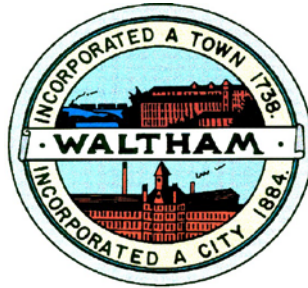


# The City of Waltham



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

**SSO Mitigation Project, Area 1314**

**The bid opening will be held: Thursday October 31, 2013 at 2:00 PM**

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

# **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:

### **SSO Mitigation Project, Area 1314**

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

**Thursday October 31, 2013 at 2:00 PM**

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

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

Bids must be signed and enclosed in two (2) sealed envelopes. One envelope shall be marked QUALIFICATIONS for the Design of the Lexington Street and School Street Water Main and Sewer Replacement. The second (2d) envelope shall be marked PRICE for the CONSTRUCTION OVERSIGHT SERVICES, NSTAR – TRAPELO ROAD CONDUIT / DUCT BANK INSTALLATION PROJECT

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

This is a Sanitary Sewer Overflow mitigation project. The selected consultant shall analyze and design improvements to the sanitary sewer to increase the hydraulic capacity in specified areas of the city by reducing infiltration and inflow.

## **AGREEMENT**

### **CITY OF WALTHAM**

**ARTICLE 1.** This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 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 by not included in the items 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.

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

\_\_\_\_\_  
Stephen Casazza, City Engineer  
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 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 all administrative costs, profit and overhead.

6. PRICE DISCREPANCY.

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

7. EXPLANATIONS, EXCEPTIONS

Explanations, exceptions or other information pertinent to the specifications may be made in writing and included in the same envelope with the bid.

8. BID DEPOSITS.

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

9. WITHDRAW.

A Bid may be withdrawn by written request prior to the schedule for the Bid Opening. No withdrawals are permitted after the bid opening date and time. Withdrawals after the bid opening date will cause the forfeit of the bid Deposit.

10. AWARD.

Bids will be awarded not later than (90) ninety days after the scheduled bid opening date, unless otherwise stated, in the specifications. Unless otherwise specified, bids will be evaluated on the basis of, best price, experience, completeness of your RFP response, responsiveness and responsibility but not necessarily in that order.

11. AWARD CRITERIA.

Qualified and responsive proposals will be evaluated based on the criteria listed in the Section 6 - Evaluation and Ranking of Proposals

12. DISCOUNTS.

Discounts for prompt payments will be considered when making awards.

13. TAX EXEMPT.

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

14. SAMPLES.

The City of Waltham may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the City, so as to ascertain the product's suitability. If specifically stated in the Bid that samples are required, said samples must be submitted with the Bid prior to the Official Bid Opening. Failure to submit said samples would be cause for rejection of Bid. All samples must be called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.

15. ACTIVE VENDOR LIST.

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

16. FUNDS APPROPRIATION.

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

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

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

19. STANDARD OF QUALITY.

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

20. MODIFICATION.

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



21. ASSIGNMENT.

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

22. GUARANTEES.

Unless otherwise stipulated in the specifications, all 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.

23. CHANGE ORDERS.

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

28. BID OPENING INCLEMENT WEATHER

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

## **GENERAL CONDITIONS**

1. **INFORMATION**

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

2. **SUITS**

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

3. **LAWS AND REGULATIONS**

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

4. **PROTECTION OF PROPERTY**

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

5. **PROTECTION OF PERSONS**

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

6. **CONTRACT DURATION.**

This contract is for the period required to complete the project.

7. **INSURANCE**

**A. WORKMAN'S COMPENSATION:** The Contractor 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 Contractor. Contractors shall provide insurance on a primary basis and the contractor's policy shall be exhausted before resorting to other policies. The contractor'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
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Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: "The City of Waltham is a named Additional Insured for all Insurance". The Certificate of Insurance must be mailed directly to:

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

8. PERSONNEL:

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

9. MATERIALS

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

10. TERMINATION OF CONTRACT

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

11. CONTRACT OBLIGATIONS

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

12. BIDDER EXPERIENCE EVALUATION

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

15. NOT-TO-EXCEED AMOUNT

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the City's Purchasing Agent, City Auditor, Law Department and the Mayor prior to the commencement of the change order work. No work is to begin until the proper approvals have been obtained. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided

16. FINANCIAL STATEMENTS.

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

17. BREACH OF CONTRACT/ NON PERFORMANCE

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until

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

18 RIGHT TO AUDIT

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

19. CITY ORDINANCE. APPROVAL OF CONTRACTS BY MAYOR, SEC. 3-12 OF THE CITY ORDINANCES.

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

**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

## **1. PROJECT SCOPE**

### **PROJECT OVERVIEW:**

This is a Sanitary Sewer Overflow mitigation project. The selected consultant shall analyze and design improvements to the sanitary sewer to increase the hydraulic capacity in specified areas of the city by reducing infiltration and inflow. This project is being undertaken as part of a Mass DEP Administrative Consent Order (ACO) and has strict timelines as required by the ACO.

