Solicitation for:
Water Distribution Materials
IFB 20-16
City of Woburn, Massachusetts

Posted: May 25, 2020
Due: June 11, 2020 at 11:30 AM EST
Questions due by: June 4, 2020 @ 12:00 NOON EST
odeluca@cityofwoburn.com

Deliver To:
City of Woburn
Purchasing Department
Attn: Orazio DeLuca, MCPPO
Chief Procurement Officer
10 Common Street
Woburn, MA 01801

SECTION 1.0
INSTRUCTIONS TO OFFEROR

1.1 General

- When submitting bid, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to: Purchasing Department, City of Woburn, 10 Common St. Woburn, MA 01801
- Bid(s) submitted must be in original form
- The completion of the following forms and documentation is necessary for consideration of a potential contract award. When submitting documents, please retain the order of documents as originally provided:

    a. Completed Quality Requirements
    b. Signed Terms, Conditions and Certifications
    c. Completed Price Schedule
    d. Signed Price Schedule
    e. Completed Certificate of Authority
    f. Completed Appendix A - Past Performance

NOTE: If Vendor is incorporated, an updated "CERTIFICATE OF GOOD STANDING" from the Commonwealth of Massachusetts may be required for the awarded vendor only. Please review and return with your sealed bids as sent. Also, insure that all forms are completed and your bid response is submitted as requested.

1.2 General Information & Submission Instructions

1.2.1 Bid Delivery

Responses must be delivered by **6/11/20 at 11:30AM EST** to City of Woburn, Purchasing Department, Attn: Orazio DeLuca, MCPPO, 10 Common St. Woburn, MA 01801. One (1) original of the response should be submitted. Response must be sealed and marked with the solicitation tile and number. All bids must include a forms items listed in Section 1.1.

1.2.2 Bid Signature

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

1.2.3 Time for Bid Acceptance

The contract will be awarded within 30 days after the bid opening. The time for award may be extended for up to 30 additional days by mutual agreement between the City of Woburn and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

1.2.4 Bonding Requirements

Not applicable to this project

1.2.5 Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having picked up the solicitation. No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department. It is also the responsibility of the vendor to monitor the City's website for addenda. The web address is: www.cityofwoburn.com

1.2.6 Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

An Offeror may correct, modify, or withdraw a bid by written notice received by the City of Woburn prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.__" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original solicitation.

After the bid opening, an Offeror may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

1.2.7 Right to Cancel/Reject Bids

The City of Woburn may cancel this solicitation, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

1.2.8 Bid Prices to Remain Firm

All bid prices submitted in response to this solicitation must remain firm for 60 days following the bid opening.

1.2.9 Unbalanced Bids

The City reserves the right to reject unbalanced, front-loaded and conditional bids.

1.2.10 Unforeseen Office Closure

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

1.2.11 Price Submission

All prices must contain the unit rate as requested on the bid price form in this solicitation. All prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to the products or services listed. Prices are to remain fixed for the contract period of performance.

1.2.12 Estimated Quantities

The City of Woburn has provided estimated quantities for services over the course of the contract period. These estimates are estimates only and not guaranteed.

1.2.13 Brand Name "or Equal"

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

1.2.14 Warranty

The Offeror warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City. The bidder guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies. The bidder guarantees all Supplies for a period of one (1) year, or as otherwise specified herein.

1.3 Questions about the Solicitation

Questions concerning this solicitation must be submitted to: Orazio DeLuca, City of Woburn, Purchasing Department, 10 Common St. Woburn, MA 01801 **before 12:00 NOON EST on 06/04/2020.** Questions may be e-mailed to odeluca@cityofwoburn.com . Written responses will be emailed to all bidders on record as having picked up the IFB. If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.

1.4 Quality Requirements

The following quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. The

City of Woburn will disqualify any response that does not meet the minimum quality requirements on items 1-3, or a failure to respond to any of the following minimum standards at all.

QUALITY REQUIREMENTS		YES	NO
1.	Contractor to have been in business for at least three (3) years providing related type of equipment and supplies to the government.		
2.	Contractor has the ability to deliver product FOB to the Woburn Water Department within twenty four (24) hours of ordering		
3.	Contractor's products meet or exceed the specifications as provided in the specifications		

1.5 Rule for Award

Per M.G.L. c. 30B, the contract will be awarded to one responsible and responsive bidder offering the lowest total price for line item numbers (CLIN) 001 - 093.

SECTION 2.0
GENERAL TERMS, CONDITIONS, CERTIFICATIONS

2.1 Bid Offers

The right is reserved to reject any and all bids or parts of bids and to make an award as may be determined to be in the best interests of the City of Woburn. Bids not submitted in duplicate may be rejected. Bids with erasures or alterations will be rejected.

2.2 Prices

Must be FOB Destination. No charges will be allowed for packing, crating, freight, handling, or cartage unless specifically stated and included with bid.

2.3 Awards

To a bidder may be cancelled if the bidder shall fail to prosecute the work with promptness and diligence.

