolidated Public Works, Assistant City Engineer, the Water-Sewer Superintendent and the Pump Station Operator.
  - 6) Perform annual preventive maintenance per manufacturers' recommendations on the three Parco pneumatic actuated valves at the Cedarwood Pumping Station, the check valves at the Brandeis and Prospect Hill vaults and the 5 pressure reducing valves located across the city. Costs shall not exceed \$10,000 per year without written permission from the OWNER.
  - 7) Once per contract term (36 months) calibrate and test the flow metering devices at each sewer pump station and the Cedarwood water pumping station.
  - 8) Provide 24-hour on-call service for the pumping stations and generators on an as requested basis. All repair maintenance, if necessary, will be performed according to the schedule of fees in the bid. Costs shall not exceed \$40,000 per year without written permission from the OWNER.

**Facilities included in this contract:**

Wastewater Pumping Facilities					
Location	Type	Pump 1 Model	Pump 2 Model	Pump 3 Model	Generator Model
356 Second Ave	Concrete Custom Flooded-suction	Cornell 12NHTM-VF18	Cornell 12NHTM-VF18	Cornell 12NHTM-VF18	Kohler 125REZGC
1531 Trapelo Rd	Concrete Custom Flooded-suction	Ingersoll Dresser 6MFC11 FR-3	Ingersoll Dresser 6MFC11 FR-3	Worthington 6MFC-11	Kohler 30 REZG
22 Spencer St	Concrete Custom Flooded-suction	Cornell 4NHTA-VF16	Cornell 4NHTA-VF16	Cornell 4NHTA-VF16	Kohler 30 REZG
38 Wimbledon Cir	Concrete Custom Flooded-suction	Crane	Crane	NONE	
40 Edgewater Dr	Fiberglass Packaged suction-lift	Gorman Rupp T4A3	Gorman Rupp T4A3	NONE	Kohler 30 REZG
47 Woerd Ave	Concrete Custom Flooded-suction	Worthington 4MFV-11FR.3	Worthington 4MFV-11FR.3	NONE	Kohler 30 REZG
Cedarwood Wastewater Ejector Pump	Fiberglass Packaged suction-lift	Out of Service - to be replaced	NONE	NONE	NONE
Water Pumping Facilities					
Location	Type	Pump 1 Model	Pump 2 Model	Pump 3 Model	Generator Model
Cedarwood (246 South St)	Custom Pump House	Aurora 411BF	Aurora 411BF	Aurora 411BF	NONE
Warwick Ave @ Abbott Rd	in line booster pump		NONE	NONE	NONE
Other Water Facilities					
Location	Type				
Prospect Hill (Prospect Hill Tanks)	Check Valve in Vault				
Brandeis University (Cedarwood Tank)	Check Valve in Vault				
South Street (driveway to Cedarwood Pump Sta)	Pressure Reducing Valve in Vault				
Lexington Street (@Beaver St)	Pressure Reducing Valve in Vault				
Bacon Street	Pressure Reducing Valve in Vault				
Trapelo Road (@ Manning Rd)	Pressure Reducing Valve in Vault				
Lunda Street (@Prospect Hill Rd)	Pressure Reducing Valve in Vault				

**Schedule:**

Commencement shall be **July 1, 2020**, or the date of the notice to proceed, whichever is later.

**Fees:**

**Costs associated with tasks 1 – 7 in the Scope of Services shall be included in one lump sum.** Payments shall be prorated over the 36 month contract period.

**Costs associated with task 8** shall be paid using the Following schedule of values and the actual hours for a mechanic/instrumentation specialist/electrician. Estimated hours are for comparison of bids only.

Tools, transportation, telephone and office overhead shall be included in the above work and fixed fees.