### **2. PROJECT SCOPE:**

**Task 1: Area 1314 Evaluation for Infiltration/Inflow Removal:** The evaluation will confirm the areas required for use of cured-in-place-pipe (CIPP) lining, manhole lining, lining of service connections, and limited spot repairs for damaged pipe.

The study area consists of approximately 88,000 linear feet of sewer pipe and 650 manholes as shown on the attached map.

#### **The consultant shall:**

Evaluate inflow sources believed to provide contribution to wet weather flows within Area 1314.

Conduct pre and post flow monitoring and appropriate metering to confirm the spring high groundwater condition and maximize the credit received for I/I removals.

Obtain the smoke testing results that were completed in 2009 throughout the area to identify the number and locations of inflow sources and any cross connections with drainage infrastructure.

Conduct TV inspection throughout the study area to identify the number and locations of infiltration and inflow sources and any cross connections with drainage infrastructure.

Conduct manhole inspections throughout the study area to identify the number and locations of infiltration and inflow sources and any cross connections with drainage infrastructure.

Coordinate with the City of Waltham's ongoing sump pump removal program as related to Area 1314.

Conduct post monitoring to confirm success of the program and attempt to take in to account the seasonality of groundwater influence.

**Task 2: Design Area 1314 Infiltration/Inflow Removal:** The design of the infiltration/inflow removal will be based on the results of the flow monitoring, smoke testing, TV inspection, and analysis of the collected field data completed in Task 1. The recommended program shall consist of a comprehensive I/I removal program aimed at removing the maximum amount of I/I in the most cost-effective manner. The program goal shall be a minimum 40 percent reduction in I/I.

#### **The consultant shall:**

Develop a bid package and contract documents for bidding of a comprehensive I/I removal program within Area 1314.

Develop a plan and implementation schedule for a comprehensive I/I removal program in Area 1314.

The design documents shall conform to MassDEP guidelines. The design shall focus on cost-effective

reduction of extraneous flows, however, other important factors shall be considered such as elimination of overflows, exfiltration, watershed protection, and protection of public health. Develop design plans which show which manholes are accessible by the Contractor for installation of cured-in-place lining and the work area limits, including existing and/or proposed easements if required.

Develop a proposed construction cost estimate for the comprehensive I/I removal program.

Present the proposed program to the MassDEP prior to bidding.

### **1. RESPONSIBILITIES OF THE CITY OF WALTHAM:**

The CITY will provide to the CONSULTANT all available record information for street layouts, water lines and house services, sanitary drain lines and house connections, and storm drain lines. The CITY will operate all existing valves during design and construction.

The City Purchasing Agent will manage the bid process, advertise the competition, obtain prevailing wages distribute plans and specifications provided by the consultant and hold a bid opening at City Hall, 610 Main Street, Waltham, MA 02452.

### **2. DELIVERY TO THE CITY:**

The CONSULTANT shall begin performance of the services designated in the contract promptly upon receipt of a written Notice to Proceed and shall deliver all of the items listed in "Scope of Work" above to the City within sixty days of receiving such notice unless unable to do so due to causes not under his control. Cost and schedule commitments shall be subject to renegotiation for unreasonable delays beyond the control of the CONSULTANT. It is anticipated that construction can begin in April 2014.

### **3. CONSULTANT'S LIABILITY:**

Professional services provided by the CONSULTANT shall be in accordance with the generally accepted engineering principles and practices. The CONSULTANT shall be liable for all damage caused by errors or omissions in his work or the work of his subcontractors, agents or employees performed under the contract entered into by the CITY and the selected CONSULTANT. The CONSULTANT expressly agrees that his subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

The CONSULTANT will be required to furnish a Certificate of Insurance, naming the CITY as Additional Insured, for General Liability and Vehicle Liability in the amount of \$500,000 per occurrence and \$1,000,000 in the aggregate and Worker's Compensation Insurance as prescribed by law.

#### **4. SCHEDULE OF PROPOSAL SELECTION PROCESS:**

The following is a tentative schedule of the selection process.

