



Town of Wareham
Department of Natural Resources
48 Marion Road, Wareham Massachusetts 02571
508-291-3100 Extension 3180
dnr@wareham.ma.us

INVITATION FOR BID

FOR

One (1) Current Production Model Pump Out Boat and Motor

FOR THE:

Town of Wareham
Department Of Natural Resources
48 Marion Road
Wareham, Massachusetts

Town Administrator

Derek D. Sullivan

Bid Due, December 22, 2017
1:00 PM

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INVITATION TO BID

(Notice to Bidders)

One (1) Current Production Model Pump Out Boat and Motor

TOWN OF WAREHAM

Town Administrator

The Town of Wareham, Massachusetts, by its Town Administrator, will be accepting sealed bids for a Current Production Model Pump Out Boat and Motor. The bids will be accepted until 1:00 pm, on Friday, December 22, 2017 at the Division of Natural Resources 48 Marion Road, second Floor, Multi-Service Center in Wareham, MA 02571. Contract will be awarded within seven (7) calendar days after the bid opening. The bids shall be submitted in a sealed envelope, and clearly marked to indicate the contents.

The bids shall be addressed to the Town of Wareham, and shall be prepared in accordance with the Contract (Bidding) Documents and Specifications. The Town Administrator will award this bid.

The work under this contract shall consist of all necessary labor, materials, equipment and services necessary to deliver the Current Production Model Pump Out Boat and Motor. All work shall be done as set forth in the Specifications and as may be reasonably inferred as necessary to complete all items in the Specifications.

Bid packages and instructions will be available in the Division of Natural Resources Office, 508-291-3100 ext. 3180 and on the Town's website <http://www.wareham.ma.us/bids-rfps> beginning December 6, 2017.

The original complete Invitation for bid shall be submitted intact in a sealed envelope, and clearly marked "**Pump Out Boat and Motor**" to indicate the contents.

NB-1

A bid may not be withdrawn by the bidder for a period of sixty (60) days, excluding Saturdays, Sundays and legal holidays, after the day of the bid opening. Proposals that do not include a properly completed "**Non-Collusion Affidavit**" pertaining to Non-Collusion, etc., will be declared invalid.

The Town of Wareham reserves the right to accept or reject any or all bids, to waive any informalities, to amend any specifications or to accept any portion of a bid it deems to be in the best interest of the Town.

This is not an exclusive contract to provide services or materials to the Town. The Town reserves the right to contract for similar services or materials.

As a minimum, the following shall be properly completed and submitted:

- Non-Collusion Affidavit (p. NC-1, signed and notarized)
- Bid Form signature (BF pages)
- Completed Bid Form – Lump Sum (numerically and in written word)
- Addenda (if any) attached to bid and noted on Bid Form (p. BF-1); and,
- Specification Form Complete
- This Complete Document returned (submitted) bound and intact.

It should be noted that the above list is provided to assist the bidder and may not be all-inclusive. Meeting the above does not relieve the bidder from reviewing, understanding, and meeting all requirements of the Contract Documents.

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INSTRUCTION TO BIDDERS

1. Defined Terms:

The term "Successful Bidder" means the lowest, qualified, responsive and responsible Bidder to whom the Owner (based on Owner's evaluation as hereinafter provided) makes an award.

The term "Owner/Purchaser" means the Town of Wareham.

The term "Owner's Representative" means the Town Administrator

2. Copies of Bidding Documents:

2.1 Bidding Documents may be obtained from the Town Administrators Office.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; Owner or Owner's representative will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3. Examination of Contract Documents and Site(s):

3.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) familiarize himself with federal, state and local laws, by-laws, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate Bidder's observations with the Contract Documents.

