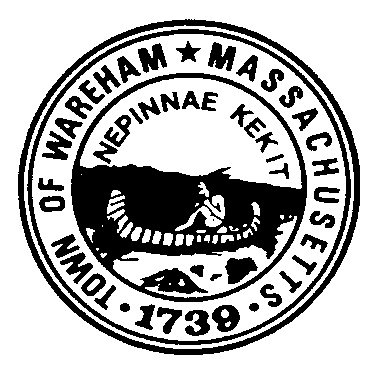
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TOWN OF WAREHAM

INVITATION FOR BIDS

FIBER OPTIC INSTALLATION SERVICES

Proposal Submittal Date: Thursday, May 18, 2023 @ 2:00 p.m.

Pre-proposal Meeting: Thursday, April 20, 2023 @ 10:00 a.m.

LEGAL NOTICE

INVITATION FOR BIDS (IFB)

FIBER OPTIC INSTALLATION SERVICES

FOR THE

TOWN OF WAREHAM, MASSACHUSETTS

Pursuant to G.L. c. 30, §39M, the Town of Wareham (“Town/Municipality”) seeks Bids for the purchase of Fiber Optic cable, materials, and installation services to be performed in the Town of Wareham, Massachusetts. Sealed bids will be received by the Town of Wareham, Administration Office, 54 Marion Road, Wareham, MA 02571 no later than **2:00 P.M on Thursday, May 18, 2023.** The IFB, plans and specifications may be obtained on April 12, 2023 by contacting the Town of Wareham, Administration Office, 54 Marion Road, Wareham, MA 02558 or online at [www.wareham.ma.us/bids-rfp](http://www.wareham.ma.us/bids-rfp).

The Scope of Work includes furnishing all Fiber Optic equipment, supplies, materials, tools, supervisors, labor, permits, approvals, police details, bonds, including all other incidental services necessary to provide Fiber Optic installation services at the locations specified in the IFB. The selected vendor shall complete all work, with the exception of pavement restoration, within sixteen (16) weeks of the issuance of the Notice to Proceed.

A pre-bid conference will be held Thursday, April 20, 2023 at 10:00 a.m. in the Wareham Town Hall, Room 27, 54 Marion Road, Wareham, MA 02571. Attendance is strongly recommended.

The Work is subject to prevailing wage laws. Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of M.G.L. c. 149, §§ 26 -27D inclusive.

The contract shall be awarded to the lowest responsible and eligible bidder on the basis of competitive bids in accordance with M.G.L. c. 30, § 39M. The Town of Wareham reserves the right to waive any informalities, to accept or reject, in whole or in part any and all bids, or take whatever other action may be deemed to be in the best interest of the Town.

Town of Wareham,

Derek Sullivan, Town Administrator

I

**General Information**

The Town of Wareham, Massachusetts (hereinafter “Town”), acting by and through the Chief Procurement Officer, will receive sealed Bids for the supply and installation of fiber optic cable and related installation work at specified locations. The Contractor shall be responsible at its expense for supervision of the work and shall furnish all personnel, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, permits, and all other things necessary to do all work required for the completion of the work being bid in this IFB.

Sealed Bids must be submitted on or before 2:00 p.m. on Thursday, May 18, 2023 to Derek D. Sullivan, Town Administrator & Chief Procurement Officer, Town of Wareham, 54 Marion Road, Wareham, MA 02571.

Bids received after the specified submission time will not be accepted. Sealed envelopes containing bids must be clearly marked in accordance with the Instructions to Bidders.

Completed bid forms with all required materials must be submitted with all bid responses. Bid shall be accompanied by a "Bid Deposit" in form of a bid bond, certified bank or treasurers check made payable to Town of Wareham equal to no less than 5% of the amount of the total Bid Price.

The Town reserves the right to waive any informalities or to reject any and all Bids if it deems it to be in the public interest to do so.

**Scope of Work:**

Fiber-optic Construction & Testing:

* Design network to service multiple municipal buildings (9 buildings, with future provisions required).
* Construct approximately 8.3 miles of 144F fiber-optic cable on telephone poles / easements.
* Trench approx. 1,200' of 3" PVC
* Attach to water towers / buildings.
* Rod / Pull through existing conduits.
* Mount termination panels and terminate 12 fibers with LC connectors in each building.
* OTDR test all assigned fibers.
* Requires submittal of detailed documentation after testing.
* Requires on-call coverage with 1 hour response time (1 year retainer).
* Network maintenance / coverage with 2-week response time.
* All materials to be included.
* Adhere to OSHA standards and traffic control.