RFP issue .....	October 16, 2013
Deadline for questions.....	October 25, 2013
Answers released to firms on record.....	October 28, 2013
Deadline for proposals.....	October 31, 2013
Interviews with short-listed firms.....	November 11, 2013 (week of)
Selection and notification of results .....	November 15 2013
Notice to proceed .....	December 15, 2013

Questions concerning this RFP must be submitted in writing only to:

Joseph P. Pedulla, Chief Procurement Officer, at [www.jpedulla.city.waltham.ma.us](http://www.jpedulla.city.waltham.ma.us)

The City shall endeavor to distribute written answers via e-mail to all interested parties of record.

#### **6. EVALUATION AND RANKING OF PROPOSALS:**

Each proposal shall be reviewed by a selection committee comprised of at least three members. Proposals will be evaluated upon the basis of the evaluation criteria for selection set forth and other appropriate factors. Submissions will then be ranked in the order of qualification. The first, second and third ranked proposals will be further reviewed and evaluated, including reference checks, by the committee. This further review and evaluation will include interviews or the opportunity to provide additional information to the committee.

The selection committee shall evaluate proposals based on the following criteria:

1. **Cost. (55 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. (20 points).** The identity and qualifications of key personnel, team members and sub-consultants 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 and sub-consultants throughout the project.
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.
4. **Technical Approach, Capacity, Management Approach. (10 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 it's

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.

## **7. REVISIONS IN SCOPE OF WORK:**

If during the term of the contract, substantial changes are made by the CITY in the scope of character of the work to be performed, the CONSULTANT shall make the necessary changes only after receiving a written order from the CITY and the CITY will adjust the fee accordingly. In the event that no such written agreement regarding payment ceiling adjustment has been executed prior to the performance of such increased work, the CONSULTANT shall not be entitled to any additional fee. Accordingly, the CONSULTANT is under no obligation to perform work reflecting a change in scope if he has not received a written adjustment of the fee.

## **8. SUBMISSION OF PROPOSAL:**

Please submit three (3) copies of the proposal.

The proposal shall begin with a cover letter which confirms that the proposer understands and agrees to the provisions of this RFP and which furnishes the following statements or information:

1. cost proposal, fixed not to exceed and all inclusive cost. **PLACE IN A SEPARATE SEALED ENVELOPE**
2. certify that all cost information, salaries , rates, policies, etc. are current, complete and accurate
3. confirm that all individuals listed in its proposal are committed to performance on the projects
4. if the firm has filed for the protection of U. S. Bankruptcy Court in the last seven years
5. Include information in the cover letter that demonstrates compliance with the minimum threshold requirements.
6. Complete all documents in the Compliance Section
7. Recognize receipt of Addenda, if any were issued by the City
8. Include a 5% bid Bond

Submission must include resumes of team members with examples of relevant experience and a description of the individual roles and responsibilities of each. Submission must also include hourly staffing rates.

Firms planning to submit a proposal are encouraged to ask for background information on any aspect of this request so that the submitted proposal fulfills the requirements of the City Engineer. Such information shall be shared with interested parties of record.

Proposals shall be submitted in writing in a sealed envelope to:

Joseph P. Pedulla  
Chief Procurement Officer  
City of Waltham  
610 Main Street  
Waltham, MA 02452-5580



no later than **2:00Pm am on Thursday October 31, 2013.**

QUESTIONS AND CLARIFICATIONS: Firms planning to submit a response are encouraged to ask for clarification on any aspect of this solicitation All questions and request for Clarifications shall be directed **only** to the Chief Procurement Officer via e-mail at [www.ipedulla@city.waltham.am.us](mailto:www.ipedulla@city.waltham.am.us) . Such information shall be shared with interested parties of record via addenda.

END OF SECTION

## Compliance

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

Purchasing Department  
City of Waltham  
610 Main Street  
Waltham, MA 02452

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

### Section Index

Check when Complete

- Non-collusion form and Tax Compliance form..... \_\_\_\_\_
- Corporation Identification Form..... \_\_\_\_\_
- Certificate of Vote Authorization..... \_\_\_\_\_
- Certificate of Insurance (showing all limits of WC &GL)..... \_\_\_\_\_
- Three (3) References..... \_\_\_\_\_
- Debarment Certificate ..... \_\_\_\_\_

Your Company's Name: \_\_\_\_\_

Service or Product Bid \_\_\_\_\_

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

**NON-COLLUSION FORM AND TAX COMPLIANCE FORM**

**CERTIFICATE OF NON-COLLUSION**

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

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

\_\_\_\_\_  
Date

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

**TAX COMPLIANCE CERTIFICATION**

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

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

\_\_\_\_\_  
Date

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

**NOTE**

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

**CERTIFICATE OF VOTE OF AUTHORIZATION**

Date:

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

VOTED: That \_\_\_\_\_ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate 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

Today's Date

**PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES**

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

**NOTE**

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

### **DEBARMENT CERTIFICATION**

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract 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.