3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

4. Interpretations:

All questions about the meaning or intent of the Contract Documents shall be submitted to Owner's representative in writing. Replies will be issued by Addenda mailed, faxed, emailed, or delivered to all parties recorded by Owner as having received the Documents. Questions received less than five (5) days prior to the date for opening of Bids will not be answered in writing. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. Bid Security:

- 5.1 Bid Security (if required in the Invitation to Bid) shall be made payable to Owner, in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond. Sureties must be qualified to do business in the Commonwealth of Massachusetts.
- 5.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security (Bonds) and Insurance Binders, where upon it will be returned; if the Successful Bidder fails to execute and deliver the Agreement and furnish the required documents within five (5) working days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh (7th) day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor, and the required Contract Security is furnished, or the sixty-first (61st) day after the Bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

6. Contract Time:

The bidder must provide with their bid the number of calendar days it will take (from the awarding of the bid) to deliver the Pump Out Boat and Motor to the Town of Wareham. The Contract Time will begin **upon the receipt of the Notice to Proceed** and will terminate on the agreed number of calendar days thereafter agreed upon at the time of the execution of the contract or when the contract amount has been expended whichever occurs first.

7. Substitute Material and Equipment:

The Contract, if awarded, will be on the basis of material and equipment described/ specified in the Contract Specifications. Whenever it is indicated in the Contract Specifications that a substitute or "approved equivalent" item of material or equipment may be furnished or used by Contractor if acceptable to the Towns Representative, application for such acceptance will not be considered by Owner until after the "effective date of the Agreement".

8. Subcontractors, etc: (Deleted)

9. Bid Form:

- 9.1 All Bids must be submitted on the Bid forms bound herein; additional copies may be obtained from Owner.
- 9.2 Bid Forms must be completed in ink. The Lump Sum Price(s) on the form must be stated in words and numerals; in case of a conflict, words will take precedence.
- 9.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 9.5 All names must be typed or printed below the signature
- 9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 9.7 The address to which communications regarding the Bid are to be directed must be shown.

10. Submission of Bids:

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by all required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

11. Modification and Withdrawal of Bids:

- 11.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.

12. Opening of Bids:

Bids will be opened publicly. They will be read aloud, and an abstract of the amounts of the base Bids will be made available after the opening of Bids.

13. Bids to Remain Open:

All Bids shall remain open for sixty (60) days after the day of the Bid opening, but the Owner may, in his sole discretion, release any Bid prior to that date.

14. Award of Contract:

- 14.1 The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof. Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 14.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and lump sum price requested in the Bid forms. Bidders must bid on each item.
- 14.3 (Deleted)

- 14.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 14.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 14.6 If the contract is to be awarded, it will be awarded to the lowest responsive Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Town.
- 14.7 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within seven (7) days after the day of the Bid opening.
- 14.8 Bids will be compared based on the bidder's lump sum price.

15. Signing of Agreement:

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three (3) unsigned counterparts of the Agreement and all other Contract Documents. Within five (5) working days thereafter Contractor shall sign and deliver at least three (3) counterparts of the Agreement to Owner with all other required documents (e.g. Bonds, Insurance Binders) attached. Within ten (10) days thereafter Owner will deliver all fully signed counterparts to Contractor. Town's Agent will identify those portions of the Contract Documents not fully signed by Owner and Contractor and such identification shall be binding on all parties.

16. Special Legal Requirements:

All bids shall be submitted in accordance with all requirements of all laws and regulations governing the performance of work on the Project. Bidder warrants and represents that it has read and is familiar with all such requirements.

17. Bonds:

The General Conditions set forth Owner's requirements as to Labor and Materials Bonds. When the Successful Bidder delivers the executed Agreement to Owner, the required Contract Security shall accompany it.