2.4. Payment

The City of Woburn shall make no payment for a supply or service rendered prior to execution of a written Contract. Bills for services, materials, or supplies furnished by bidders under Contract should be submitted before the first day of the in which payment is to be made to insure payment by twentieth day of that month, except where the allowance for a discount differs from the above. Contractor agrees to submit bills and delivery slips to the City Department in sufficient time for such discounts to be taken advantage of by the City and, in any event, shall not be less than ten (10) days from the submission to the Department of such bills and delivery slips. Time in connection with a discount offered will be computed from the date of delivery to the City, as specified on the order or from the date a correct invoice is received by the using agency of the City, if the latter date is later than the date of delivery.

2.5. Guarantees

The successful bidder shall repair, replace, or make good, without cost to the City, any defects or faults arising within one (1) year after the date of acceptance of articles furnished hereunder resulting from imperfect or defective work done or materials furnished by the Seller.

2.6 Patents

The Seller shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment, or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof, in any such suit is held to constitute an infringement, the Seller within a reasonable time, will, at its expense and as the City may elect, replace such material, equipment, or apparatus, or remove the material, equipment, or apparatus and refund the sums paid.

2.7 Legality

The successful bidder shall comply with all applicable United States, Massachusetts, and/or City of Woburn codes, statutes, ordinances, rules, and regulations.

2.8 Taxes

Purchases made by the City are exempt from Massachusetts Sales Tax and Federal Excise Taxes. Bid prices must exclude any such taxes. Exemption certificates will be furnished upon request.

2.9 Bonds

If this Invitation requires bid surety, the surety shall be in the form of bid bond of a MA Licensed Company, certified check, bank check, money order from a responsible bank, made payable to City of Woburn and must be filed with the original bid at the Office of the Purchasing Agent. Failure to submit surety will cause the bid to be rejected. The bid surety will be returned to the successful bidder within seven (7) days after the execution of the awarded contract and approval by the City of the performance bond. In the case of a default, the bid surety shall be forfeited to the City of Woburn. The successful bidder may be required to furnish a performance bond in an amount and with a MA licensed Surety satisfactory to the City. The Contractor will assume all costs for bonds.

2.10 Orders

Verbal Orders are not binding on the City of Woburn, and any delivery made or work performed without written order or written Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim. The actual needs of City Departments shall govern the actual amount delivered under Contract to be drawn and entered into between the successful bidder and the City. Purchase Orders issued by the City to pay for goods or services shall be made part of Contract.

2.11 Indemnity

Contractor shall agree to Indemnify, Defend, and Hold the City Harmless from any and all claims arising out of the performance of this contract from the negligence, willful acts or omissions of the contractor, its employees, agents, or any sub-contractors.

2.12. Equality Where trade names or specific manufacturers are mentioned in the specifications, the City does not intend to limit competition, but merely to indicate the general type of commodity to be supplied. The City invites offers on comparable commodities to those named or described in the specification. Naming of any commercial name, trademark or other identifier shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:(a)it is at least equal in quality, durability, appearance, strength, and design;(b)it will perform at least equally the function imposed by the general design for the purpose being contracted for or the material being purchased; and(c)it conforms in a substantial way, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials, other than the one named, shall be

submitted to the City in writing for approval, prior to the purchase, use, or fabrication of such items. Subject to the provisions of M.G.L., Ch.30,s.39J, or other applicable statute, approval shall be at the sole discretion of the City, it shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the vendor's expense. All directions, specifications, and advice by the manufacturer for the proper installation, handling, storage, adjustment, or operation of their equipment shall be complied with and the responsibility for the proper performance shall continue to rest with the vendor. Include a written brochure outlining all features of the product offered whenever possible.

2.13 Minority Business Enterprise Plan

Pursuant to M.G.L. c 7, §40N and M.G.L. c. 7, §61, the Supplier Diversity Office ("SDO") (formerly SOMWBA) and the Division of Capital Asset Management ("DCAM") have set revised participation goals for Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") participation for affected state funded building projects and state assisted municipal building projects as defined in the above referenced laws and related Executive Orders, including Executive Orders 524 and 526.

Effective January 1, 2012, and until such time as the goals may be revised, the MBE and WBE participation goals for building construction and design awards and expenditures on new projects advertised on or after the effective date will be a combined MBE/WBE goal as follows:

10.4% combined MBE/WBE participation on construction contract awards; and,
17.9% combined MBE/WBE participation on design contract awards.

Overall annual designations by awarding authorities, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation, or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal, will not be considered responsive. Where the prime contractor or designer is an SDO certified MBE or WBE, the prime must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime contractor or designer on the project. Proposed participation on construction projects or design projects which consists solely of either an MBE or WBE representing 100% of the overall combined goal will not be considered reasonable participation.

The SDO and DCAM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Firms submitting MBE/WBE participation plans which do not provide reasonable participation by both MBE/WBE firms shall be provided an opportunity to revise and resubmit their plans within the time frame set by the awarding authority; however no price adjustments shall be permitted as a result of the revised plan. Firms failing to submit an MBE/WBE participation plan deemed reasonable and accepted by the awarding authority shall not be awarded the contract.