Fiber shall be installed in the following buildings/locations.

Station 4 fire station                     142 Minot Ave

Wareham Elementary                 63 Minot Ave

Bourne Hill Water Tank                 10 Bourne Hill Rd

Station 1 Main Hub                        273 Main St

Town Hall                                         54 Marion Rd

Police Station                                   2515 Cranberry Hwy

Thatcher Ln radio Tower                           Thatcher Lane

West Wareham Water Tank         2374 Cranberry Hwy

Station 2   fire station                    2368 Cranberry Hwy

\*Dead end line to the end of Tobey road and Main Street for future expansion.

Contractor shall provide OTDR traces and Power Meter Test results at both 1310nm and 1550nm.

Fusion splices shall be no loss greater than .02. Terminate all mechanical connections with SC/APC.

Fiber must include enough slack to transfer cable across the street. All aerial cables must be tagged with Town of Wareham labeling.

Pricing shall include all costs for fiber, equipment, materials, tools, panels, labor, permits, rentals, bonds, and all things necessary to complete the work.

The Contractor shall work directly with the Town to obtain access to Town property, rights-of way, and easement to perform the work.

**INSTRUCTIONS TO BIDDERS**

Sealed Bids shall be received at the Administration Office, Town of Wareham, Administration Office, 54 Marion Road Wareham, MA not later than 2:00 P.M. on Thursday, May 18, 2023. Late bids will not be accepted. All bids shall include **one (1) original**, **five (5) copies** and digitally on a thumb drive in a sealed envelope. Bids shall be made in a sealed envelope clearly marked **“Fiber Optic Material and Installation Services, 2:00 p.m., on Thursday, May 18, 2023.”** Opened bids will not be returned.

* Every bid shall be accompanied by a "Bid Deposit" in form of a bid bond, certified bank or treasurers check made payable to Town of Wareham equal to no less than 5% of the amount of the total Bid Price.
* Any and all Addenda will be uploaded to Commbuys and the Town of Wareham’s website at [www.wareham.ma.us/bids-rfps](http://www.wareham.ma.us/bids-rfps) . Bidders shall acknowledge receipt of Addenda and shall confirm in their bids that the information contained in such Addenda has been received and considered in preparing bids. The Bidder is solely responsible for determining that it has received all Addenda issued.

* The Town of Wareham shall not be responsible under any circumstance for any oral or verbal statements or interpretations made by any of its representatives regarding the project or the contract documents prepared for this IFB. Further, the Town of Wareham does not represent that the information presented in this IFB is accurate and shall not be liable for the accuracy of any of the information presented in this IFB. Conversely, failure to examine the contract documents and/or the site of the proposed work shall not relieve bidders from any obligations under this IFB.
* A pre-bid conference will be held Thursday, April 20, 2023, at the Wareham Town Hall, 54 Marion Road – room 27, Wareham, MA 02571. Attendance is strongly encouraged. The Town of Wareham will review the project requirements and location using Google maps at the pre-bid conference. Bidders may schedule a physical inspection of the sites(s) directly with the Town of Wareham.
* All Work on this project shall be subject to Prevailing Wage rates as determined by the Commissioner, Massachusetts Department of Labor Standards (DLS), under the provisions of Massachusetts General Law, Chapter 149, Sections 26 to 27 D, inclusive. Such rates shall be in effect for the entire duration of the contract term and such Contractor(s) employed on the project are responsible for any changes in rates that may occur during this time. Additionally, Contractors(s) shall be required to submit a true and accurate payroll record of all persons employed on the project in accordance with G.L. c. 149, §§ 26 -27D inclusive directly to the Town of Wareham as work assignments are made. Copies of Payroll Record and Statement of Compliance forms may be found at [www.mass.gov/dos/pw.](http://www.mass.gov/dos/pw.) The prevailing wage schedule must be posted at the worksite.
* Questions regarding this IFB must be submitted in writing to Patty Neal at [pneal@wareham.ma.us](mailto:pneal@wareham.ma.us) by April 27, 2023 at 12:00 p.m. Written responses will be added to Commbuys and the Town’s website at [www.wareham.ma.us/bid-rfps](http://www.wareham.ma.us/bid-rfps). Interpretation, correction, changes in the work or other changes to the contract documents as may be necessary or desirable, as determined by the Town of Wareham. Updates will be in the form of Addenda and will be made prior to the bid opening date.
* Bidders assume full responsibility for delivery of bids to the Town of Wareham, Administration Office, 54 Marion Road, Wareham, MA 02571 prior to the time and date set for opening, or any extension thereof made by Addendum. Bids received after the time and date for receipt of bids will be returned unopened to the return address indicated. Timely delivery of Bids shall be the full responsibility of the Bidders.
* All required certifications shall be submitted with the bid. The original copy of the bid must bear original signatures. Oral, telephone or faxed bids are invalid and will not be considered.
* Bidders shall submit a project schedule, showing the time line for accomplishing the entire work scope. With the exception of pavement restoration work, the work shall be completed within sixteen (16) weeks from the Notice to Proceed. Time is of the essence.
* Bids by corporations shall clearly identify their legal form (corporation, partnership, etc.) and principals with official title, office, and address. Bid documents are to be executed in the corporate name by the president (or other corporation officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. All names shall be type or printed below the signature.
* Bidders must furnish the name, title, address, telephone number and facsimile number (if available) of a "contact person" having the appropriate technical and/or operating knowledge to whom technical questions or requests for clarification may be addressed.