BID FORM

BID IDENTIFICATION: **One (1) Current Production Model Pump Out Boat and Motor**
Division of Natural Resources
Multi-Service Center
48 Marion Road, second Floor,
Wareham, MA 02571

THIS BID IS SUBMITTED TO: Division of Natural Resources
Multi-Service Center
48 Marion Road, second Floor,
Wareham, MA 02571

The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with OWNER, to complete all Work as specified or indicated in the Contract Documents for the Contract Unit Price(s) during the Contract period **starting from the receipt of the Notice to Proceed to a time agreed upon at time of contract agreement.**

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents (e.g. Bonds, Insurance Binders) required by the Contract Documents within five (5) working days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - 3.1 BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date	Number
(Receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders.	
 - 3.2 BIDDER has examined the legal requirements (federal, state and local laws, by-laws, rules and regulations) and the conditions affecting cost, progress of performance of the Work and has made such independent investigations, as BIDDER deems necessary.
 - 3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER

BF-1

4. BIDDER will complete all the Work assigned for the Unit Prices listed in the Bid Form.
5. BIDDER Agrees that Work will conform to all Federal, State and local requirements, and will be fully completed after the notice to proceed is issued and by the time agreed to at the time of the issuance of the contract agreement.
6. (Deleted)
7. Communications concerning this Bid shall be addressed to:

Company Name: _____
Address: _____
Email Address: _____

Telephone No.: _____
Fax No.: _____
Bidder's Contact Person: _____
8. Bid comparison will be based on the total of the estimated quantities in this document and bidder's lump sum price less trade if applicable.
9. The undersigned certifies under penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

SUBMITTED on _____, 20____.

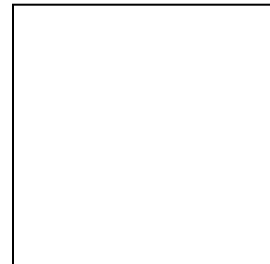
An Individual

By _____ (SEAL)
(Individual's Name and Signature)

Doing business as _____

Business address: _____

Phone No.: _____



BF-2

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner Name and Signature)

Business address: _____

Phone No.: _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

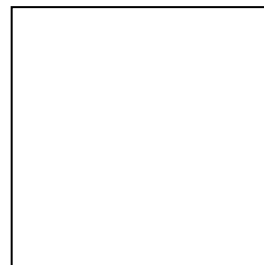
By _____
(Name of person authorized to sign and Signature)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____



BF-3

A JOINT VENTURE

By _____
(Name and Signature)

(Address)

By _____
(Name and Signature)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture should be in the manner indicated above.)

LUMP SUM PRICE BID

One (1) Current Production Model Pump Out Boat and Motor

Lump Sum Bid

_____ \$ _____
(Written in words) (In figures)

_____ \$ _____
(Written in words) (In figures)

_____ **Total** \$ _____
(Written in words) (In Figures)

BF-4

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this quote 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
quote, bid or proposal)

Name of Business

Subscribed and sworn to this _____ day of _____, 20____,
Before me,

(Notary Public)

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 individual submitting
quote, bid or proposal)

Name of Business

Subscribed and sworn to this _____ day of _____, 20____,
Before me,

(Notary Public)

CC-1

DISADVANTAGED/WOMEN-OWNED BUSINESS ENTERPRISES
PATICIPATION CERTIFICATE

In connection with the performance of this contract, the undersigned Contractor will cooperate with the Town of Wareham in the meeting it commitments and goals with regard to the maximum utilization of disadvantaged/women-owned business enterprises. The Contractor will insure that Disadvantaged/Women-owned Business Enterprises shall have the opportunity to perform portions of the work or provide portions of the goods or services under this contract. The Contractor shall complete and submit this Participation Certificate with its bid or proposal.

1. Is the Contractor a disadvantaged or women-owned company certified by the State Office of Minority Business assistance (SOMBA) or by the Small Business Administration? If “yes”, please attach the DBE/WBE most recent certification letter or document.

Yes_____ No_____

2. What percentage, if any, of the total bid/proposed amount will be supplied by DBE/WBE owned and operated businesses?

Percent DBE/WBE owned and operated businesses_____ %

3. Does the Contractor have an overall goal of Affirmative Action and Participation of DBE/WBE business enterprises?

Yes_____ No_____

If your answer to is yes, please explain:

4. The Contractor will furnish the name(s) of DBE/WBE business enterprises with whom Contractor has come into agreement to subcontract items of work under this Contract.

