



BID SUBMISSION PACKET

1. Please ensure all proposal forms are complete. The following items are required as part of your submission:
 - Form for Bid
 - Bid Bond Form
 - 5% Bid Deposit
2. Bids shall be submitted on the Bid Forms furnished herein. The Bid shall be completely filled in, signed, enclosed in an envelope, sealed, and plainly marked with the Bidder's name, address, and telephone number and the name of the Project. Bids will be valid only when accompanied by a bid deposit in accordance with the requirements of Section 00 20 00, Article 5. The Bid shall be filed with the **Town Administrator's Office, Town of Wareham at 54 Marion Road**, The Bid shall be filed before **11:00 AM** on the date stipulated in the Advertisement. Bids received after precisely **11:00 AM** will not be accepted and will be returned unopened.
3. Bids shall be for the complete work as specified. The Bidder shall be selected based on such Bids. Each bid shall be accompanied by a bid guaranty in the form of a bid bond, issued by a responsible surety company licensed to do business in Massachusetts, or a certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company and made payable to the Town of Wareham in the amount of 5% of the bid price.
4. A performance bid in an amount equal to 100% of the total amount of the contract price with a surety company qualified to do business in the Commonwealth of Massachusetts, will be required for the faithful performance of the contract, as well as a payment bond in an amount equal to 100% of the total contract price.
5. All bids for this project are subject to applicable public bidding laws of Massachusetts, including G.L. c. 30, s 39M, as amended.
6. Attention is directed to the minimum wage rates as determined by the Commissioner of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of G.L., c. 149, s26 – 27D inclusive.
7. Selection of the contractor will be based upon bidder qualifications, including evidence of past performance on similar projects and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder.

8. The bidder agrees that its bid shall be good and may not be withdrawn for a period of 60 days, with Saturdays, Sundays, and legal holidays excluded, after the opening of the bids.
9. The Town of Wareham reserves the right to waive any informality, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the interest of the Owner. The contact person will be Gary Buckminster, Director, Department of Natural Resources.
10. This bid deposit shall become and be the property of the Town as liquidated damages if, after a contract is awarded, the bidder shall fail to enter into the required contract within sixty (60) days, Saturdays, Sundays and Legal Holidays excluded, after such notice of award is received by him.
11. Determination of the lowest Bidder shall be based on the sum of the Base bid and any alternates accepted by the **Town**.
12. Upon evaluation of the Bids of those Bidders remaining for consideration for the award, if the **Town** disqualifies any Bidder for the award, the **Town** will give written notice of the disqualification to that Bidder.
13. Except in circumstances leading to a determination obviously in error or inconsistent with the Bidding Documents, discrepancies or non-conformance on the Bid Form shall be resolved as follows: (a) between words and figures, the written words are binding on the Bidder, (b) between any sum, indicated by the Bidder, and the correct sum, the correct sum is binding on the Bidder; (c) between the product, indicated by the Bidder, of any quantity and bid unit price and the correct multiplication of the unit price times the quantity of Unit Price Work, the unit price bid is binding on the Bidder, and (d) if a Bidder fails or neglects to enter a Bid price in both words and figures, the Bid price entered, whether in words or figures, will be binding on the Bidder.

SECTION 00 41 13

FORM OF GENERAL BID

Proposal of _____ (hereinafter called "Bidder")*

- a corporation, organized and existing under the laws of the State of _____
- a partnership
- a joint venture
- a limited liability company
- an individual doing business as _____

*Check corporation, partnership, joint venture, LLC or individual as applicable.

To the Town of Wareham (hereinafter called "Owner").

Gentlemen:

The undersigned Bidder, in compliance with your invitation for bids for construction of **Wareham Dog Park**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to construct the project in accordance with the contract documents, within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees that if selected as the Contractor it will commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Contractor and to fully complete the project within **120** Consecutive days of the start date fixed in the "Notice to Proceed". The Bidder further agrees to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day thereafter during which the work has not been fully

completed, as provided in the “Liquidated Damages” provisions of Section 00 73 00, SUPPLEMENTARY CONDITIONS.