**Submission of Proposals**

* Bids may be withdrawn without prejudice between the time of submission and the time of the opening by written request, post-marked on or before the date and time of the bid opening, so worded as to not reveal the amount of the bid. Bids may be resubmitted up to the time designated for receipt of bids provided such bids are then fully in conformance with all bidding instructions and statutory requirements. No bid shall be withdrawn within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after opening of bids.
* Certificate(s) of insurance along with data on eligibility for securing performance and payment bonds including dollar levels certified as obtainable shall be submitted with the bid for evaluation purposes. The successful bidder shall be required to furnish a Payment Bond in the amount of 50% of the total estimated contract price bid for the work issued by a company authorized to do business in Massachusetts satisfactory to the Town of Wareham. The Total Contract Price shall include the cost for such bond.

1. Pricing for the work shall be considered fixed and firm for the duration of the Agreement. Changes to the price and/or scope of the work only may be made by a change order in accordance with the contract documents and applicable laws.
2. The Town of Wareham is not responsible for any costs incurred by the Bidders in the preparation of their bids. The Town of Wareham is not liable for any work performed prior to the approval of an executed Agreement.
3. Bidders must complete the Qualifications and Experience Statement on pages identical to those provided in the bid package. The Statement should be based on direct experience with the work scope and/or equipment contained in this IFB. Include all information requested on the Qualifications and Experience Statement, including the following information:
4. a minimum of three (3) project specific references including the company name, address and the name and phone number of a contact person;
5. the name and work experience (brief resume required) of key supervisory personnel who will be assigned to perform work under this contract must be provided. Please indicate the length of time each such personnel will be available for the project;
6. a list of client companies currently serviced as part of the Bidder’s work history;
7. the name, address and phone number of the local representative who will be responsible for resolving day-to-day problems;
8. a list of the applicable licenses, registrations, and permits held required to perform the work described herein in the Commonwealth of Massachusetts. All work performed and materials furnished are to be in accordance with applicable Federal, State and Local laws, procedure requirements and guidelines for health and safety;
9. Town of Wareham reserves the following additional rights to: (a) determine if the bidder is competent and completely qualified to undertake and complete the work scope contemplated by the contract documents, (b) reject any and all bids as determined by the Town of Wareham to be in the public interest or as required by law, including bids that are in any way incomplete or ambiguous, and (c) to waive informalities and minor irregularities in bids received, all in the best interest of the Town of Wareham.
10. No award shall be binding until approved by the Town of Wareham’s Procurement Officer other evidence of the award is submitted to the bidder in writing by Town of Wareham. The bidder shall promptly provide the required insurance certificates, payment bond, and other information required by the IFB. Failure or refusal of the successful bidder to deliver payment bond within ten (10) days after receiving notice of the acceptance of its bid, shall forfeit to Town of Wareham, as liquidated damages for such failure or refusal, the bid deposit furnished with its bid.

