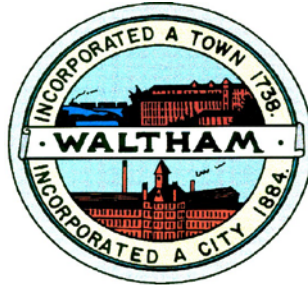


The City of Waltham



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

**SIP Circuits Replacement Service Compatible With
The Current Siemens High Com System**

The bid opening will be held: 11:00AM September 29, 2020

Last Day for Written Questions: 1.00 PM September 22, 2020

Via E-Mail Only to jpedulla@city.waltham.ma.us

Table of Contents:

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

Invitation to Bid

The City of Waltham

Purchasing Department

REQUEST FOR PROPOSAL (RFP)

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

***SIP Circuits Replacement Service Compatible with
The Current Siemens High Com System***

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

Bid Opening: 11:00AM September 29, 2020

Last Day for Written Questions: 1: 00 pm September 22, 2020

Via E-Mail Only to Jpedulla@city.waltham.ma.us

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

Specifications and information available on line by visiting the Waltham Purchasing Department web site at www.city.waltham.ma.us/bids

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

***SIP Circuits Replacement Service Compatible with
The Current Siemens High Com System***

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 (hereinafter “City”) is seeking proposals, in the form of bids, from qualified and experienced prospective Consultants to provide SIP Services to replace a number of circuits compatible with Siemens High Com System now in place in the city.

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 DESIGNER.

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 designer 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 DESIGNER agrees to receive as full compensation for everything furnished and done by the DESIGNER under this contract, including all work required herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such prices as are set forth in the accompanying bid.

Date for **final completion of the project is 60 Days from the date of the Notice-to-Proceed (NTP)**

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

Donald Aucoin, IT Director
Date: _____

Joseph Pedulla, Purchasing Agent
Date: _____

Paul Centofanti, Auditor
Date: _____

I CERTIFY THAT SUFFICIENT FUNDS
ARE AVAILABLE FOR THIS CONTRACT

FOR THE COMPANY

DESIGNER (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/PROPOSAL (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/PROPOSAL (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. EXCEPTIONS

No Exceptions will be acceptable to the City. The City's intent is to purchase precisely what is specified in the document.

7. 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.

8. 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.

9. AWARD CRITERIA.

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

12. DISCOUNTS.

Discounts for prompt payments will be considered when making awards.

13. TAX EXEMPT.
Purchases by the City of Waltham is exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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 Designer 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 Designer shall not assign any sum or sums due or becoming due to him hereunder without the prior written consent of the City.
22. GUARANTEES.
Unless otherwise stipulated in the specifications, all durable items shall be guaranteed by the designer 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 designer free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The designer shall make such replacement immediately upon receiving notice from the Purchasing Agent.
23. 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 theWaltham Purchasing Department.
24. CHANGE ORDERS.
Change orders are not effective until, if, as and when signed by the Mayor and no work is to commence until the change orders are fully executed.
28. BID OPENING INCLEMENT WEATHER
If, at the time of the originally scheduled bid opening, City Hall is closed to inclement weather or another unforeseeable event, the bid opening will be extended until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.
29. 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.
30. ORIGINAL SIGNATURES
Where a signature is required in the bid documents, the vendor is required to place an original "wet" signature. The Certificate of Vote Authorization, Certificate of Non Collusion Certificate, Tax Compliance Certificate, Debarment Certification, Notary Public Certification and the Bid Form (price form) MUST bear an original "Wet" signature by the authorized corporate officer. The Notary Public Certification must be from a notary permitted to practice in this country. No certifications by a foreign Notary public will be accepted.
31. PRINTING AND ASSEMBLY BID SUBMISSION
Bid responses shall be submitted in single page printing format. No double-sided printing is accepted by the City. The response binding shall be with an appropriately sized clip binder. No staples, no metal or plastic binding is accepted.
32. COVID-19 BID OPENING
Based on Governor Baker's declared state of emergency, in-person bid or proposal openings are not required at the present time to satisfy Chapter 30B. If a bid is not opened at a public meeting, Chapter 30B requires that the opening be in the presence of a witness or witnesses. Under the current emergency, the opening does not need to be witnessed in person. The opening can be livestreamed for the witnesses and recorded for public record purposes. For the present time and