Participation by MBE and WBE firms must be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and awarding authorities.

2.14 Right to Know Legislation

M.G.L., Ch.111F and 454 CMR 21.06 All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to MGL,Ch.111F , are cautioned to obtain and read the Law and the Regulations referred to above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 for a fee.

2.15 Non-Collusion Affidavit

M.G.L., Ch.30, s.39M and/or Ch.30B, s. 10 Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing on the bid or proposal, as follows: 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.

2.16 State Taxes Paid

Pursuant to M.G. L. Ch.62C, s.49A, the undersigned certifies that, to the best of their knowledge and belief, they have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2.17 Bid Offers

Bid offers will be reviewed and awards made as soon as is possible. Awards will be made within 30 business days from Bid Opening. Offers must be signed to be valid.

2.18 Unit Price

The case of arithmetical error in any offer involving extension of prices quoted herein, the unit price will govern the final price of quantities offered.

2.19 Insurance

Contractor shall purchase and maintain coverage for Workers’ Compensation, Comprehensive General Liability, including products, completed operations, and contractual liability;

Automobile Liability to protect their employees and others from bodily injury and damages to property which may arise out of or result from the Contractor's operations under this agreement, whether such operations be the Contractor's, any subcontractor, or anyone directly or indirectly employed by any of them. This insurance shall be in limits specified by Law, or as specified in the specifications. In no case shall the limits be less than $ 1,000,000 in Bodily Injury and in Property Damages. A certificate of insurance naming the City of Woburn as Additional Named

Insured shall be filed with the City prior to the commencement of any contract's operations. All policies and certificates shall contain an endorsement requiring at least thirty (30) days written notice, non-renewal or cancellation of coverage to City of Woburn. Compliance by the Contractor with the insurance requirements shall not relieve the Contractor from liability under the full indemnity provisions contained herein (see 11).

2.20 Independent Contractor

The contractor is neither an agent nor an employee of the City of Woburn and is not authorized to act in behalf of the City of Woburn.

2.21 Complete Agreement

The written contract supersedes all prior agreements or understandings between the parties and shall not be changed unless mutually agreed by both parties in writing.

2.22 Assignment / Sub-Contracting

The Contractor shall not assign any interest in a contract nor engage any other entity, company, subcontractor or individual to perform any obligation to the City without prior written consent of the City of Woburn.

2.23 Conflict of Interest

The bidder certifies that no official or employee of the City of Woburn has a financial interest in this offer or in the contract which the bidder offers to execute or in the expected profit to arise there from, unless there has been compliance with the provisions of M.G.L.,Ch.43, s.27 (Interest in Public Contracts by Public Employees) and of provisions of M.G.L.,Ch.268A,s.20 (Conflict of Interest Law) and that this offer is made in good faith without fraud or collusion or connection with any other person submitting an offer to the City of Woburn.

2.24 Termination

The City of Woburn shall have the Right to terminate this Agreement, if:(A) the Contractor neglects or fails to perform or observe any of its obligations hereunder and cure is not affected by the Contractor within Fifteen (15) Days next following its receipt of a termination notice issued by the City of Woburn, or,(B)a judgment or decree is entered against the Contractor approving a petition for arrangement, liquidation, dissolution or similar relief relating to any bankruptcy or insolvency and such judgment or decree remains unvacated for Thirty (30) Days; or Immediately, if Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief of debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of Contractor's property; or (C) funds are not appropriated or otherwise made available to

support continuation of performance in any Fiscal Year succeeding the first year of this Agreement. City of Woburn shall pay all reasonable and supportable costs incurred prior to termination which payment shall not exceed the value of any services provided. NOTICE: The City of Woburn may terminate this Contract or any Purchase Order issued hereunder without cause at anytime, effective upon the termination date stated in the notice of termination. The Contractor shall cease performance upon the stated termination date. If the Contract or any Purchase Order is terminated under this subsection, the Contractor shall be entitled to be paid for supplies and/or services delivered and accepted prior to the notice of termination. In no event shall the Contractor be entitled to be paid for any supplies or services delivered after the effective date of termination.

2.25 Return of property

Upon termination, the Contractor shall immediately return to the City of Woburn, without limitation, all documents ,plans, drawings, tools, equipment, and items of any nature whatsoever supplied to the Contractor by the City, or items developed by the Contractor in accordance with the terms of a Contract with the City of Woburn.

2.26 Interpretations of Specifications

Any prospective bidder that requests an interpretation of existing specifications' terms or conditions must do so within five (5) working days before the scheduled bid opening or defined question due date located with the instructions to bidder. All requests shall be in writing to the Purchasing Agent.

2.27 Information

The submission of a bid offer authorizes the City to contact any and all parties referenced by the bidder in regard to financial and operational information. The City shall have the right to request verification of any information or qualifications submitted as part of any offer to the City.