GENERAL TERMS AND CONDITIONS

ARTICLE 1 – AGREEMENT FORM

The contract documents in the IFB shall constitute the Agreement between the Town of Wareham, hereinafter referred to as the Town, and the Contractor, hereinafter referred to as Contractor. No Agreement shall be binding unless it is in writing and signed by the Town.

ARTICLE 2 – DEFINED TERMS AND ENTIRE AGREEMENT

Terms used herein shall have the following meaning applicable to both the singular and plural thereof

the terms Town of Wareham and Town are interchangeable and shall mean the Town of Wareham, Massachusetts; Bidder shall mean one who submits a bid directly to the Town of Wareham. Contractor is an awarded bidder who executes a contract; work includes the furnishing all of labor, materials equipment and other incidentals necessary for or convenient to the successful completion of the Agreement and the carrying out of all the duties and obligations imposed by it. Work shall include, in addition to work to be performed at the actual job site, necessary shop plans, computations, ordering of materials and equipment, fabrication of material, parts and components. Wherever the word "provide" is used in this bid, in reference to work to be performed by the Contractor, it shall be understood to mean "furnished and installed” or “complete in place” and shall have no other meaning. The Agreement shall constitute the entire understanding between the Town of Wareham and the Contractor, and no modifications, rescission, waiver or termination of the Agreement or any of its terms and conditions, shall be binding on the Town of Wareham unless agreed to in writing by the Town. By acknowledging receipt of the Agreement or by beginning to perform, the work or shipping the goods, the Contractor agrees to all the terms and conditions of the Agreement. Any additional or different terms proposed by the Contractor are hereby objected to and rejected by the Town of Wareham.

ARTICLE 3 - PERFORMANCE

Time is of the essence of this Agreement. If the Contractor shall fail in any respect to prosecute the work with promptness and diligence, the Town of Wareham may cancel the Agreement in part or in its entirety without liability for the cancelled part(s).

ARTICLE 4 - WARRANTY

The Contractor warrants to the Town of Wareham that the article(s) provided and/or work performed under the Agreement shall be fit for the purpose intended in accordance with the Town of Wareham's requirements, shall be new and free from defects in material, workmanship and title and shall meet all specifications and instructions. If the article(s) purchased and/or work performed does not meet the warranty above, the Town, after determining a defect or non-conformance, will notify the Contractor. At the sole discretion of the Town, the Contractor shall replace, repair or make good, without cost to the Town any defects or non-conformance arising within one (1) year after date of acceptance of the article(s) furnished and/or the work performed. Any replacement, repair, or re-performed work and services furnished by the Contractor under the aforesaid warranty, shall carry warranties on the same terms and conditions as set forth above from the date of the Town's acceptance of said replacement, repair, or re-performed work and services. The Contractor shall extend all warranties it receives from its vendors to the Town and the Contractor's warranties shall extend to the Town's customers. This warranty is in addition to all warranties contained under the law.

ARTICLE 6 - INSPECTION AND EXPEDITING

All materials, equipment and/or work to be supplied under the Agreement are subject to inspection and expediting by the Owner or its representative. The Contractor shall allow the Town or its representative access to the Contractor's work and provide free access to the work of the Contractor's sub-vendors or Sub-Contractors.

ARTICLE 7 - COMPLIANCE WITH LAW

Any provision required by law to be included herein shall be deemed included as a part of this Agreement whether or not specifically referenced. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations and agrees to indemnify and hold the Town of Wareham harmless from any and all damages and liabilities assessed against the Town as a result of the Contractor's noncompliance.

ARTICLE 8 - REPORTING

The Contractor shall be required to report all work performed under the Agreement and in accordance with Massachusetts Department of Labor rules and regulations in regard to Prevailing Wage Rate documentation and submission for reporting and payment of invoices.

ARTICLE 9 - CONFIDENTIALITY

Any of the Town's drawings, specification or technical information used by the Contractor hereunder, shall remain the property of the Town and shall be held in confidence by the Contractor and shall not be reproduced or disclosed to others without the written permission of the Town. If the Contractor learns any proprietary information, including but not limited to, technical or business data, projections, plans, or other confidential information of the Town, the Contractor shall maintain such information as confidential and not disclose such information to any person outside its employ and such as necessary for the Contractor to perform its obligations under the Agreement.