until the emergency is lifted by Governor Baker, the City of Waltham will not hold in-person bid openings or proposals. However, the city will continue to record and prepare a spreadsheet showing all of the prices received and distribute the same to all interested parties. Copies of the same bid results will also be posted in the City web site at www.city.waltham.ma.us/bids .

GENERAL CONDITIONS

GENERAL CONDITIONS

1. INFORMATION

All information shall come from the Office of the City Purchasing Agent. The Designer 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 Designer 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 Designer 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 PERSONS

The Designer shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Designer 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 Designer, his agents or employees, or any subcontractor.

5. CONTRACT DURATION.

This contract is for the period required to complete the project

6. INSURANCE

A. **WORKMAN'S COMPENSATION:** The Designer shall provide 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 Designer. Designers shall provide insurance on a primary basis and the designer's policy shall be exhausted before resorting to other policies. The designer's policy is the primary one not the contributory.

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
-------------------	-------------

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 designer 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 Chief Procurement Officer
Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02452

7. PERSONNEL:

The Designer 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 Designer to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The City Purchasing Agent may require the Designer to submit a weekly performance record of the areas and of the work performed, on forms approved by the City Purchasing Agent. The Designer or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

8. MATERIALS (if applicable)

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

9. TERMINATION FOR CONVENIENCE.

This contract may be terminated by the City 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 Designer 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 Designer is not in default or in breach of any material term or condition of this Agreement, the Designer 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 Designer have not already done so. Such payment shall be the Designer's sole and exclusive remedy for any Termination for Convenience, and upon such payment by the City of Waltham to the Designer, the City of Waltham shall have no further obligation to the Designer.

The City of Waltham shall not be responsible for the Designer's anticipatory profits or overhead costs attributable to unperformed work.

upon deliverance to the Designer 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 designer shall submit with his/her response, 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 Designer shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Designer refurnish services at no additional cost to the City until approved by the City. If the Designer 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 Designer. 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 Designer. If the damages sustained by the City exceed sums due or to become due, the Designer shall pay the difference to the City upon demand. The Designer shall not be liable for any damages sustained by the City due to the Designer'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 Designer 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 designer 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.
20. 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

(Add an additional page if necessary)

21. 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.

SPECIFICATIONS

SCOPE OF WORK

CIRCUIT CONFIGURATIONS OR SOLUTIONS TO Replacement of City's PRI circuits to provide comparable telephony service with SIP Service over the interned compatible with the City's current Siemens High Com System.

a) DELIVERABLES BY THE CONSULTANT

The consultant shall determine/provide the:

- Number of Trunk Lines/Call Paths/Voice Channels: - 30
- Number of DIDs needed (new or ported): - 1000
- Number of E911 Entries: - 1000
- Number of Toll-Free Numbers, if any (new or ported): - 1
- Fax lines need to be evaluated for suitable alternative fax traffic lines:
- Minutes of use (MOU):
 - Local /Long Distance US48– 20,000 minutes
 - International –
 - Toll-Free inbound –
- Vendor-management, including the identification of problems, shall be provided at each phone system location.
- Solution must address real-time disaster recovery failover for business continuity between the 2 centralized phone system locations.
- Vendor shall be able to share SIP trunk lines between locations thereby reducing the amount of overall trunk lines needed.
- Vendor must provide monitoring of voice services and describe notification structure in the event of an outage. Details of monitoring information must be presented through customer portal.
- Must be able to assume/port/utilize customer's current DID numbers
- 24x7x365 monitoring of SIP trunk & CPE
- 24x7x365, provider-owned & operated Network Operations Center (NOC) with live representatives for repair/troubleshooting

b) PROJECT APPROACH

- The consultant shall provide information with your response addressing how the SIP Trunking solution will handle the following failures. The information must state what happens to existing calls and what the capacity (simultaneous calls & DID numbers) will be during these failures.
 - Failure of a Carrier Session Border Controller (SBC)
 - a. If the carrier provided SBC fails
 - Failure of a single SIP Trunking Access Circuit
 - Failure of an entire carrier Data Center site
- Vendor shall provide a E911 solution that is compliant with developing E911 legislation. This must also include real time portal control & real time testing of E911 configuration.

