

LEGAL NOTICE

INVITATION TO BID

**LYNN WATER AND SEWER COMMISSION
LYNN, MASSACHUSETTS**

The Lynn Water and Sewer commission will receive sealed bids for:

CROSS CONNECTION CONTROL AND BACK FLOW DEVICE TESTING PROGRAM 2021

Specifications may be obtained from the Purchasing Department of the Lynn Water and Sewer Commission, 400 Parkland Ave, Lynn, MA 01905 as of September 20, 2021. Commission hours are Monday, 8:30 a.m. to 5:30 p.m., Tuesday through Thursday, and 8:30 a.m. to 3:30 p.m. and Friday 8: 30 a.m. to 11:30 a.m. Plans are available electronically through the Commission's website (www.lynnwatersewer.org)

Bids must be sealed and marked accordingly and submitted to the Purchasing Department, 400 Parkland Avenue, Lynn, MA prior to 11:00 a.m. on or before October 6, 2021 for **CROSS CONNECTION CONTROL AND BACK FLOW DEVICE TESTING PROGRAM**, at which time they will be publicly opened and read aloud at the above said address. Each bid submitted must be accompanied by a Bid Bond, certified check, treasurers, or cashier's check payable to the Lynn Water and Sewer Commission in the amount (5%) five percent of total bid price, satisfactory to Legal Counsel of the Lynn Water and Sewer Commission required.

All bonds submitted to the Lynn Water and Sewer Commission must be issued by an Insurance Company licensed to issue bonds in the Commonwealth of Massachusetts.

Upon vote of the Commission, the Executive Director executes all Contracts. The Commission reserves the right to reject any and all Bids. The Commission is an Affirmative Action/Equal Opportunity Organization and invites bids from qualified minority and female firms. This is being bid under M.G.L. Chapter 30B.

**Per: Anthony Marino, P.E
Chief Engineer**

**LYNN WATER AND SEWER COMMISSION
400 PARKLAND AVENUE
LYNN, MA 01905**

***CROSS CONNECTION AND
BACKFLOW DEVICE TESTING PROGRAM-2021***

#22-003

**LYNN WATER AND SEWER COMMISSION
LYNN, MASSACHUSETTS**

INFORMATION to BIDDERS

The Contract for furnishing, will be awarded as a five (5) year contract at the Commission's discretion to the most responsible and responsive bidder who offers the lowest, best price. Specifications are available electronically through the Commission's website (www.lynnwatersewer.org) or at no charge, can be picked up at the Lynn Water and Sewer Commission Office, 400 Parkland Avenue, Lynn, MA as of September 20, 2021, Commission hours are from 8:30 a.m. to 5:30 p.m. on Monday, 8:30 a.m. to 3:30 p.m. on Tuesday through Thursday and 8:30 a.m. to 11:30 a.m. on Friday.

RECEIPT OF BIDS

The bids will be opened on **October 6, 2021 at 11:00 a.m.**, 400 Parkland Avenue, Lynn, MA. No bid will be accepted after the time and date specified. All bids must be sealed in the Lynn Water and Sewer Commission envelope provided and marked with bid name. Award of bid to be made within (60) sixty days of bid opening.

The Commission may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities in or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time. Any bids received after the time and date specified shall not be considered. No bidder may withdraw his bid for a period of thirty (30) days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening thereof.

PREPARATION OF BID

Each bid must be submitted on the prescribed form on the pages appended to these documents. All blank spaces must be filled in with the total sum for which the proposal is made.

Each bid must be submitted in the sealed envelope. (If forwarded by mail, preferably registered or express, the sealed envelope containing the proposal must be enclosed in another envelope appropriately addressed and specified as a bid).

QUALIFICATIONS OF A BIDDER

The Commission may make such investigations as it deems necessary to determine the ability of the bidder to supply the equipment and/or supplies to perform the required work, and the bidder shall furnish the Commission such information and the data for this purpose. The Commission reserves the right to reject any bid if the evidence submitted by, or the investigation of such supplier fails to satisfy the Commission that such supplier is properly qualified to carry out the obligation of the Contract Documents and to complete the work contemplated herein. The Commission reserves the right to reject any or all bids if it would be in the public interest to do so. A bid or proposal which includes for any item a bid that is abnormally high or low may be rejected as unbalanced.