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Name_____ Title_____

Signature_____ Date_____

DBE/WBE AFFIDAVIT

STATE OF: _____ DATE: _____

COUNTY OF: _____, SS.

The undersigned, being duly sworn, deposes and says that he/she is the

(Sole owner; partner; president; treasurer or other corporate officer)

Of _____
(Business name of DBE/WBE)

And certifies that since the date of its certification by

(SOMBA or out-of state certification agency)

The certification has not been revoked nor has it expired nor has there been any change in the minority status of the business.

(Signature and Title of Person
Making affidavit)

Subscribed and sworn to before me this _____ day of _____, 20_____.

(Notary Public)

Note: the Bidder/Proposer must attach the DBE/WBE's most recent certification letter or document to this affidavit.

LIST OF REFERENCES

Bidders must provide a list of references to which a boat, outboard motor & trailer have been supplied, with a name of a contact person and phone numbers, and the model owned.

1. Reference: _____
Contact: _____
Address: _____
Phone: _____
Model owned: _____

2. Reference: _____
Contact: _____
Address: _____
Phone: _____
Model owned: _____

3. Reference: _____
Contact: _____
Address: _____
Phone: _____
Model owned: _____

RF-1

LISTS OF SUBCONTRACTORS

Page intentionally left blank

SC-1

NOTICE OF AWARD

Dated_____, 20__

TO:_____

(Bidder)

ADDRESS:_____

DESCRIPTION OF WORK:

You are notified that your Bid dated_____, 20__

for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the following Bid:

The Lump Sum Price in your contract is as listed on the original Bid Forms (copy attached).

Three (3) copies of each of the proposed Contract Documents accompany this Notice of Award.

You shall comply with the following conditions precedent within five (5) working days of the date of this Notice of Award, that is by_____, 20__

1. You shall deliver to the OWNER three fully executed counterparts of the Agreement including all other required documents (e.g. Bonds, Insurance Binders). This includes the triplicate sets of Drawings, if any. Each of the Contract Documents must bear your signature on the cover.

2. (List other conditions precedent).

NA-1

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award.

Within ten (10) days after you comply with these conditions, OWNER will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

(Owner)	Town of Wareham _____
(Authorized Signature)	By _____ Derek D. Sullivan
(Title)	_____ Town Administrator

NOTICE TO PROCEED

Dated _____, 20__

TO: _____
(Contractor)

ADDRESS: _____

BID: _____

WORK DESCRIPTION: _____

OWNER'S REPRESENTATIVE:

NAME: Garry Buckminster

DEPARTMENT: Natural Resources

ADDRESS: 48 Marion Road, Wareham Massachusetts 02571

TELEPHONE NUMBER: 508-291-3100 x 3180

Before you start any Work, you must deliver to the Owner certificates of insurance, which you are required to purchase and maintain in accordance with the Contract Documents.

Also before you start, you must (add other requirements)

Town of Wareham

(Owner)

By _____
(Authorized Signature)

Derek D. Sullivan

NP-1

FORM OF CONTRACT AGREEMENT

PROJECT: **One (1) Current Production Model Pump Out Boat and Motor
for Town of Wareham,
54 Marion Road, Wareham Massachusetts 02571**

THIS AGREEMENT is dated as of the _____ day of _____ in the
year 2017 by and between

Town of Wareham, Massachusetts (hereinafter called OWNER) and

(Company Name) (hereinafter called CONTRACTOR)

(Company Address)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work in accordance with the requirements specified or indicated in the Contract Documents.

ARTICLE 2 - CONTRACT TIME

The Contract Time shall commence on **receipt of the Notice to Proceed by the contractor** and will terminate 120 calendar days after the notice to proceed is issued or when the total contract amount has been expended whichever occurs first.

ARTICLE 3 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents.

ARTICLE 4 - PAYMENT PROCEDURE

Payment shall be made on delivery of item purchased or upon completion of all work contracted for (whichever comes later) and performed to the satisfaction of the purchaser.