2.28 Price Reduction

It is understood and agreed that should any price reductions occur between the opening of the bid offers and the completion of the delivery of goods or services that the benefit of all such reductions will be extended to City.

2.29 Governing Law

The offer and any Contract which may ensue shall be governed by the Laws of the Commonwealth of Massachusetts.

2.30. Enforceability

In the event that any provision of this offer or Contract is found to be legally unenforceable, such legal unenforceability shall not prevent enforcement of any other provisions of a Contract.

2.31 Samples

Any qualified bidder may be required to submit samples of the goods offered at the request of the Purchasing Agent. Evaluation for acceptability will be a determining factor in the selection process.

2.32 Discrimination

It is understood and agreed that it shall be a material breach of Contract resulting from this bid offer for the Contractor to engage in any practice which shall violate any provision of M.G.L., Ch.151B, relative to discrimination in hiring, discharge, or, terms or conditions of employment.

(THIS AREA IS LEFT BLANK INTENTIONALLY)

CERTIFICATIONS

Statements below shall be submitted with each Bid or Proposal and shall be duly dated and signed with an **original signature** and all other information, or, the Bid or Proposal will be **rejected.**

In witness whereof, the undersigned certifies, under the pains and penalties of perjury that:

1. **STATE TAXES PAID**: Pursuant to M.G.L. Chapter 62C, s. 49A, the undersigned certifies that, to the best of my knowledge and belief, have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2. **CERTIFICATE OF NON-COLLUSION**: M.G.L. C. 30, s. 39M and/or C. 30B, s.10 : Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows: 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.

3. **PUBLIC CONTRACTS - DEBARMENT**: M.G.L. C. 550, Acts of 1991: The undersigned certifies that the said "person" is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of C. 29, s. 29F, or any other applicable debarment provision of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder. Additionally, the undersigned is not presently debarred by any Agency of the Federal Government.

4. **HEALTH & SAFETY ON PUBLIC CONSTRUCTION PROJECTS OVER $ 10000**: Chapter 306 of the Acts of 2004: The undersigned certifies that the firm is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;(2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration at the time that the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and(3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration.

5. **COMPLIANCE :** The undersigned is in compliance with all of the provisions, and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all

unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills in MA as required by Law.

Print Name _____

Circle: Corporation Partnership Individual

Authorized Signature _____

Print Name _____

Title of Person Signing Bid or Proposal _____

Date _____

Company Federal ID # or Social Security # _____

State of Incorporation _____

Approval of a Contract, or other Agreement, will not be granted unless this form is signed and fully complete.

EMAIL: _____

SECTION 3.0
INVOICING REQUIREMENTS

3.1 General

Each invoice shall be mailed to the designated billing office at the following address after receipt of product at destination.

Department	Address
DPW	Woburn Department of Public Works Attn: Terry Cochran 50 North Warren St Woburn, MA 01801 tcochran@cityofwoburn.com

To ensure a properly submitted invoice, the invoice must include the following information and/or attached documentation:

1) Name of the business concern, invoice number and invoice date;
2) Contract number, or authorization for delivery of property, or performance of services;
3) Description, price, and quantity and products actually delivered or rendered;
4) Shipping and payment terms;
5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
6) Other substantiating documentation or information as required by the contract.

SECTION 4.0
SPECIFICATIONS

4.1 General
The City of Woburn, in the annual operating budget for the Department of Public Works, allocates funding for a variety of water distribution materials for various projects. The following specification included in section 4.4 is intended to describe the minimum acceptable product to fulfill this need.

4.2 Scope
The City requires contractor support to fulfill the required products within stated delivery times. The contract type is an Indefinite Delivery / Indefinite Quantity, Firm Fixed Price contract to be used as the primary source for the commodity (ies)/services(s) listed in the attached specifications. Commodities/services will be ordered from time to time in such quantity as may be needed to fill any requirements of the City of Woburn as defined in the solicitation. As it is impossible to determine the precise quantities that may be needed during the contract period, the contractor is obligated to deliver the commodities or services of the kind contracted for in accordance with the specific conditions of this bid. As a point of reference, the estimated spend is $200,000 per year with a guaranteed minimum of $1,000.

4.3 General Project Provisions

- All materials must be approved by the DPW, Highway Department.
- All items are to be delivered F.0.B to the Department of Public Works, 50 North Warren St, Woburn MA 01801
- All bid prices are to be F.O.B. Destination. No additional compensation shall be allowed for delivery, fuel, or freight charges.
- All materials shall be securely packaged for transport. All damaged or erroneous merchandise will be returned to the vendor at no cost to the City.
- Payment shall be made for supplies on a unit price basis with the unit of measurement to be each and in some cases the unit basis will be linear feet.
- When items are delivered at a fraction of a unit of measurement, the City shall be invoiced and shall pay in increments of one-hundredth of a unit price. When rounding to the nearest hundredth, the rounding shall be made in the City's favor.