The investigations of a bidder will seek to determine whether the organization is adequate in size and experience and whether available equipment and financial resources are adequate to assure the Commission that the work will be completed at a rate consistent with the completion date set forth in the proposal. The amount of other work to which the bidder is committed will also be consideration in

establishing that a contractor is a "responsible and responsive bidder" in conformity with the requirements of the contract.

OBTAINING SPECIFICATIONS

Bid specification copies may be obtained free of charge from the Lynn Water and Sewer Commission Office, 400 Parkland Avenue, Lynn, MA or electronically through the Commission's website (www.lynnwatersewer.org) as September 20, 2021 from 8:30 a.m. to 5:30 p.m. on Monday, 8:30 to 3:30 p.m. Tuesday through Thursday, and 8:30 a.m. to 11:30 a.m. on Friday. Please be advised the Commission will not be responsible for missing information from any Bid copies obtained through a third party plan room. Only plans holders registered with the Commission will receive a copy of any Addendum issued.

BID SECURITY

Each bid must be accompanied by a Bid Bond, Certified Check, Treasurers or Cashiers Check issued by a responsible bank, trust company or financial institution, payable to the Commission. The bid security shall be in the amount of **(5%) Five Percent of total Bid price.** All bonds submitted to the Commission must be from an insurance company licensed to issue bonds in the Commonwealth of Massachusetts. All bid securities will be returned upon the execution of the general contract or if no award is made within thirty (30) days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening thereof, unless forfeited under the conditions herein stipulated.

In case a party of whom a contract is awarded shall fail or neglect to execute the contract and furnish the satisfactory bond within the time specified, the Commission may determine that the bidder has abandoned the contract, and thereupon the proposal and acceptance shall be null and void, and the bid security accompanying the proposal shall be forfeited to the Commission as liquidated damages for such failure or neglect and to indemnify said Commission for any loss which may be sustained by failure of the bidder to execute the contract and furnish the bonds as aforesaid, provided that, in case of death, disability, or other unforeseen circumstances affecting the bidder, such bid security may be returned to him. After execution of the contract and acceptance of the bonds by the Commission, the bid security accompanying the proposal of the successful bidder will be returned.

TIME OF COMPLETION

The Lynn Water and Sewer Commission, if the contractor shall fail to furnish and deliver any of said services as required after the contract date for same has been given to the contractor or mailed to him at the business address stated in his bid, acting by the Lynn Water and Sewer Commission, may obtain the services ordered at any other source, and the Lynn Water and Sewer Commission, if the Lynn Water and Sewer Commission shall give to the contractor or mail to him at the business address stated in his proposal, a notice, signed by the Lynn Water and sewer Commission that the contractor has failed to carry out the contract to the satisfaction of the Lynn Water and Sewer Commission at its discretion, and without further notice may cancel the contract. All other work will be performed on an as needed basis at the discretion of the Lynn Water and Sewer Commission.

The Lynn Water and Sewer Commission from any sums due the contractor for service delivered may keep for its own, the whole or any part of the amount for expenses, losses and damages as directed by the Lynn Water and Sewer Commission incurred by the Lynn Water and Sewer Commission in consequence of purchasing services as aforesaid at any other source or by any failure, omission or mistake of the contractor, his agents or employees, in furnishing or delivering services, as provided in this contract.

AWARD OF CONTRACT

The contract shall be awarded to the lowest responsible and responsive bidder. Such bidder must possess the skill, ability, and integrity necessary for the faithful performance of the contract. The term "lowest responsible and responsive bidder" as used herein shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability, and integrity necessary for the faithful performance of the contract. No bid will be accepted which does not contain a unit price or total price as indicated for each item contained in the proposal.