ARTICLE 10 - PROHIBITION OF ASBESTOS, LEAD, CHROMIUM, MERCURY, SELENIUM, BARIUM, CADMIUM, BENZENE, SILVER, CHLOROFLUOROCARBONS, AND CHLORINATED HYDROCARBONS

Under no circumstances shall the Contractor provide materials or components which contain asbestos including items such as, but not limited to, packing, seals, gaskets, or insulation, regardless whether the item is encapsulated or asbestos fibers are impregnated with a binder material. The same restriction shall apply to all materials and/or chemicals which contain lead, chromium, mercury, selenium, barium, cadmium, silver or their respective compounds; benzene; Chlorofluorocarbons, such as Freon; and chlorinated hydrocarbons such as, but not limited to 1,1,1-Trichloroethane, Perchloroethylene, Carbon Tetrachloride, or Methylene Chloride.

ARTICLE 11 – COMPLETION

The Agreement will not be considered complete until all specifications and requirements have been satisfied and accepted by the Town in writing. These requirements also include, but are not limited to,the Townsacceptance of all documentation, drawings, manuals, etc.

ARTICLE 12- INDEMNIFICATION AND HOLD HARMLESS

Except to the extent caused by an act of negligence or willful misconduct by the Town, its successors or assigns, the Contractor and any of its Sub-Contractors or other employed by them directly or indirectly, shall defend, indemnify and hold harmless the Town of Wareham.

ARTICLE 13 – INSURANCE REQUIREMENT

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor and any of his Sub-Contractors or anyone employed by them directly or indirectly, shall, at its own expense to the extent such coverages or similar coverages are reasonably available on reasonable commercial terms, maintain throughout the term of the Agreement, insurance coverages of such type and amount as may be necessary to protect it and the interests of the Town of Wareham against all hazards or risks of loss arising from the Contractor’s performance of the Agreement. The Contractor shall deliver to the Town no later than ten (10) days after award or prior to commencing work on the Town’s premises, whichever is sooner, Certificates of Insurance with limits not less than those set forth below with insurance companies duly licensed and authorized to do business in the Commonwealth of Massachusetts having a minimum Best Rating of "A".

The Town of Wareham, 54 Marion Road, Wareham, MA 02571 shall be listed as an additional insured on all insurance policies required there under. All subcontractors or contract service firms utilized by the successful bidder must maintain the same insurance coverages as specified. All insurance coverages shall not be cancelled, terminated, reduced, eroded, impaired or materially changed without at least thirty (30) days prior written notice to the Town of such action.

The Contractor shall be liable for all deductible amounts from such insurance and shall indemnify and hold harmless the Town therefrom.

PROFESSIONAL LIABILITY (where applicable) $1,000,000

1. Workers’ Compensation Insurance: covering all employees and providing benefits as a required by statute. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Public Liability Insurance: Comprehensive General Liability Insurance using the revised Insurance Services Offices (ISO) 1986 Simplified Form (or its equivalent)

Limits should be no less than as follows:

General Aggregate $2,000,000

Products/Completed Operations Aggregate $2,000,000

Personal Injury $1,000,000

Each Occurrence $1,000,000

Employee Benefits Liability $1,000,000

1. Automobile Liability Insurance $1,000,000 C.S.L.

(Combined Single Limit)

1. Umbrella/Excess Liability Policy

General Aggregate $2,000,000

Each Occurrence $2,000,000

All insurance coverages shall not be cancelled, terminated, reduced, eroded, impaired or materially changed without at least thirty (30) days prior written notice to the Town of such action. Such notices shall be mailed via certified mail, return receipt requested to: Town of Wareham, Administration, 54 Marion Road, Wareham, MA 02571.

The following coverages and minimum limits apply and shall be primary to any other coverage available to the Town and shall not be deemed to limit the Contractor's liability under the Agreement. The Contractor shall be liable for all deductible amounts from such insurance and shall indemnify and hold harmless the Town therefrom.

