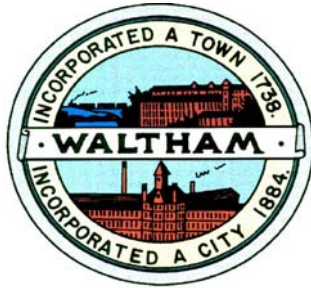


The City of Waltham'



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

Streetlights Maintenance

The bid opening will be held: Tuesday November 18, 2014 at 10:00 AM

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

Table of Contents:

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Invitation to Bid

The City of Waltham

Purchasing Department

REQUEST FOR BID (RFB)

Under the rules of M.G.L. Chapter 30, §39M the Purchasing Department of the City of Waltham hereby requests sealed bids for:

Streetlights Maintenance

Price Proposals will be received at the office of the Joseph Pedulla, Chief Procurement Officer, Waltham City Hall, 610 Main Street, Waltham MA 02452, until,

Tuesday November 18, 2014 at 10:00 AM

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

Specifications and information available at the Purchasing Agent's Office or in the Waltham Purchasing Department web site at: www.city.waltha.ma.us/purchasing/index.html

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

BID FOR: Streetlights Maintenance

A 5% Bid Bond or Certified Check must accompany each bid submitted and made payable to, and become the property of the City of Waltham, if the successful bidder refuses or neglects to comply with the terms of the Contract.

If the Bidder is a corporation, state your correct corporate name and State of incorporation. If Bidder is a partnership, state names and addresses of partners. If Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

EXCEPTION OR ALTERNATES TO SPECIFICATIONS, TERMS OF SALE, AND DISCOUNTS AVAILABLE, MUST BE INCLUDED IN THE BID PRIOR TO OPENING DATE.

Intent of Project

The City of Waltham wishes to purchase a long term services (3 years) to maintain its streetlights throughout the city this includes repairs, patrol parts and labor.

Instructions

INSTRUCTIONS FOR BIDDERS

1. READ ALL DOCUMENTS.

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

2. FORMS AND ATTACHMENTS.

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

3. PRINTED OR TYPED RESPONSE.

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

4. CORRECTIONS.

Bids that are submitted containing cross outs, white outs or erasures, will be rejected.

All corrections or modifications to the original bid are to be submitted in a separate envelope, properly marked on the outside, "CORRECTION/ MODIFICATION TO BID (title)" and submitted prior to the bid opening.

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

5. PRICE IS ALL INCLUSIVE.

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

6. PRICE DISCREPANCY.

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

7. EXPLANATIONS, EXCEPTIONS

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

8. BID DEPOSITS.

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

9. WITHDRAW.

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

10. AWARD.

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

11. AWARD CRITERIA.

Qualified and responsive proposals will be evaluated based on the rating described in the General Conditions Paragraph 21- Rule of Award.

12. DISCOUNTS.

Discounts for prompt payments, based on City Pay Day, will be considered when making awards.

13. TAX EXEMPT.

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

14. SAMPLES.

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

15. ACTIVE VENDOR LIST.

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

16. FUNDS APPROPRIATION.

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

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

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

19. STANDARD OF QUALITY.

Where, in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the Bidder may select one or the other. If the Bidder proposes to offer a substitute as an equal, he shall so indicate on the Bid Form, the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and describe where it differs from the

specifications. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid will be interpreted to mean that the Bidder will furnish the item or service as specified.

20. MODIFICATION.

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

21. ASSIGNMENT.

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

22. STABILITY of AGREEMENT:

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

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

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

23. DELIVERIES:

a) The Contractor shall pay all freight and delivery charges. The Waltham Purchasing Department does not pay for shipping and packaging expenses. Items must

be delivered as stipulated in the specifications. All deliveries must be made to the inside of city buildings. Sidewalk deliveries will not be accepted. City personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery, when necessary.

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

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

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

24. LABELING.

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

25. GUARANTEES.

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

26. SINGLE VENDOR.

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

27. BEST AND FINAL OFFER.

TheWaltham 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 theWaltham Purchasing Department in order to obtain the best value.

GENERAL CONDITIONS

GENERAL CONDITIONS

1. INFORMATION

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

2. SUITS

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

3. LAWS AND REGULATIONS

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

4. PROTECTION OF PROPERTY

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

5. PROTECTION OF PERSONS

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

6. CONTRACT DURATION. This contract is for the period of a Three (3) on-year periods renewable each year at the discretion of the City.. The initial term shall commence on March 3, 2015 through March 2, 2018 .