EXECUTION OF CONTRACT

The party to whom the contract is awarded will be required to execute the contract and furnish the bonds duly executed with a satisfactory surety company within ten (10) days, excluding Saturdays, Sundays, and legal holidays, of the date of the mailing of the notice to the bidder, according to the address given by him, that the contract is ready for execution.

OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have read and be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument, or documents shall in no way relieve any bidder from the obligation in respect to his bid.

SALES TAX EXEMPTION

The Lynn Water and Sewer Commission is exempt from Massachusetts Sales Tax imposed by Annotated Laws of Massachusetts 64H:6.

The contractor is responsible for checking with the Commonwealth on items that may be exempt and for obtaining the proper certificates, maintaining the necessary records and otherwise complying with the requirements of Chapter 14 of the Acts of 1966.

LYNN WATER AND SEWER COMMISSION FORMS

All bidders are required to sign the enclosed Certificate of Non-Collusion, Warranties/Guarantees, Affidavit of Tax Compliance, and Signature form, Public Contracts-Debarment, Conflict of Interest Certification Form, and Signature Form, Reference Form, Clerk's Certificate, and attach them to their bid.

PRE-BID MEETING

No pre-bid meeting is scheduled.

COMPETENCE

The bidder must be a firm regularly engaged in the work as specified. The bidder must furnish information documenting their certification, competence and experience with the bid.

The bidder must be the firm presenting the bid as requested herein.

The bidder must submit the following items for inclusion with their bid:

- A. Documentation regarding the firm's business history.
- B. Evidence that the bidder maintains a fleet of suitable vehicles Dedicated for the work as specified.
- C. Provide references from each of the customers described.
- D. List of any subcontractors being used.
- E. List of certified personnel.

All information listed in the Information for Bidders will be used as criteria to determine the most responsible and responsive bidder. The bidder should complete and enclose with his Bid Questionnaire Sheet P-2 and Reference Sheet P-3.

INSURANCE

Before the contractor commences work the insurance company shall send to the Commission a certificate indicating that the required insurance is in force and stating that the policies will not be materially changed or canceled without fifteen days notice by registered mail.

The representative signing the certificate shall furnish evidence that he/she is authorized to so sign as well as his/her address and agency or agencies through which the insurance was obtained.

The contractor shall take out and maintain the following insurance: Comprehensive General Liability including

- A. Operation Premises Liability:
 - 1. Contractor's Protective Liability
 - 2. Contractual Liability to cover liability shown on the Certificate of Insurance
 - 3. Products/Completed Operations.
- B. Automotive Liability
 - 1. Owned Vehicles
 - 2. Hired Vehicles
 - 3. Non-Owned Vehicles
- C. Workmen's Compensation Insurance for the protection of all employees throughout the entire period that this contract is in operation in the "Coverage B: limit of liability of no less than \$100,000 if applicable.

Property damage insurance under A and B shall include coverage for explosion, collapse and underground property damage.

The limits of liability for the policies shall be as follows:

<u>BODILY INJURY LIABILITY</u>			<u>PROPERTY DAMAGE LIABILITY</u>	
<u>Coverage</u>	<u>Each Occurrence</u>	<u>Aggregate</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
A.	\$500,000	\$1,000,000	\$500,000	\$1,000,000
B.	\$500,000	\$1,000,000	\$500,000	\$1,000,000
	<u>Each Person</u>	<u>Each Accident</u>	<u>Each Accident</u>	
C.	\$500,000	\$1,000,000	\$1,000,000	

RIGHT OF REJECTION

The Commission reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder fails to satisfy the Commission that such supplier is properly qualified to carry out the obligations of the Contract Documents and to complete the work contemplated herein.

Responsive bidders must supply all of the information requested. The submittals shall be signed by an officer of the supplier. Submittals from anyone else will be caused for automatic rejection. All exceptions taken to the specifications and submittal requirements must be so stated. Failure to do so will cause the proposal to be rejected.

The Lynn Water and Sewer Commission reserves the right to waive any informalities in or to reject any or all bids or any part thereof and make awards as may appear in the best interest of the Commission as determined by the Awarding Authority of the Commission.