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

Address \_\_\_\_\_

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

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

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

Signed by Authorized Company Representative:

\_\_\_\_\_

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

Date \_\_\_\_\_

## BID PRICE FORM

*(Include this page in a separate sealed envelope)*

My Company proposes the following all inclusive price to provide the services described within this bid document.

\$: \_\_\_\_\_

My company recognizes receipt of addenda # \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_

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

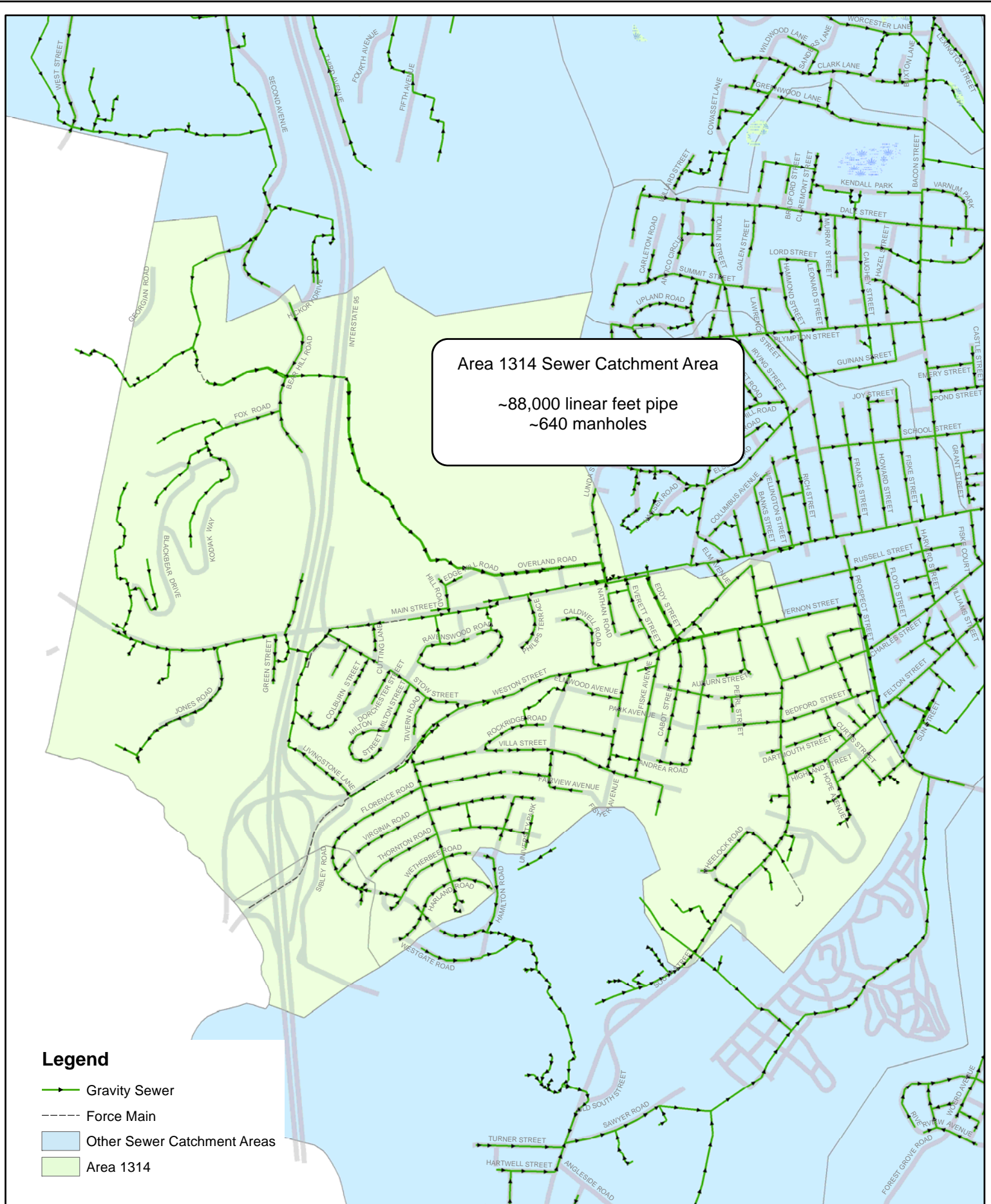
Authorized Signature: \_\_\_\_\_

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

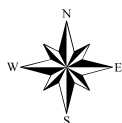
E-Mail Address: \_\_\_\_\_

Date: \_\_\_\_\_





0 350 700 1,400 Feet



SSO Mitigation Project  
Area 1314  
June 2013