7. INSURANCE

A. WORKMAN'S COMPENSATION: The Contractor shall provide by insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor.

B. COMPREHENSIVE GENERAL LIABILITY

Bodily Injury:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

C. AUTOMOBILE (VEHICLE) LIABILITY

Bodily Injury	\$2,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate

D. UMBRELLA POLICY

General liability	\$2,000,000
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The description of operations/location/special items in the Certificate of Insurance (COI) shall include the following precise language supported by an Amendment: **"The City of Waltham is a named additional insured for General Liability"** and shall be filed with the City Purchasing Agent prior to commencement of the contract.

8. LABOR AND MATERIALS BOND

The Contractor agrees to execute and deliver to the City, a Labor and Materials or Payment Bond equal to 50% of the contract value. This contract shall not be in force until said bond has been delivered and accepted by the City. All Bonds are to be issued by a company licensed by the Commonwealth of Massachusetts.

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

9. 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.

10. PREVAILING WAGES

The Contractor is required to pay the prevailing wages as determined under the provisions of Chapter 149, Sections 26 and 27D of the Massachusetts General Laws, including the submission of weekly payrolls to the awarding authority. The Prevailing Wages Schedule can be found at www.city.waltham.ma.us/open-bids

11. 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.

12. 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.

13. CONTRACT OBLIGATIONS

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

14. BIDDER EXPERIENCE EVALUATION

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

15. NOT-TO-EXCEED AMOUNT

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

16. FINANCIAL STATEMENTS.

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

17 BREACH OF CONTRACT/ NON PERFORMANCE

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

18 RIGHT TO AUDIT

TheWaltham 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.

20 EXPERIENCE and QUALIFICATIONS:

List the firm's municipal streetlight maintenance experience in the last 5 years.

Minimum Requirements:

- 1. Contractor shall be qualified for all licensing required for streetlight maintenance work. Division of Capital Asset Management (DCAM) Electrical Contractor Certification will be indicative of such qualifications. If DCAM certified, enclose a copy of current certificate.**
- 2. Firm Shall have a minimum of three (3) years experience maintaining Massachusetts municipal streetlights and be able to demonstrate performance of such work to the satisfaction of the local authority.**
- 3. Demonstrated capacity to complete this project with the current workload with other public and private workloads.**
- 4. Bids must include a statement that the Contractor shall maintain the availability of all parts for standard and routine replacement items including, but not limited to, heads, photocells and bulbs. Bids shall also state a lead time necessary to secure poles or other non-routine parts.**
- 5. Coordination with NSTAR to the extent necessary to interrupt electricity supply in order to perform any streetlight maintenance. NSTAR crews shall be responsible for turning the electricity off and then back on again. Please confirm the City's understanding that the routine replacement of heads, photocells and bulbs can be completed without the need to request NSTAR to perform this turn off, turn on service. The procedure for utilizing NSTAR crews will include notifying and securing the approval of the Superintendent of Wires or designee, followed by the direct scheduling of such assistance by the Contractor.**
- 6. Bids must include a statement that the work will be undertaken and completed by individuals who are licensed electricians or operating under the direct supervision of a MA licensed electrician.**

21 RULE FOR AWARD:

Only Contractor's having successful experience having completing Street Light Maintenance/Repairs Projects for a City or Town in the Commonwealth of Massachusetts will be considered as "responsive" and eligible for bidding. Contractors should provide evidence of performing this type of service.

The Contract will be awarded to "the lowest responsible and eligible bidder" pursuant to General Laws Chapter 30, Section 39M, as amended. Such a bidder shall possess the skill, ability, and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law.

The City of Waltham reserves the right to award one contract to the bidder offering the lowest aggregate price for all items. The City reserves the right to reject any bid or portion of a bid, to waive any informality in a bid and to award contract by items or by total to the responsive and responsible bidder who offers the lowest price as shall be deemed in the best interest of the City.

The City's Chief Procurement Officer will forward a Notice of Award to the Contractor within Ninety (90) days from the date of the bid opening.

Evaluation for Award:

Item 1 .60

Item 2 .10

Item 3 .10

Item 4 .10

Item 5 .10

Total 1.00

22 VENDOR RECORDS

The City reserves the right to request a vendor to maintain vendor records for six (6) years and to provide assistance with any future audit requirements. A Notice of Acceptance of the Bid will be mailed or furnished to the successful bidder within thirty (30) days of the bid opening.