- Please provide detailed information on your service offerings as they relate to User Portal available in your proposed SIP environment. Please include any applicable fees or charges for these services in the answer to this question.
- Describe your faxing solution. Do you use T.38 Codec? If not, what method do you use to support faxing?
- Is the proposed solution compatible with customer's hardware platform?
- Please describe how your SIP service will provide E911 service to all of our locations. When we move a telephone from one location to another, what steps are required to insure E911 service routes 911 calls to the correct PSAP?
- What is your company's approximate time to increase or decrease talk paths? Please describe how the we would need to undertake to request this. What are the contract implications for increasing or decreasing the number of talk paths?

c) IMPLEMENTATION PLANS

- Explain the proposed implementation strategy, including a proposed project timeline.
- With regard to project management, please explain the interface between us and your organization.
- Please provide further details regarding ongoing support for your solution.
- Indicate the expected Implementation timeframe/schedule.

d) TAXES/ FEES

Vendor shall provide estimated taxes and fees with service quote.

e) EVALUATION OF PROPOSALS

An Evaluation Committee, appointed by the Chief Procurement Officer, made up of members of the City of Waltham Purchasing Department and IT Department will review all proposals. Proposals will be evaluated in accordance with the comparative evaluation criteria below. Final selection of the most advantageous proposal will be based upon an evaluation and analysis of the information and materials provided pursuant hereto. Each member of the Evaluation Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable to each comparative evaluation criteria.

A contract will be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous, taking into consideration cost and evaluative criteria. The City reserves the right to reject any and all proposals and to award a contract as determined to be in the best interests of the City.

Ratings for Comparative Criteria will be weighted as noted:

1. **Cost (40 points):** Appropriateness, reasonableness and competitiveness of the cost proposal, including hourly charges for personnel and responsiveness to cost information requirements. Costs associated with enhancements and/or deletions to the Scope of Services may be considered under this criterion.
2. **Qualifications of key personnel and relative references (20 points):** The identity and qualifications of key personnel, team members available to work on this project, including their expected project assignments. The quality (appropriateness, capability and relevant project experience) of key personnel and continuity of the project team, key personnel throughout the project.

Highly Advantageous: The identity and qualifications of key personnel, team members and sub-consultants available to work on this project, including expected project task assignments, are clear, concise and outlined. The appropriateness, capability and relevant project experience of key personnel is presented, as well as the assurance of continuity of the project team is efficiently presented. **(20 points)**

Advantageous: The identity and qualifications of key personnel, team members and sub-consultants available to work on this project, including expected project task assignments, is presented. The appropriateness, capability and relevant project experience of key personnel is provided but not necessarily specific to job tasks. **(10 points)**

Not Advantageous: The identity and qualifications of key personnel, team members and sub-consultants available to work on this project, including expected project task assignments, is presented, but does not sufficiently detail the project approach to provide components necessary to evaluate. **(5 points)**

Unacceptable: Key personnel are not identified and/or do not possess the qualifications necessary to complete the scope of services. **(0 points)**

3. **Similar experience/past performance on similar projects (15 points):** The proposer's prior similar experience, including the work which best illustrates the team's most relevant experience, ability and expertise to perform the services requested in this RFP; and the proposer's past performance on similar projects, ongoing and completed within the past five years. The committee will review project descriptions and references from 3 communities in Massachusetts for systems of similar in size and complexity where the CONSULTANT has performed services similar to those included in this request.