PERFORMANCE BOND

None required

CONTRACT AND ATTESTATION CLAUSE

A sample copy of the contract that the successful bidder will be required to sign is part of the specifications. Pursuant to M.G.L. Chapter 62, Sec. 49AA, all vendors awarded contracts with Commission must sign an Attestation Clause that they are in compliance with all laws of the Commonwealth relating to taxes (that is contained within the contract). The successful bidder's bid sheet, as well as the Commission's specifications, will become a part of the contract documents.

AWARDING AUTHORITY

The Awarding Authority on all bids is the Chief Procurement Officer who shall award subject to the Lynn Water and Sewer Commission approval. All contracts for the Commission are executed by the Executive Director.

TERMINATION OF CONTRACT

The contract arising from this solicitation may be terminated by or on behalf of the Commission as follows:

- I) Without cause or at the convenience of the Commission, upon ten (10) days written notice of termination.

DAMAGES

The contractor shall be responsible for damages to persons or property that occur as a result of his/her work. The Commission will assume no responsibility for any such damages, or damage to the contractor's vehicles, equipment, drivers, or for damages of any nature caused by the contractor while working for the Commission.

CIVIL SUITS

It is hereby mutually understood and agreed by all parties concerned that as a term and condition of this invitation and /or proposal and any award and/or contract that may be concerned with this invitation and/or proposal that, no action at law or suit in equity shall be brought against the Commission and/or any agent or any employee of the said Commission on account of this invitation and/or proposal and/or any award contract that may be concerned with this invitation and/or proposal and/or matter and/or any claim and/or thing thereunder, in any Court, State or Federal, except the Superior Court of Essex County, Massachusetts, without Jury, all parties hereto mutually and expressly waiving jury Trial; and any suit in equity and/or action at law by those submitting proposals and/or subcontractors shall be commenced within one year form date of completion of this contract as may be determined by the Commission.

LIQUIDATED DAMAGES

In the event that the contractor fails to complete the work within the time allocated by the Commission, The Commission will use any other available firm and will bill or deduct from moneys owed the contractor, all costs incurred by the Commission to complete this work.

SUBCONTRACTORS

Contractor shall not engage any other company, sub-con tractor, or individual to perform any obligation hereunder without the prior written consent of the Lynn Water and Sewer Commission.

CONTRACT AND CONTRACT DOCUMENTS

The Information to Bidders, specifications and Proposal shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

DEFINITIONS

The word "Commission" or "Commission" shall mean the Lynn Water and Sewer Commission acting through its Executive Director or his Designee.

The word "Contractor" shall mean the party entering into this contract for the performance of the work required, or the legal representative of said party, or the agent appointed to act for said party in the performance of the work.

The word "Subcontractor" shall mean a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the contractor.

PAYMENT

The Commission will pay the contractor within thirty (30) days after the submission of invoices for work completed less all prior payments and advancements whatsoever, to or for the account of the contractor and less the amount to be retained as herein provided for the making of repairs.

NOT TO SUBLET OR ASSIGN

The contractor shall give his attention constantly to the faithful prosecution of the work, shall keep the same under his personal control, and shall not sublet the work or any part thereof without previous written consent of the Commission, and shall not either legally or equitably assign any of the moneys payable under this contract or his claim thereto unless by and with the written consent of the Commission. In case the contractor assigns all or any part of any moneys due or to become due to the contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

LAWS AND REGULATIONS

The contractor shall keep himself fully informed of all State and National laws and municipal Ordinances and Regulations in any manner affecting those engaged or employed in the work or the materials used in the work or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications, or contract for the work in relation to any such Laws, Ordinances, Regulations, Orders, or Decrees, he shall forthwith report the same to the Commission in writing. He shall at all times himself observe and comply with all such Laws, Ordinances, Regulations, Orders and Decrees and shall protect and indemnify the Commission and its officers and agents and servants against any claim or liability arising from or based on the violation of any such Laws, Ordinances, Regulations, Orders, or Decrees whether by himself or his employees or subcontractors.