23 LIABILITY OF PARTIES

The City's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered.

The above insurance policies shall also be subject to the following requirements:

1. Each policy shall contain a thirty-(30) day written notice of cancellation, change or non-renewal to the City.
2. Carriers must have an A.M. Best rating of A-VII or better.
3. Insurance Policy must cover the entire contract period.
4. The description of operations/location/special items on certificate of insurance shall name the City as an additional named insured for "Street Light Maintenance and Repairs Contract" and shall be filed with the City Purchasing Agent prior to commencement of the contract.
5. All premium cost shall be borne by the Contractor.

24 ADDITIONAL INFORMATION:

The Commonwealth of Massachusetts Department of Labor & Workforce Development for the entire project has established Wage Rates for entire project in accordance with M.G.L. Chapter 149, Section 26 to 27J.

Copies of Certified payroll are to be forwarded weekly or with the submittal of any invoice to the City.

Questions regarding this bid should be directed to Joseph Pedulla, Chief Procurement Officer by e-mail only at jp pedulla@city.waltham.ma.us.

25 HEALTH AND SAFETY

Chapter 306 of the Acts of 2004 – an Act Relative to the Health and Safety on Public Construction Projects. The below statement has been added to general contract bid forms.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will 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 certified payroll report for each employee (effective July 1, 2006); and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

26 LICENSE:

All bids should include evidence of licenses for staff to be assigned. See page 34 "Certifications and Licenses"

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

1. **Basic Routine Batch Maintenance.** City will identify streetlights in need of repair and call in or fax list to Contractor. Routine batch maintenance will generally be performed on a regularly scheduled day each week to be specified by Contractor. For example, the contractor may choose to perform this maintenance on a Tuesday, weather permitting. This routine maintenance would include all of the streetlight repairs that are included in the City's "batch repair list" that is faxed or emailed to the contractor by the close of business the day prior. If the contractor identifies streetlights that need to be repaired through the contractor's travels, the contractor shall fax or email the identified streetlight repairs to the Department of Wires, Contract Manager so that these contractors identified repairs can be incorporated into the batch repair list.
2. **Emergency Repair Service.** In the event that the Contract manager determined that it is necessary to perform any streetlight maintenance on an emergency basis, without waiting for the normally scheduled batch maintenance, the contractor will be expected to respond to a telephone request within 24 hours of such request, or such shorter time as the contractor may identify in the response to this Bid.
3. **Pole Knockdown Calls.** Notice from the Police Department that Emergency Repair Service is necessary must be pre-approved in advance by the Wires Inspector, the Superintendent of Public Works/Contract Manager of their designee. The City will require the contractor to provide a toll free number for calls and the appropriate staff to handle telephone calls as well as a web site available to the City for reporting necessary repairs.
4. **Public Safety Costs.** The City will be responsible for the cost of protection crews to the extent they are needed. The procedure for securing police detail assistance involves notifying and securing the approval of the Contract Manager, followed by the direct scheduling of such assistance by the contractor. In event of a scheduling change for any reason, the contractor will be responsible for cancellation of any police detail.
5. **Telephone Response Center.** The contractor shall operate and maintain a telephone response center to receive and log calls from citizens and community Officials reporting

streetlight outages. The contractor shall keep accurate records of these calls, email or fax a list of the streetlight outages reported in this fashion to the contract Manager two days prior to the scheduled routine maintenance. The Contract Manager will incorporate this faxed list of outage, together with any other outages that are known to the Contract manager into the "Batch Repair List" that is supplied by the community to the Contractor.

6. Other. To the extent that it is necessary to interrupt the electricity supply in order to perform any streetlight maintenance, Utility crews shall be responsible for turning the electricity off and then back on again. The procedure for utilizing Utility crews shall be responsible for turning the electricity off and then back on again.

The procedure for utilizing Utility Crews (NStar Electric) will include notifying and securing the approval of the Contract Manager, followed by the direct scheduling of such assistance by the contractor. This procedure is important in order to minimize expense to the Community.

Use of subcontractors:

At the time of submittal the Offeror must identify any subcontractors that will be used on this project and describe the contractual arrangement that exist with all subcontractors. The Offeror will be considered the prime contractor and will be fully responsible for the performance of any task order, including the quality and timeliness of work performed by the subcontractor(s). *The city reserves the right to approve or reject the use of subcontractors. Insurance requirements shall be the same for subcontractors.*

DELIVERABLE/BILLINGS:

The contractor shall provide a weekly invoice to the Superintendent of Wires that itemizes all streetlight work and personnel for the routine and Emergency Basis work. Itemization will be detailed so that the City will be able to review the dates, location or pole number, quantity, personnel, hours and supplies used for routine service, and the dates, location or pole number, quantity, personnel, hours and supplies used for emergency service.