FA-1

ARTICLE 5 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality and with all local conditions and federal, state and local laws, by-laws, rules and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 5.2 CONTRACTOR has read and is familiar with all laws and regulations applicable to the performance of the Work on the Project.
- 5.3 The CONTRACTOR acknowledges that the OWNER is legally unable to incur a liability in excess of an appropriation; and, that the obligation of the OWNER for periods extending beyond June 30 of any fiscal year is necessarily contingent upon the appropriation by the voters of additional funds.

ARTICLE 6 - CONFLICT OF INTEREST

No officer or employee of the Town of Bourne or member of their immediate family shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, proprietorship, or association in which he/she is directly or indirectly interested. No officer or employee of the town or member of their immediate family shall have any interest, direct or indirect, in the Contract or the proceeds thereof, unless exempted under the provisions of Chapter 268A of the General Laws, as amended.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement and made a part hereof and consists of the following:

- 7.1 This Agreement (pages FA-1 to FA-4)
- 7.2 Other documentation submitted by CONTRACTOR prior to Notice of Award.
- 7.3 CONTRACTOR'S Bid Form (pages BF-1 to BF-4)
- 7.4 Non-Collusive Affidavit Form (page CC-1)
- 7.5 DBE/MBE (D-1 to D-2)
- 7.6 Payment Bonds
- 7.7 Notice of Award Form (pages NA-1 and NA-2)
- 7.8 Notice to Proceed Form (page NP-1)
- 7.9 Deleted
- 7.10 State Tax Certification of Filing (pages CC-1)
- 7.11 Deleted
- 7.12 Specifications (pages S-1 to S- 3)

- 7.13 The following Massachusetts General Laws shall be considered part of this Agreement by reference: Chapter 30, Sections 39F through 39R; Chapter 44, Section 31C, and Chapter 149, Sections 26 and 27D.
- 7.14 Invitation to Bid (pages NB-1 and NB-2)
- 7.15 Instructions to Bidders (pages IB-1 to IB-5)
- 7.16 Deleted
- 7.17 Deleted

There are no Contract Documents other than those listed above in this Article 7.

ARTICLE 8 - NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 8.1 The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Contractor agrees to comply with all applicable Federal and State statutes, rules, and regulations prohibiting discrimination including: the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4(1); and all relevant administrative orders and executive orders, including Executive **Order 246**.
- 8.2 If a complaint or claim alleging violation by the Contractor of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the Contractor agrees to cooperate with the MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees in connection with the defense of such claim.
- 8.3 In the event of Contractor's noncompliance with the provisions of this section, the Owner shall impose such sanctions as it deems appropriate, including, but not limited to: Withholding of payments due to the Contractor under this contract until the contractor complies; Termination or suspension of this contract.
- 8.4 The MCAD shall be responsible for determining compliance with this section. Any breach of this section shall be regarded as a material breach and shall be subject to all other sections of this Contract.
- 8.5 The Owner shall have access to all records, which are necessary to document compliance with this section in its report to MCAD.

ARTICLE 9 - MISCELLANEOUS

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 9.2 OWNER and CONTRACTOR each binds himself, his partner, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 This CONTRACT shall be deemed to include all terms and requirements imposed by laws related to the performance of the Work on the Project.
- 9.4 This is not an exclusive contract to provide services or materials to the OWNER. The OWNER reserves the right to contract for similar services or materials.

ARTICLE 10 - OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One (1) counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR. This Agreement will be effective on _____, 20____.

OWNER Town of Wareham

CONTRACTOR_____

By:_____

By:_____

Date :_____

Town Administrator

[CORPORATE SEAL]

Date:_____

Address for giving notices

By:_____

Town Representative

Date:_____

Approved as to Availability of Funds: Approved as to form:

By:_____

Finance Director

By:_____

Town Counsel

Date:_____

Date:_____

FA-4

SPECIFICATIONS

FOR

**One (1) Current Production Model
Pump-Out Boat and Motor**

FOR THE

**TOWN OF WAREHAM
Department of Natural Resources
48 Marion Road
Wareham, Massachusetts 02571**

SPECIFICATIONS

THE SPECIFICATIONS BELOW DESCRIBE AN ACCEPTABLE UNIT. MINOR VARIATIONS IN SPECIFICATION MAY BE ACCEPTED IF IN THE OPINION OF THE WAREHAM DEPARTMENT OF NATURAL RESOURCES THEY DO NOT ADVERSELY AFFECT THE QUALITY, MAINTENANCE OR PERFORMANCE OF THE EQUIPMENT/BOAT.