NO CLAIM FOR BID QUANTITIES

The contractor agrees that the quantities stated in the proposal are estimated and are to be used only for the purpose of comparing bids offered for the work. The contractor further agrees that the Commission, or their officers and agents will not be held responsible should any of the estimated quantities be found to be not approximately correct; and that he will make no claim for anticipated profits or for loss profits, because of a difference between the quantities actually delivered and the estimated quantities stated in the proposal.

NOTIFICATION

The contractor shall designate a contact person and telephone number(s) to be used for notifying the contractor for the purpose of requesting work under this contract.

PERMITS

The contractor shall be required to obtain all necessary permits, certification and approvals for his operation.

ADDENDA AND CLARIFICATIONS

All questions about the meaning or intent of the contract documents shall be submitted, in writing emailed (purchasing@lynnwatersewer.org) to the Purchasing Department, by September 30, 2021 before the date herein set for the opening of bids. However, the Commission makes no guarantee to receipt of emailed and/or any response to questions received via e-mail. Questions received after 9/30/2021 will not receive a formal binding response.

Written clarification or interpretations will be issued by Addenda which will be posted on the Commission's website for download no later than five (3) days before the bid opening date October 6, 2021. Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Only plans holders registered with the Commission will receive notice of any Addendum issued. Any bid that does not acknowledge any and all issued Addenda will be rejected.

ESTIMATED COST

The estimated cost of this contract \$35,000.00 per year.

LYNN WATER AND SEWER COMMISSION

SPECIFICATIONS
FOR
CROSS CONNECTION and BACKFLOW CONTROL PROGRAM

DESCRIPTION

The Lynn Water and Sewer Commission (Commission) is seeking bids from qualified vendors for the surveys, inspections and testing of Cross Connections and Backflow Devices affecting the City of Lynn's water supply. All work shall be in compliance with the Department of Environmental Protection's 310 CMR 22.22 Regulations. Throughout the contract period, the selected contractor will be required to incorporate any new and/or additional requirements of the DEP into the Commission's testing program.

This contract shall be in effect for a period of five (5) years commencing October 2021 good until October 2026.

BREAKDOWN OF LYNN SERVICES

Type of Facility	# of Service Connection	# of Backflow Devices
Commercial	1,221	600
Industrial	133	129
Residential	17,996	1
Municipal	150	75
Other Lawn	1,513	0

SCOPE OF SERVICES

Perform as requested by the Commission's Cross Connection Control Coordinator, surveys and inspections of all commercial, industrial, agricultural, institutional and municipal facilities served by the Commission as required by the Massachusetts Department of Environmental Protection (DEP). Surveys and tests shall be performed by persons certified by the DEP and shall consist of meeting with the Commissions or their representatives at the premises and informing them both orally and in writing of the responsibility of the Commission and themselves with regard to cross connections and Massachusetts regulations.

After completion of the survey and inspection, the contractor shall prepare and forward the results to the Commission detailing on a Cross Connection Violation Form any and all violations found to exist as a result of the physical inspection performed, including procedures for corrective action on each premise will be forwarded to the Cross Connection Control Coordinator. Copies of any Cross Connection Control Violation Forms will be forwarded to the Cross Connection Control Coordinator and the Massachusetts Department of Environmental Protection.

Perform the review and approval of Design Data Sheets and make written recommendations to the Cross Connection Control Coordinator on approval or any necessary modifications needed prior to approval.

Test, and re-test as necessary, all backflow prevention devices as required by the Massachusetts Department of Environmental Protection or by the Commission's Rules and Regulations. Record the type, size and location of each device and forward the results of any and all tests to the required parties. The property owner will be notified of the testing periods.

Submit reports to the D.E.P., the property Commission and the Cross Connection Control Coordinator any violations regarding the provisions of the Massachusetts Drinking Water Regulations, 310 CMR 22.22 by sending a copy of a D.E.P. approved Violation Report Form.