Coverage – Minimum Limits or Equivalent Aggregate Limits

1. Workers' Compensation Statutory Requirements of the Commonwealth of Massachusetts
2. Employers' Liability $ 1,000,000.

In case any class of employees engaged in hazardous work on the project under the Agreement is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause any Sub-Contractor to provide Employer's Liability Insurance with a limit of at least $1,000,000.00 each accident for the protection of such of his employees as are not otherwise protected.

1. Comprehensive General Liability or Commercial General Liability

No aggregate limits shall apply except for products/completed operations. Coverage shall be written on an occurrence basis with limits not less than those stated below.

Bodily Injury (including accidental death) $ 2,000,000 per person/per occurrence

Property Damage (Broad Form) $ 2,000,000 per person/per occurrence

Or

Combined Single Limit $ 2,000,000 per person/per occurrence

Products/Completed operations liability coverage must continue in force for a minimum of one (1) year after completion of a work assignment.

1. Comprehensive Automobile Liability

(Including all owned, non-owned and hired automobiles)

Bodily Injury (including accidental death) $2,000,000 per person/per occurrence

Property Damage $ 2,000,000 per person/per occurrence

Or

Combined Single Limit $ 2,000,000 per person/per occurrence

ARTICLE 14 – PERFORMANCE AND PAYMENT BONDS

The Contractor shall deliver to the Town no later than ten (10) days after award, or prior to commencing work, whichever is sooner, a Payment Bond and a Performance Bond at the Contractor's expense, in the amount of one hundred percent (100%) of the estimated contract price in a form acceptable to the Town with a Corporate Surety duly licensed and authorized to do business in the Commonwealth of Massachusetts.

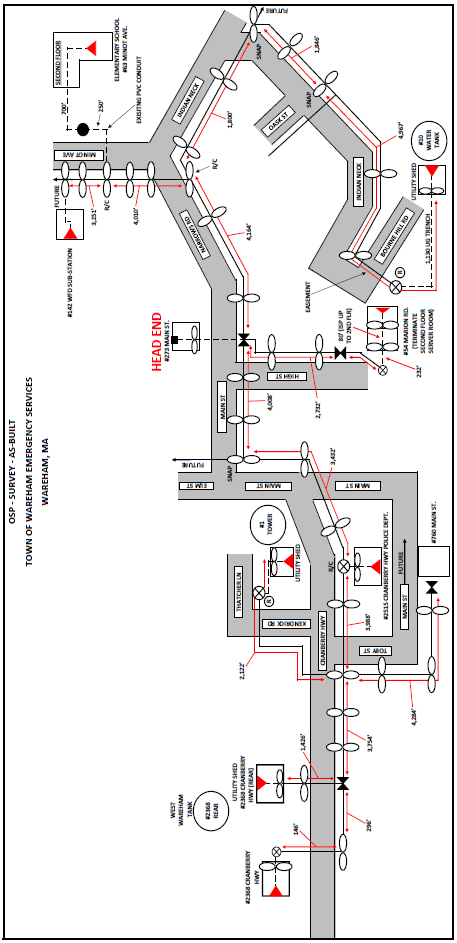
ARTICLE 15 – CONTRACTOR RESPONSIBILITIES

The Contractor shall, at its own expense, arrange for the supply of light and power, water and communications necessary for the performance of the work under the Agreement. All temporary facilities provided or installed by the Contractor in the course of furnishing the services shall be at the Contractor’s sole expense and shall be removed by the Contractor in a manner satisfactory to the Town of Wareham at no expense to the Town of Wareham prior to completion of the project.

ARTICLE 16 – CHANGE ORDER PROCEDURE

Changes in the scope of work to be performed, as well as any out of scope work agreed upon, shall require a written proposal from the awarded Contractor before any additional or out of scope work is performed. Such changes shall require the prior approval and recommendation of the Town of Wareham’s Project Manager and shall only be authorized by the Town Administrator in writing as a Change Order. Change Orders shall be subject to the requirements of M.G.L. c. 30, § 39I and 39N, and other any other applicable law or decision.

**Attachment A**



Attachment B

**CONTRACT BETWEEN THE TOWN OF WAREHAM**

**and**

**(INSERT VENDOR/COMPANY NAME)**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 200\_\_, between the Town of Wareham, acting by and through its duly authorized Board of Selectmen (hereinafter, the "Town"), with a principal place of business at 54 Marion Road, Wareham, Ma. 02571 and (INSERT VENDOR/COMPANY NAME), with a principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Town and (Vendor/Company) contract for services under the terms and conditions set forth herein.