ITEM NO.	QTY.	ITEM WITH UNIT BID PRICE OR PERCENTAGE WRITTEN IN WORDS	UNIT PRICE	AMOUNT
1	1 LS	Tasks 1 through 7 (Based on Thirty-six [36] monthly inspections)  Lump Sum	\$ _____	\$ _____
2	150 hours	Instrumentation Controls Specialist, Task 8 7:00 am to 4:30 pm weekdays _____ Hourly Rate	\$	\$
3	30 hours	Instrumentation Controls Specialist, Task 8 4:30 pm to 7 am weekdays, and weekends and holidays _____ Hourly Rate	\$	\$
4	150 hours	Electrician, Task 8 7:00 am to 4:30 pm weekdays _____ Hourly Rate	\$	\$
5	30 hours	Electrician, Task 8 4:30 pm to 7 am weekdays, and weekends and holidays _____ Hourly Rate	\$	\$
6	300 hours	Mechanic, Task 8 7:00 am to 4:30 pm weekdays _____ Hourly Rate	\$	\$
7	45 hours	Mechanic, Task 8 4:30 pm to 7 am weekdays, and weekends and holidays _____ Hourly Rate	\$	\$
8	T.B.D.	Percentage Markup on materials _____ Per Cent _____% (words) (figures)	Markup Value  \$	Markup Value  \$

Total bid price for Labor Only Written in words: _____  _____	Total bid price for Labor Only, <i>(excluding % markup),</i> written in figures:  \$ _____  _____
_____	_____

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
 \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

The undersigned, as bidder, hereby declares that he will take full payment thereof sums based on the above unit prices as applied to the various quantities ordered by the Director of Consolidated Public Works from time to time during the life of this contract. All unit prices quoted herein shall be firm for the duration of this Contract, regardless of any changes in the cost of materials and labor.

It is understood and agreed that the quantities set forth in the Bid are approximate and the actual quantity of work to be done may be more or less, as determined by the Director of Consolidated Public Works. The Contractor agrees that he shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

BIDDING COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_



# **Compliance**

**(Required Documents.)**

## Compliance

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

### Purchasing Department

City of Waltham  
610 Main Street  
Waltham, MA 02452

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

### Section Index

Check when Complete

- Non-collusion form and tax compliance form..... \_\_\_\_\_
- Corporation Identification Form..... \_\_\_\_\_
- Certificate of Vote Authorization..... \_\_\_\_\_
- Three (3) References..... \_\_\_\_\_
- Workman’s and General Liability Insurance..... \_\_\_\_\_
- Debarment Certificate ..... \_\_\_\_\_
- Right-to-know Law..... \_\_\_\_\_
- OSHA 10 Certificate for all Assigned Employees (MGL ch30, §39M and Ch 149) \_\_\_\_\_

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.

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NON-COLLUSION FORM AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

\_\_\_\_\_  
(Signature of person signing bid or proposal)

\_\_\_\_\_  
(Name of business)

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TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, & 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature of person submitting bid or proposal

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

**NOTE**

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

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

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

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

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

SIGNED:

(Corporate Seal)

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

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

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COMMONWEALTH OF MASSACHUSETTS

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

Date:

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

Notary Public;

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

### CORPORATION IDENTIFICATION

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

**If a Corporation:**

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

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

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

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

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

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

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

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

Residence \_\_\_\_\_

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

Residence \_\_\_\_\_

**If an Individual:**

Name \_\_\_\_\_

Residence \_\_\_\_\_

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

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

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

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

Residence \_\_\_\_\_

Date \_\_\_\_\_

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

By \_\_\_\_\_

Signature

\_\_\_\_\_

Title

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

City

State

Telephone Number

PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

**NOTE**

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.

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**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.

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

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Signature

Date

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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.

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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 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.

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

Address \_\_\_\_\_

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

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

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

Authorized Signature: \_\_\_\_\_

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

Date \_\_\_\_\_



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**10 HOURS OSHA TRAINING CONFIRMATION**

Chapter 306 of the Acts of 2004  
CONSTRUCTION PROJECTS  
AN ACT RELATIVE TO THE HEALTH AND SAFETY ON PUBLIC

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

Company Name:

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Address:

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Signature:

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Title:

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Print Name

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*See following Chapter 306 of the Acts of 2004*

**NOTE**

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.