Bidder acknowledges receipt of the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

Item 1. BASE PROPOSAL: Bidder agrees to perform all work described in the specifications and shown on the plans for the sum of: _____ Dollars and Cents (\$ _____)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The BASE PROPOSAL, shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, bond premiums, engineering costs, etc., to cover the finished work of the several kinds called for.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 30, Section 39M, as amended.

The contract will be awarded to the lowest responsible and eligible bidder. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal agreement attached in Section 00 52 00 AGREEMENT and provide the requisite payment and performance bonds and certificates of insurance.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00 21 13 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract prices in accordance with Section 00 61 13.13 PERFORMANCE BOND, Section 00 61 13.16 PAYMENT BOND, and as stipulated in Section 00 72 00, GENERAL CONDITIONS of these specifications.

The undersigned offers the following information as evidence of its qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for _____ years.

2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals, are as follows:

(Attach supplementary list if necessary)

3. The Bidder shall state below what work of a similar character to that included in the proposed contract it has done and give references that will enable the Owner to judge its experience, skill and business standing (add supplementary page if necessary).

Completion Date	Project Name	Contract Amount	Design Engineer	Reference Name	Telephone No.
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a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

Pursuant to M.G.L. CH. 62C, Sec 49A, the undersigned Bidder certifies under the penalties of perjury that it is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned Bidder hereby certifies it will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the EEO/AA provisions of this Contract, including compliance with the Disadvantaged Business Enterprise as required under these contract provisions. The contractor receiving the award of the contract shall be required to obtain from each of its subcontractors a copy of the certification by said subcontractor, regardless of tier, that it will comply with the minority workforce ratio and specific affirmative action steps contained in these EEO/AA contract provisions prior to the award of such subcontract.

The undersigned Bidder hereby certifies that (1) it 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 United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; 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 United States Occupational Safety and Health Administration that is at least 10 hours in duration.

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 which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

The undersigned Bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees

to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, Section 25C (10) of Chapter 152 (workers' compensation) or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated thereunder

Respectfully submitted:

Date _____

By _____
(Signature)

(Name - Typed or Printed)

(Title)

(SEAL - if bid is by a corporation)

(Business Name)

(Federal ID Number)

(Business Address)

(City and State)

(Telephone Number)

END OF SECTION

BID BOND FORM

TOWN OF WAREHAM

KNOW ALL PERSONS BY THESE PRESENTS

That _____

of _____, as

PRINCIPAL, and _____,

a _____ Corporation, as **SURETY**, are held firmly bound unto the Town of Wareham, as **OBLIGEE** in the sum of

_____ Dollars (\$ _____), for the payment of which sum, well and truly to be made, the **PRINCIPAL** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the **PRINCIPAL** has submitted a bid for _____

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the bid of the aforesaid **PRINCIPAL** shall be awarded the Contract for the above-cited project, the **PRINCIPAL** will enter into a Contract with the **OBLIGEE** in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this **OBLIGATION** shall be null and void. **OTHERWISE**, the **PRINCIPAL** and **SURETY** will pay unto the **OBLIGEE** the difference in money between the amount of the bid of the said **PRINCIPAL** and the amount for which the **OBLIGEE** legally contracts with another party to perform the work covered by said bid, if the latter amount be in excess of the former, but in no event shall liability exceed the penal sum hereof.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this instrument at Wareham, MA this

_____ day of _____, 20__.

(Name of **PRINCIPAL**) (Affix Corporate Seal HERE)

(Signature/Title of PRINCIPAL)

(Name of SURETY) Seal HERE) (Affix Corporate Seal HERE)

(Attorney-in-Fact)

[Attach Power of Attorney to this page]

END OF SECTION