Highly Advantageous: The Proposer has three or more similar projects they have performed on within the past five years. **(15 points)**

Advantageous: The Proposer has more than one but less than three similar projects they have worked on within the past five years. **(7 points)**

Not Advantageous: The Proposer has worked on one similar project within the past five years, or has worked on one or more over five years ago. **(3 points)**

Unacceptable: The Proposer has never worked on a project of this type. **(0 points)**

4. **Technical Approach, Capacity, Management Approach (35 points):** The quality, completeness and methodology of the technical approach envisioned for the project in response to the Scope of Services. The proposer's capacity to apply and commit itself successfully to the project tasks and to complete required services; its absence of conflicting commitments to concurrent projects; and its scheduling. The clarity, completeness and effectiveness of the proposed organizational structure and the proposed management approach required to successfully manage this project. The demonstrated ability of the team to work together effectively, to maintain schedule and cost control on this project, to resolve resource constraints, and to interact effectively with City of Waltham operations and staff.

Highly Advantageous: The quality, completeness and methodology of the technical approach envisioned for the project in response to the scope of services is detailed, logical and highly efficient. The proposer's capacity to apply and commit itself successfully to the project tasks and to complete the required services is presented, including absence of conflicting commitments to concurrent projects and scheduling. The proposed organizational structure and proposed management approach is presented with clarity, completeness and effectiveness. The ability of the proposer's team to work together effectively, maintain schedule and cost control, resolve resource constraints and interact effectively with City operations and staff is addressed with clear and concise description. **(35 points)**

Advantageous: The quality, completeness and methodology of the technical approach envisioned for the project in response to the scope of services is presented with some detail and is marginally efficient. The proposer's capacity to apply and commit itself successfully to the project tasks and to complete the required services is addressed but has some possible conflicting commitments to concurrent projects and scheduling. The proposed organizational structure and proposed management approach is presented with some minimal detail. The ability of the proposer's team to work together effectively, maintain schedule and cost control, resolve resource constraints and interact effectively with City operations and staff is addressed but with only marginal description.

(20 points)

Not Advantageous - The quality, completeness and methodology of the technical approach envisioned for the project in response to the scope of services is presented with the absence of detail and is not efficient. The proposer's capacity to apply and commit itself successfully to the project tasks and to complete the required services is not addressed. The proposed organizational structure and proposed management approach is not explained in sufficient detail. The ability of the proposer's team to work together effectively, maintain schedule and cost control, resolve resource constraints and interact effectively with City operations and staff is not included in the approach description. **(7 points)**

Unacceptable – Technical approach is presented with no detail, commitment to dedicate to required tasks and schedule is missing, management approach and organizational structure is not included or ability of proposer's team to work together, resolve issues, work with City staff or operations is absent. **(0 points)**

f) PRICING (See Price Sheet)

The City's Plan is to receive and pay Monthly Bills that do not fluctuate more than 5% from month to month and avoid large Invoice Swings that are associated with a Busy System.

Interested Parties shall, therefore, propose monthly Bills for the Duration of the Contract that are All Inclusive, Fixed Scale based on an Average Monthly Minutes of 23,000.

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	_____
• W-9 Tax Form.....	_____

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.

“WET” Signature Required

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)

“WET” Signature Required

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 designers, 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.

WET” Signature Required

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: _____

“WET” Signature Required

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.

“WET” Signature Required

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. “Principals” means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of Waltham, the contract will be cancelled and the award revoked.

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative:

Print name _____,

Date _____

**BID PRICE FORM
(Follows)**

BID PRICE FORM

My Company proposes the following *all-inclusive FIXED-SCALE BASED ON AVERAGE OF 23,000 minutes per month PRICING FOR 3 YEARS* to provide the services described within this bid document.

\$: _____

Price in words: _____

My company recognizes receipt of addenda # __, __, __, __, __, __, __, __, __, __.

"WET" Signature Required

Company Name: _____

Authorized Signature: _____

Print Name: _____

E-Mail Address: _____

Date: _____