Submit to the D.E.P. and the Cross Connection Control Coordinator, by January of each year, the results of the previous year's surveys and tests.

Submit, as requested by the Cross Connection Control Coordinator, reports detailing at a minimum the following information:

- a. The locations and dates of surveys performed.
- b. The number and locations of any cross connections, including the size and type of device required for each location.
- c. The number and location, with size, type and manufacture of any devices presently installed.
- d. The results of all tests performed at each location.

Prepare, on behalf of the Cross Connection Control Coordinator, invoices to be sent to property Commissions outlining the service performed and with rates established by the Lynn Water and Sewer Commission. An invoice template should be provided to the LWSC Cross Connection Control Coordinator for approval.

Prepare, copy and maintain records for the Cross Connection Control programs to be on file at the Commission. Records shall be maintained for a period of seven (7) years.

Provide to the Commission a duplicate web-based computer database containing all cross connection control activity, with the ability to provide remote updates as generated, or as requested by the Cross Connection Control Coordinator.

Perform all services necessary to ensure compliance with all Massachusetts Drinking Water Regulations, 310 CMR 22.22, the Department of Environmental Protection, and Commission Rules and Regulations.

**LYNN WATER AND SEWER COMMISSION
LYNN, MA**

CROSS CONNECTION AND BACKFLOW CONTROL PROGRAM

SPECIFICATIONS

- A. The Contractor is responsible for maintaining the Commission's designee status from the Department of Environmental Protection.
 - B. The Contractor shall be a certified corporation or partnership with an established place of business in Massachusetts, registered to do work in the Commonwealth of Massachusetts.
 - C. All current appropriate Massachusetts regulations on backflow prevention must be obtained and reviewed to assume compliance. The Cross Connection Control Coordinator shall be updated on any new regulations.
 - D. The Contractor will not install, service or repair, or sell any devices within the city.
 - E. The Contractor shall demonstrate capability to perform this work including:
 - 1) List of personnel by title and certification
 - 2) List of vehicles available to do this work
 - 3) List of current management or Ownership with experience in the administration and implementation of municipal cross connection control programs.
 - F. The Contractor must have a fully established computer database, with the ability to download systems and instruct Commission personnel on its operations.
 - G. All surveys and test shall be performed by Massachusetts Department of environmental Protection licensed and certified personnel. All Design Data Sheet plans shall be reviewed by a state certified cross connection surveyor on staff of the contractor. Subcontracting on any of the above will not be permitted.
 - H. The Contractor shall be responsible for any public press releases and educational seminars as requested by the Commission.
 - I. The Contractor shall be responsible for all mailing notification to building Commissions/agents for whom surveys and tests will be performed.
- Mailings to building Commissions/agents must include:
- 1. Water account number
 - 2. Contactor contact information for questions (phone number & email)
 - 3. Return to sender address should be Contractor **NOT LWSC**
- J. The Contractor shall be responsible for preparing the billing of Moneys owed by the building Commissions/agents for whom services have been performed. There will be **NO CHARGE FOR RE-TEST.** The Commission's Cross Connection Control Coordinator will assist in determining the appropriate charge and the Contractor will mail the bills.