4.4 Products

4.4.1 Hydrants
Hydrants and gates **must** be ***open right*** and shall meet or exceed the UL listed/FM approved specifications.

Hydrants must have one, 4 ½” steamer nozzle and two, 2 ½” hose nozzles. Stand pipes shall be of the two section type and equipped with a breakable safety feature on stem and flange joint at ground line. The operating nut and the nozzle cap nuts shall be National Standard, pentagon shape measuring1-1/2 inches from point to flat.

All materials must be manufactured and supplied in accordance with applicable ANSI/AWWA standards latest revisions

4.4.2 Ductile Iron Water Pipe

Pipe shall be Cement Lined, Push on Joint, Ductile Iron Water Pipe to be supplied in standard lengths conforming to the relevant provisions of the following Standards:

1. AWWA C104 – Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
2. AWWA C110 – Ductile-Iron and Gray-Iron Fittings, 3-In through 48-In for Water and Other Liquids.
3. AWWA C111 – Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
4. AWWA C150 – Thickness Design of Ductile-Iron Pipe.
5. AWWA C151 – Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids.

4.5 Contract Term

The contract resulting from this bid will be for one (1) base year with two (2) option years.

Base Year	7/1/20 – 6/30/21
Option Year 1	7/1/21 – 6/30/22
Option Year 2	7/1/22 – 6/30/23

SECTION 5.0
PRICING

The undersigned proposes to supply and deliver the products specified in the attached Excel file in full accordance with the solicitation documents supplied by the City of Woburn.

THIS IS A POTENTIAL THREE (3) YEAR CONTRACT. PLEASE COMPLETE PRICING FOR ALL THREE YEARS.

The bidder proposes to furnish the products specified at the following prices. In the event of a discrepancy between the total price and the unit price, the unit price will govern. In the rare event of a tie between responsive and responsible bidders, the City will draw straws with all contractors present to witness.

Actual dimensions, weights, capacities, and measurements shall be clearly described in the Bid Response. When the Bid Response differs in any way from the Specifications and/or requirements set forth herein, the Bidder shall explicitly describe each variance in detail, referencing the appropriate paragraph or section to which the variance applies.

In determining the acceptability of any product not fully meeting the Specifications, the decision of the Purchasing Agent will be final.

The bidder certifies that this Bid Response has been duly authorized and approved by all required organizational action of the bidder. The person executing this Bid Response on behalf of the bidder certifies that he or she has he legal and organizational authority to do so.

NAME OF COMPANY / INDIVIDUAL: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE/EMAIL: _____

SIGNATURE OF AUTHORIZED INDIVIDUAL:

X_____

ACKNOWLEDGEMENT OF ADDENDUMS (IF APPLICABLE):

Addendum #1 _____ #2 _____ #3_____ #4 _____

IFB 20-16 Water Distribution Materials					
Price Sheet Base Year 7-1-20 to 6-30-21					
	BASE YEAR				
CLIN	**Item Description**	**Quantity**	**Unit Type**	**Unit Price**	**Total Price**
	Gate Valves (With Wedge Retainer Kits)				
	Complete only 001-010 or 001a-010a. DO NOT COMPLETE BOTH				
	American Flow Control - AFC-2500				
001	4"	6	EA		
002	6"	50	EA		
003	8"	25	EA		
004	10"	10	EA		
005	12"	10	EA		
006	14"	6	EA		
007	16"	8	EA		
010	Adjustable valve boxes	250	EA		
	OR				
	Mueller Co.				
001a	4"	6	EA		
002a	6"	50	EA		
003a	8"	25	EA		
004a	10"	10	EA		
005a	12"	10	EA		
006a	14"	6	EA		
007a	16"	8	EA		
010a	Adjustable valve boxes	250	EA		
	Flexible Couplings				
011	4" for DI & CI	6	EA		
012	6" for DI & CI	150	EA		
013	8" for DI & CI	125	EA		

014	10" for DI & CI	50	EA		
015	12" for DI & CI	50	EA		
016	14" for DI & CI	10	EA		
017	16" for DI & CI	10	EA		
018	20" for DI & CI	6	EA		
019	24" for DI & CI	6	EA		
020	4" for DI to AC	6	EA		
021	6" for DI to AC	50	EA		
022	8" for DI to AC	25	EA		
023	10" for DI to AC	10	EA		
024	12" for DI to AC	10	EA		
025	14" for DI to AC	6	EA		
026	16" for DI to AC	6	EA		
	Bends - 1/16 to 1/4 (with wedge retainer kits)				
029	6"	24	EA		
030	8"	24	EA		
031	10"	10	EA		
032	12"	10	EA		
033	14"	6	EA		
034	16"	6	EA		
	Bends - 90 Degree (with wedge retainer kits)				
037	6"	12	EA		
038	8"	12	EA		
039	10"	6	EA		
040	12"	6	EA		
041	14"	6	EA		
042	16"	6	EA		
	Tees (with wedge retainer kits)				
045	6x6x6	6	EA		
046	8x8x6	6	EA		
047	8x8x8	6	EA		
048	10x10x6	6	EA		
049	10x10x8	6	EA		
050	10x10x10	6	EA		
051	12x12x6	6	EA		