ANY EXCEPTIONS FROM THESE REQUIREMENTS MUST BE IDENTIFIED, IN DETAIL, AND MUST INCLUDE A DESCRIPTION OF WHY THE PROPOSED ITEM(S) MEETS OR IS IRREGULAR FROM THE SPECIFICATION. THE WAREHAM DEPARTMENT OF NATURAL RESOURCES RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES AND TO CHOOSE THE BID THAT BEST MEETS THE SPECIFICATION AND NEED OF THE DEPARTMENT.

ANY DEVIATION FROM THE MINIMUM SPECIFICATIONS STATED HEREIN MUST BE IDENTIFIED IN DETAIL AND MUST INCLUDE A DESCRIPTION OF HOW THE PROPOSED ITEM(S) DIFFER FROM THE BID REQUIREMENTS, ALONG WITH DETAILED JUSTIFICATION FOR SUCH DEVIATION. BIDDER SHALL INCLUDE PHOTOS AND SCHEMATICS AS NECESSARY, FOR COMPLETE CLARIFICATION.

IF NO VARIATIONS ARE LISTED, IT WILL BE ASSUMED THAT ALL SPECIFICATIONS ARE BEING MET. PLEASE INCLUDE DESCRIPTIVE LITERATURE WITH YOUR COMPLETE BID.

Wareham Department of Natural Resources

EQUIPMENT PROPOSAL
DETAILED SPECIFICATION TABLE

Pump Out Boat

It is the intent of these specifications to describe the minimum requirements for a fiberglass Pump Out Boat & motor. This boat will be used by the Department of Natural Resources for providing Pump Out services to local and transient boaters in the town of Wareham.

This boat shall be a currently advertised production model, and per specifications detailed below. Boat to be furnished with all standard equipment advertised even if not specifically called for here, except where the item is replaced by optional over standard equipment or if conflicting equipment is specified. The unit shall be complete with all equipment required and ready for immediate operation to function as listed above. All transportation charges shall be included. The unit must meet all applicable codes, regulations, and standards.

The Town, at its option, may require a demonstration by the successful bidder to demonstrate the unit's compliance to these specifications. This demonstration shall be not less than one day in length and will be within a one and a half (1 ½) hour drive from the Town.

Pump Out Boat bid shall meet the following minimum criteria:

21-23 feet in length, beam 8-9 feet, and all composite construction
Hull will be treated with anti-fouling paint
Upright level foam flotation
Molded 300 gallon holding tank with baffled hatch
Stainless steel cleats, bow eyes, and stern eyes, all of appropriate size
Edson model 120 electric powered pump, hose, and fittings
De-watering attachments for pump
Bilge pump/de-watering system
One piece molded tank and grid system
Composite windshield with stainless steel handrail
Stainless steel T-top
Dual group 29 batteries, switch and wiring
Rotational molded polyethylene below deck 50 gallon fuel tank
Dual battery condition indicator
Forward below deck rope locker
12 volt circuit breaker switch panel
Electric tank gauge with overfill alarm
Leaning post with storage
Heavy duty fuel/water separator
Console with forward seat

Built in fire extinguisher compartment
Port and starboard stainless steel work rails
Full secondary containment of holding tank
LED navigation and anchor lights
Built in battery compartment
Hydraulic steering and stainless steel steering wheel with knob
Electric fuel tank gauge
Forward below deck hose and fitting storage
Self-bailing flush deck and hatches
200 hp outboard engine and controls