Weekly certified payrolls are to be submitted with each invoice.

A report as to repairs completed from Insurance Claims resulting from knockdown poles etc.

RESPONSIBILITIES:

It is the intention of the city to have the proposed Contractor procure and provide all parts, poles, the supply of photocells, bulbs, ballasts, heads, brackets and any other parts/equipment that is routinely used for these repairs and maintenance. Contractor shall have and keep an adequate inventory of parts to respond to these service requirements. By making an offer, the Contractor agrees to provide and install all equipment necessary for the operation and maintenance of the City's Streetlights.

OTHER INFORMATION:

There e approximately over 4100 street lights in the City of different types such as HP Sodium, Mercury, LEDs ,etc. and ranging in from 50 watts to 400 watts.

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.....	_____
• References	_____
• 5% Bid Bond or Certified Check.....	_____
• Workman’s and General Liability Insurance.....	_____
• Debarment Certificate	_____
• Prevailing Wage Certificate.....	_____
• Right-to-know Law.....	_____
• OSHA 10 for all employees (MGL Ch.30, §39M).....	_____
• Certifications and Licenses	_____

Before the commencement of the Job, the contractor must provide to the above office:

- Performance Bond for 50% of the contract value and naming the City of Waltham (***letter from your Surety Company must be included with your response***)

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.

(Signature of person signing bid or proposal)

(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

Name of business

NOTE

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

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

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

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

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

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

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

Notary Public;

My Commission expires: _____

CORPORATION IDENTIFICATION

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

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

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

Yes _____, No _____

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

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

If an Individual doing business under a firm 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

NOTE (1): This proposal must bear the written signature of the bidder. If the bidder is a partnership, a partner must sign the proposal. If the bidder is a corporation, a duly authorized officer or agent of such corporation must sign the proposal.

REFERENCES

Bidder must provide references for all contracts performed within the past five (5) years in the Commonwealth of Massachusetts:

1. Reference Community: _____
Contract Name _____
Address _____
Telephone # _____

Description and date(s) of project: _____

2. Reference Community: _____
Contact Name _____
Address _____
Telephone # _____

Description and date(s) of project: _____

3. Reference Community: _____
Contact Name _____
Address _____
Telephone # _____

Description and date(s) of project: _____

4. Reference Community: _____
Contact Name _____
Address _____
Telephone # _____

Description and date(s) of project: _____

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.

**WEEKLY PAYROLL RECORDS REPORT &
STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided, A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit, on a weekly basis, a copy of his or her weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those reports for three years.

In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 200__

I _____, _____
(Name of signatory party) (Title)

I do hereby state that I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____, Title _____

Print _____

WEEKLY PAYROLL REPORT FORM

Company Name: _____
Project Name: _____
Awarding Auth.: _____
Work Week Ending: _____
 Final Report

Prime Contractor
 Subcontractor
List Prime Contractor: _____
Employer Signature: _____
Print Name & Title: _____

Employee Name & Address	Work Classification	(A) Hours Worked							(B) Hourly Base Wage	(C) Employer Contributions			(F) [B+C+D+E] Hourly Total Wage (prev. wage)	(G) [A*F] Weekly Total Amount										
		S	M	T	W	T	F	S		(D) Health & Welfare	(E) Pension	(F) Supp. Unemp.												
															Tot. Hrs.									

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

RIGHT TO KNOW LAW

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, §§8,9 and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F §7 and regulations contained in 441 CMR 21.05. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834.

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

Signature Date

Print Name

NOTE

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

DEBARMENT CERTIFICATION

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

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative:

Print name _____

Date _____

CERTIFICATIONS and LICENSES

DCAM Certification:

Are you DCAM certified? Yes___ No___

If yes, enclose copy of current certificate.

Workload Capacity:

Will you be able to complete the full duties of this project in addition to your current workload?

Yes___ No___

Contractor will maintain the **availability of all parts** for standard and routine replacement items?