052	12x12x8	6	EA		
053	12x12x10	6	EA		
054	12x12x12	6	EA		
055	16x16x6	6	EA		
056	16x16x8	6	EA		
057	16x16x10	6	EA		
058	16x16x12	6	EA		
059	16x16x16	6	EA		
060	6x6x6 anchor tee	24	EA		
061	8x8x6 anchor tee	18	EA		
062	8x8x8 anchor tee	12	EA		
063	10x10x6 anchor tee	6	EA		
064	10x10x8 anchor tee	6	EA		
065	10x10x10 anchor tee	6	EA		
066	12x12x6 anchor tee	6	EA		
067	12x12x8 anchor tee	6	EA		
068	16x16x6 anchor tee	6	EA		
069	16x16x8 anchor tee	6	EA		
	Wedge Retainer Kits				
070	4" Mechanical Joint	10	EA		
071	6" Mechanical Joint	75	EA		
072	8" Mechanical Joint	50	EA		
073	10" Mechanical Joint	20	EA		
074	12" Mechanical Joint	20	EA		
075	14" Mechanical Joint	10	EA		
076	16" Mechanical Joint	10	EA		
	Hydrants (With Wedge Retainer Kits)				
	Complete only 079-085 or 079a-085a. DO NOT COMPLETE BOTH				
	American 0 Darling B-84 B-5				
079	6" Hydrant Extension Kit	10	EA		
080	12" Hydrant Extension Kit	10	EA		
081	Hydrant 4 1/2 Ft Cover	15	EA		
082	Hydrant 5 Ft Cover	15	EA		
083	Hydrant 5 1/2 Ft Cover	40	EA		
084	Hydrant 6 Ft Cover	10	EA		
085	Hydrant Repair Kits	20	EA		

	OR				
	Mueller Super Centurion 250				
079a	6" Hydrant Extension Kit	10	EA		
080a	12" Hydrant Extension Kit	10	EA		
081a	Hydrant 4 1/2 Ft Cover	15	EA		
082a	Hydrant 5 Ft Cover	15	EA		
083a	Hydrant 5 1/2 Ft Cover	40	EA		
084a	Hydrant 6 Ft Cover	10	EA		
085a	Hydrant Repair Kits	20	EA		
	Pipe				
086	6"	480	LF		
087	8"	480	LF		
088	10"	200	LF		
089	12"	200	LF		
090	14"	120	LF		
091	16"	120	LF		
				Grand Total	

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IFB 20-16 Water Distribution Materials					
Price Sheet 7-1-21 to 6-30-22					
	FIRST YEAR RENEWAL CONTRACT				
CLIN	**Item Description**	**Quantity**	**Unit Type**	**Unit Price**	**Total Price**
	Gate Valves (With Wedge Retainer Kits)				
	Complete only 001-010 or 001a-010a. DO NOT COMPLETE BOTH				
	American Flow Control - AFC-2500				
001	4"	6	EA		
002	6"	50	EA		
003	8"	25	EA		
004	10"	10	EA		
005	12"	10	EA		
006	14"	6	EA		
007	16"	8	EA		
010	Adjustable valve boxes	250	EA		
	OR				
	Mueller Co.				
001a	4"	6	EA		
002a	6"	50	EA		
003a	8"	25	EA		
004a	10"	10	EA		
005a	12"	10	EA		
006a	14"	6	EA		
007a	16"	8	EA		
010a	Adjustable valve boxes	250	EA		
	Flexible Couplings				
011	4" for DI & CI	6	EA		
012	6" for DI & CI	150	EA		
013	8" for DI & CI	125	EA		

014	10" for DI & CI	50	EA		
015	12" for DI & CI	50	EA		
016	14" for DI & CI	10	EA		
017	16" for DI & CI	10	EA		
018	20" for DI & CI	6	EA		
019	24" for DI & CI	6	EA		
020	4" for DI to AC	6	EA		
021	6" for DI to AC	50	EA		
022	8" for DI to AC	25	EA		
023	10" for DI to AC	10	EA		
024	12" for DI to AC	10	EA		
025	14" for DI to AC	6	EA		
026	16" for DI to AC	6	EA		
	Bends - 1/16 to 1/4 (with wedge retainer kits)				
029	6"	24	EA		
030	8"	24	EA		
031	10"	10	EA		
032	12"	10	EA		
033	14"	6	EA		
034	16"	6	EA		
	Bends - 90 Degree (with wedge retainer kits)				
037	6"	12	EA		
038	8"	12	EA		
039	10"	6	EA		
040	12"	6	EA		
041	14"	6	EA		
042	16"	6	EA		
	Tees (with wedge retainer kits)				
045	6x6x6	6	EA		
046	8x8x6	6	EA		
047	8x8x8	6	EA		
048	10x10x6	6	EA		
049	10x10x8	6	EA		
050	10x10x10	6	EA		
051	12x12x6	6	EA		