- K. The Contractor will review all survey results, Design Data Sheets and plans submitted by installers with final approval by the Commission's Cross Connection Control Coordinator.
 - L. The Contractor will survey and test all buildings owned and/or operated by the City of Lynn and the Commission at **NO EXPENSE** to the Commission (Approximately **50** locations).
 - M. The Contractor will perform expedient services to the Commission to assure that once the program has begun, it will continue uninterrupted and as quickly and efficiently as possible.
 - N. The Contractor will work fully and cooperatively with the Commission's Cross Connection Control Coordinator in developing a list of potential locations to be surveyed and inspected for Cross Connections. All inspections/surveys to be approved by the Commission's Cross Connection Control Coordinator.
 - O. The Contractor and his employees will act professionally and courteously at all times to building Commissions/agents and tenants while performing services.
 - P. The Contractor will provide a toll free telephone number, email addresses, and fax number for all questions and/or complaints from property Commissions or their agents.
 - Q. The Contractor must comply with all Commission administrative and record keeping requirements.
 - R. Summary sheet of tests performed should be provided two times a year after each testing period, no later than one month after test completion to the Commission's Cross Control Coordinator
- Summary sheet should include the following:
- 1. Excel format
 - 2. Water Account Number, Facility Name, Facility Address, Test Date, Type (Commercial, Municipal, Industrial, Residential)
- S. The Contractor will provide these services to all premises within the City of Lynn, which are required by law.
 - T. The Contractor will develop a schedule for testing and notification to the customer of the testing schedule. Once the schedule is finalized a copy will be sent to the Commission's Cross Connection Control Coordinator for approval.
 - U. The Contractor's employees shall wear an approved company uniform and an identification badge with photograph during normal working hours. All vehicles used by the Contractor shall display identification signs on both sides of the vehicles, acceptable to the Commission and pertaining to the contractor and the project.
 - V. The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the property Commission.
 - W. Work is to be completed between the hours of 8:00 A.M. to 6:00 P.M. Monday 8:00 A.M. to 4:00 P.M. Tuesday through Thursday, and 8:00 A.M. to 12:00 P.M. Friday unless otherwise authorized by the Cross Connection Control Coordinator.
 - X. This contract will be in effect for five (5) years and may be terminated at any time at the discretion of the Commission.

**LYNN WATER AND SEWER COMMISSION
LYNN, MA**

CROSS CONNECTION CONTROL PROGRAM 2015

BID SHEET

DESCRIPTION	EST QT	ONE YR.	TWO YR.	THREE YR.	FOUR YR.	FIVE YR.	TOTAL PRICE
1. Cross Connection Inspection as needed. Unit price shall include all appropriate paper work, field survey and inspection time and issuance of violation forms, review of completed forms, and all notifications, if a violation is detected.							
a. Survey/inspection with violation and associated work.	100 Units	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. Backflow Device Testing Unit Price shall include all appropriate paperwork and retesting of failed units.	1300 Units	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL BID (ADD ITEMS 1 THROUGH 2)		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		1YR	2 YR	3YR	4YR	5YR	TOTAL

The prices listed on this bid sheet must include all overhead, profit, administrative costs, postage, and all other costs and expenses necessary for the proper completion of this contract. Payments by property Commissions shall be made to the Lynn Water and Sewer Commission. The Lynn Water and Sewer Commission reserve the right to reject any or all bids if deemed to be in the interest of the Commission.

The above quantities are estimated, contract will not exceed \$35,000.00 per year.

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

COMPANY NAME: _____

ADDRESS: _____

Phone Number: _____ **Cell#** _____

MINIMUM REQUIREMENT

	<u>YES</u>	<u>NO</u>
1. Are you registered in the Commonwealth of Massachusetts?	_____	_____
2. Do you have commissionship or management with five years Experience in the administration of municipal cross connection control programs?	_____	_____
3. Do you have Department of Environmental Protection licensed And certified personnel who are employed by the company?	_____	_____
4. Do you have a fully established computer system, with the ability to download to the Lynn Water and Sewer Commission computer system.	_____	_____
5. Will you perform expediently to assure uninterrupted service as quickly and efficiently as possible?	_____	_____
6. Will you submit all necessary reports to the Department of Environmental Protection, the property Commission and the Lynn Water and Sewer Commission.	_____	_____
7. Have you commissionship or management that has been directly responsible for obtaining Designee Status for a municipality in Massachusetts?	_____	_____
8. Will you survey and test all buildings owned and/or Operated by the City of Lynn and Lynn Water and Sewer Commission at no expense to the Lynn Water and Sewer Commission?	_____	_____

****This page to be submitted with bid sheet. A no answer will cause rejection of bid.**

REFERENCES

List five (5) Massachusetts cities or towns demonstrating experience in the administration of cross connection control programs

1. NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____

2. NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____

3. NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____

4. NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____

5. NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____