Yes___ No___

Lead time necessary to secure poles or other non-routine parts is _____

Coordination with NSTAR

Has there ever been difficulty or dispute with Boston Edison/NSTAR with your firm? ___

The Contractor confirms the City's understanding that the routine replacement of heads, photocells and bulbs can be completed without the need to request NSTAR to perform turn off, turn on service. Yes

___ No ___, Explain _____

Utilization of NSTAR crews for any reason; including knockdowns will include notifying the Wires Inspector or designee for approval prior to direct scheduling by the Contractor. Yes ___ No ___

MA Licensed Electricians

All work that will be undertaken and completed by the Contractor will be by individuals who are licensed Massachusetts electricians or operating under the direct supervision of a MA licensed electrician. Yes

___ No ___

BID PRICE FORM

Follows

PRICE BID FORM
STREET LIGHT OPERATION & MAINTENANCE

BID ITEM #1 Lump sum Monthly \$ _____ x 12 = \$ _____

Lump Sum Amount In Words: _____ DOLLARS

Note: Bid Item #1 includes:

1. 50 streetlight transfers per year.
2. 4 pole knockdowns per year, including 4 hours of emergency "electrical" make safe. The contractor will assume the responsibility for setting the replacement pole that is provided by the contractor.
3. 20 hours of non electrical emergency labor per year.
4. 10 installations of new streetlights (electrical connections by Nstar).
5. 20 feet of underground conduit and sire replaced. Excavation by the City.
6. 50 feet of overhead wire replaced.
7. Maintenance of new downtown streetlights.

BID ITEM #2 New and Repairs other than monthly, no excavation

\$ _____ Rate per Hour for labor to perform any other streetlight maintenance, exclusive of excavation, such as new fixtures. This is to be a blended average of all workers participating in this agreement, assuming a one person crew.

BID ITEM #3 New and Repairs other than monthly, with excavation

\$ _____ Rate per Hour for excavation equipment and complete excavation crew, assume equipment operator and two trouble men, to perform any excavation that is not included as part of the unit prices above. The unit prices to include pole replacements and conduit installation inclusive of whatever excavation is required.

BID ITEM #4 STREETLIGHT TRANSFER

Price \$ _____ Each to transfer of streetlight equipment from damaged or disabled pole to newly installed replacement pole.

BID ITEM #5 New or Upgraded Equipment

All new equipment or materials not included in monthly maintenance shall by cost plus _____ percent markup. A copy of original invoice to your firm will be required to be submitted with your invoice to the City.

Exhibit A

Detail Regarding the Underground Lights

Street	Quantity	Vintage
Amelia Dr.	3	88
Banford Way	2	89
Brookway	6	96*
Carter	4	68
Chester	8	96*
Dolores	3	94
Elm	11	92
Forest Park	6	88
Helen	3	90
Judith	1	91
Lauricella	9	88
Lexington	26	36/86
Lincoln Woods	6	94
Lisa	2	88
Lory	2	93
Main	56	88
Mallard Way	1	88
Moody	54	92
Nancy	1	88
Phillips Ter	3	90
Pigeon Ln	7	88
Pine	4	91
Prospect Hill	2	84
Raffaele	7	94
Rogers Way	1	96
Snow Cir	1	97
Tracer Ln	4	81
Trapelo Rd.	17	76

250*

1988 is the median year**

Note: 14 of these lights on Brookway and Chester streets are in account 81 7300 008201. The other 236 streetlights, on the other 26 streets listed above are in account 81 7300 008200.

Note: 1988 also appears to be the median year for the overhead lights (based on a 480 streetlight sample listed on the first 10 pages of the BECO computer listing.)

Exhibit B

WALTHAM STREETLIGHT INVENTORY

Equipment	Quantity				
Class	1	2	3	5/18	
Mercury					
3500	158	3		4	
7000	42			22	
11,000	25	3	1	1	
20,000	10		2		
	235	6	3	27	271
Sodium					
2150	25	1			
4,000	197	3		6	
9,500	2230	18	6	58	
			2		
16000	689	21	3	14	
25000	380	43		125	
	3	3		8	
45000	14	2			
	1				
	3,539	91	11	211	3,852
Total	3,774	97	14	238	4,123

Sodium Vapor 93%
Overhead served 94%

Note: the BECO computer listing of streetlights by street included 46 additional streetlights in the following three accounts:

Account 81 7300 008201 – 40 lights (on Brookway, Chester, Dale, Dermody, Hansen, Prospect Hill and School)

Account 83 7300 028202 – 2 lights on Main

Account 83 7300 028207 – 4 lights on Totten Pond

We need to determine whether these three accounts are City accounts.