052	12x12x8	6	EA		
053	12x12x10	6	EA		
054	12x12x12	6	EA		
055	16x16x6	6	EA		
056	16x16x8	6	EA		
057	16x16x10	6	EA		
058	16x16x12	6	EA		
059	16x16x16	6	EA		
060	6x6x6 anchor tee	24	EA		
061	8x8x6 anchor tee	18	EA		
062	8x8x8 anchor tee	12	EA		
063	10x10x6 anchor tee	6	EA		
064	10x10x8 anchor tee	6	EA		
065	10x10x10 anchor tee	6	EA		
066	12x12x6 anchor tee	6	EA		
067	12x12x8 anchor tee	6	EA		
068	16x16x6 anchor tee	6	EA		
069	16x16x8 anchor tee	6	EA		
	Wedge Retainer Kits				
070	4" Mechanical Joint	10	EA		
071	6" Mechanical Joint	75	EA		
072	8" Mechanical Joint	50	EA		
073	10" Mechanical Joint	20	EA		
074	12" Mechanical Joint	20	EA		
075	14" Mechanical Joint	10	EA		
076	16" Mechanical Joint	10	EA		
	Hydrants (With Wedge Retainer Kits)				
	Complete only 079-085 or 079a-085a. DO NOT COMPLETE BOTH				
	American 0 Darling B-84 B-5				
079	6" Hydrant Extension Kit	10	EA		
080	12" Hydrant Extension Kit	10	EA		
081	Hydrant 4 1/2 Ft Cover	15	EA		
082	Hydrant 5 Ft Cover	15	EA		
083	Hydrant 5 1/2 Ft Cover	40	EA		
084	Hydrant 6 Ft Cover	10	EA		
085	Hydrant Repair Kits	20	EA		

	OR				
	Mueller Super Centurion 250				
079a	6" Hydrant Extension Kit	10	EA		
080a	12" Hydrant Extension Kit	10	EA		
081a	Hydrant 4 1/2 Ft Cover	15	EA		
082a	Hydrant 5 Ft Cover	15	EA		
083a	Hydrant 5 1/2 Ft Cover	40	EA		
084a	Hydrant 6 Ft Cover	10	EA		
085a	Hydrant Repair Kits	20	EA		
	Pipe				
086	6"	480	LF		
087	8"	480	LF		
088	10"	200	LF		
089	12"	200	LF		
090	14"	120	LF		
091	16"	120	LF		
				Grand Total	

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IFB 20-16 Water Distribution Materials					
Price Sheet Base Year 7-1-22 to 6-30-23					
	Second Renewal Year				
CLIN	**Item Description**	**Quantity**	**Unit Type**	**Unit Price**	**Total Price**
	Gate Valves (With Wedge Retainer Kits)				
	Complete only 001-010 or 001a-010a. DO NOT COMPLETE BOTH				
	American Flow Control - AFC-2500				
001	4"	6	EA		
002	6"	50	EA		
003	8"	25	EA		
004	10"	10	EA		
005	12"	10	EA		
006	14"	6	EA		
007	16"	8	EA		
010	Adjustable valve boxes	250	EA		
	OR				
	Mueller Co.				
001a	4"	6	EA		
002a	6"	50	EA		
003a	8"	25	EA		
004a	10"	10	EA		
005a	12"	10	EA		
006a	14"	6	EA		
007a	16"	8	EA		
010a	Adjustable valve boxes	250	EA		
	Flexible Couplings				
011	4" for DI & CI	6	EA		
012	6" for DI & CI	150	EA		
013	8" for DI & CI	125	EA		

014	10" for DI & CI	50	EA		
015	12" for DI & CI	50	EA		
016	14" for DI & CI	10	EA		
017	16" for DI & CI	10	EA		
018	20" for DI & CI	6	EA		
019	24" for DI & CI	6	EA		
020	4" for DI to AC	6	EA		
021	6" for DI to AC	50	EA		
022	8" for DI to AC	25	EA		
023	10" for DI to AC	10	EA		
024	12" for DI to AC	10	EA		
025	14" for DI to AC	6	EA		
026	16" for DI to AC	6	EA		
	Bends - 1/16 to 1/4 (with wedge retainer kits)				
029	6"	24	EA		
030	8"	24	EA		
031	10"	10	EA		
032	12"	10	EA		
033	14"	6	EA		
034	16"	6	EA		
	Bends - 90 Degree (with wedge retainer kits)				
037	6"	12	EA		
038	8"	12	EA		
039	10"	6	EA		
040	12"	6	EA		
041	14"	6	EA		
042	16"	6	EA		
	Tees (with wedge retainer kits)				
045	6x6x6	6	EA		
046	8x8x6	6	EA		
047	8x8x8	6	EA		
048	10x10x6	6	EA		
049	10x10x8	6	EA		
050	10x10x10	6	EA		
051	12x12x6	6	EA		

052	12x12x8	6	EA		
053	12x12x10	6	EA		
054	12x12x12	6	EA		
055	16x16x6	6	EA		
056	16x16x8	6	EA		
057	16x16x10	6	EA		
058	16x16x12	6	EA		
059	16x16x16	6	EA		
060	6x6x6 anchor tee	24	EA		
061	8x8x6 anchor tee	18	EA		
062	8x8x8 anchor tee	12	EA		
063	10x10x6 anchor tee	6	EA		
064	10x10x8 anchor tee	6	EA		
065	10x10x10 anchor tee	6	EA		
066	12x12x6 anchor tee	6	EA		
067	12x12x8 anchor tee	6	EA		
068	16x16x6 anchor tee	6	EA		
069	16x16x8 anchor tee	6	EA		
	Wedge Retainer Kits				
070	4" Mechanical Joint	10	EA		
071	6" Mechanical Joint	75	EA		
072	8" Mechanical Joint	50	EA		
073	10" Mechanical Joint	20	EA		
074	12" Mechanical Joint	20	EA		
075	14" Mechanical Joint	10	EA		
076	16" Mechanical Joint	10	EA		
	Hydrants (With Wedge Retainer Kits)				
	Complete only 079-085 or 079a-085a. DO NOT COMPLETE BOTH				
	American 0 Darling B-84 B-5				
079	6" Hydrant Extension Kit	10	EA		
080	12" Hydrant Extension Kit	10	EA		
081	Hydrant 4 1/2 Ft Cover	15	EA		
082	Hydrant 5 Ft Cover	15	EA		
083	Hydrant 5 1/2 Ft Cover	40	EA		
084	Hydrant 6 Ft Cover	10	EA		
085	Hydrant Repair Kits	20	EA		

	OR				
	Mueller Super Centurion 250				
079a	6" Hydrant Extension Kit	10	EA		
080a	12" Hydrant Extension Kit	10	EA		
081a	Hydrant 4 1/2 Ft Cover	15	EA		
082a	Hydrant 5 Ft Cover	15	EA		
083a	Hydrant 5 1/2 Ft Cover	40	EA		
084a	Hydrant 6 Ft Cover	10	EA		
085a	Hydrant Repair Kits	20	EA		
	Pipe				
086	6"	480	LF		
087	8"	480	LF		
088	10"	200	LF		
089	12"	200	LF		
090	14"	120	LF		
091	16"	120	LF		
				Grand Total	

SECTION 5.0
FORMS

6.1 Required Submissions

6.1.1 Certificate of Authority
6.1.2 Insurance Certificate (Post Award)

INSURANCE SPECIFICATIONS
INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....….....$ One Million
Property Damage Liability.....$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.….....$ Statutory
EMPLOYERS' LIABILITY..….....……$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....$ Statutory

l. A contract will not be executed unless a certificate (s) of insurance evidencing above described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF WOBURN" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:
City Of Woburn
Purchasing Department
10 Common St.
Woburn, MA 01801

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

ADD "X" HERETO CERTIFY THAT THE CITY OF WOBURN IS AN ADDITIONAL INSURED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF WOBURN IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

CERTIFICATE HOLDER

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF WOBURN
PURCHASING DEPARTMENT
10 COMMON ST
WOBURN, MA 01801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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 individual submitting bid or proposal

Name of Business (please type or print)

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, the undersigned acting on behalf of the Contractor*, certify under penalties of perjury that to the best knowledge and belief, the Contractor* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employee and contractors, and withholding and remitting child support.

Individual

Signature Date

Name (please print or type) Social Security Number

Corporate

Corporate Name (please print or type)

Signature of Corporate Officer Date

Name of Corporate Officer (please print or type) Title

Taxpayer Identification Number

- As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

CERTIFICATE OF GOOD STANDING

TO: Contractor

FROM: Purchasing Department

RE: CERTIFICATE OF GOOD STANDING

The Contractor must comply with our request for a CURRENT "Certificate of Good Standing".

If you require information on how to obtain the "Certificate of Good Standing" or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at:

www.sec.state.ma.us/corp/certificates/certificate_request.asp

If your company is incorporated outside of Massachusetts and therefore is a "foreign corporation", but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Woburn cannot execute your contract.

IMPORTANT NOTICE
Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary's Office at the address above. Also, at this time, the Secretary of State's Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Agent

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED that:
(Date)

_____ _____
(Name) (Officer)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid
(Officer)
and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

_____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is the duly elected _____ of
(Name) (Office)
said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

_____
(Clerk)

CORPORATE SEAL:

APPENDIX A
PAST PERFORMANCE

The City requires that the Contractor demonstrate experience providing similar products and/or services in **size, scope and complexity** for a minimum of three (3) projects.

Please use the below format for all references submitted and provide as much detail as possible in the Summary section.

Past Performance / Reference Title:	
Period of Performance	
Contract $ Value	
Technical & Contractual POC Names & Titles	
Telephone numbers	
Email addresses	
Detailed summary of services provided	