**I. SERVICES**

SAMPLE

(Vendor/Company) will provide the services in accordance with the Town of Wareham Fiber Installation Services IFB as the awarded bidder.

**II.COMPENSATION**

Upon completion of the services described in Paragraph I above, (Vendor/Company) shall submit an invoice to the Town with any reasonable supporting documentation requested by the Town, reflecting the services performed. Upon satisfactory review of said invoices and documentation, the Town shall remit payment to (Vendor/Company). Total compensation to be paid to (Vendor/Consultant) pursuant to this contract shall not exceed $\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**III. TIME FOR PERFORMANCE**

All services pursuant to this contract shall be performed by (Vendor/Company) no later than (Insert Date).

**IV. SUBJECT TO APPROPRIATION**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the Town is required to make under this contract shall be subject to appropriation or other availability of funds, as certified by the Town Accountant.

**V. ASSIGNMENT**

(Vendor/Company) shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of the Town. If approved by the Town, this contract shall be binding upon (Vendor’s/Company’s) assigns, transferees and/or successors in interest.

**VI. PREVAILING STATUTORY AUTHORITY**

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**VII. INSURANCE (applicable to service contracts; limits may vary depending upon complexity and nature of services)**

(Vendor/Company) shall maintain the following insurance coverage:

a. General Comprehensive Liability in the amount of

$1,000,000 for each occurrence and $2,000,000 in the aggregate;

b. Automobile Liability in the amount of $2,000,000 for personal injury and property damage;

c. Professional Errors and Omissions Liability in the amount of $1,000,000 for each occurrence and $2,000,000 in the aggregate; and

d. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Law Chapter 152.

SAMPLE

**VIII. INDEMNIFICATION**

(Vendor/Company) hereby indemnifies and agrees to hold harmless the Town against any liability including all claims for bodily injury or property damage that may arise out of the (Vendor’s/Company’s) performance of its obligations under this contract by itself or a subcontractor, officer, agent or employee.

**IX. TERMINATION**

This contract may be terminated by either party upon receipt of ten (10) days advance written notice by certified mail to the signatories of the Town Department and (Vendor/Company) noted below. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. (Vendor/Company) shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of the Town.

For (Vendor/Company) For the Town of Wareham,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Derek Sullivan, Town Administrator

Title:

Date:

Recommended By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature and Title of Department Director)

Approved as to form: Approved As to Available Funds:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Richard Bowen Judith Lauzon

Town Solicitor Town Accountant

Account to be Charged:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SAMPLE

FIBER INSTALLATION SERVICES

IN THE

TOWN OF WAREHAM, MASSACHUSETTS

FOR THE TOWN OF WAREHAM

54 MARION ROAD, WAREHAM MASSACHUSETTS

Town of Wareham – Town Administrator

The undersigned doing business as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and hereinafter known as the bidder, with legal address as indicated, hereby offer to provide the services and materials as specified in accordance with bid solicitation for Fiber Optic installation, dated April\_\_\_\_\_\_\_, 2023 with contract pricing as shown below. The bidder, in making a bid with full knowledge of the basis of award for this IFB represents that he or she has read and understands the contract documents and such bid is made in accordance therewith; Further, that he or she has general knowledge of the varying site locations and familiarity with the local conditions where the required work is to be performed; That he or she has adequate personnel, equipment and facilities to fulfill all requirements as specified in the bidding documents; That he or she has, at the bidder’s own expense, made all additional examinations, investigations and studies of physical conditions within the service areas, that the bidder deems necessary to make a bid, that may affect cost, progress, performance, or furnishing of the services in a timely, cost effective manner.

The contract will be awarded to the lowest responsible and eligible bidder who certifies he or she is able to furnish labor that can work in harmony with all other elements of labor employed on the work and who, in accordance with all of the required certifications requested to be made herein, is judged as demonstrably possessing the skill, ability and integrity necessary for the faithful performance of the work in the sole judgment of the Awarding Authority.

The submission of a bid will constitute an incontrovertible representation by the bidder that the bidder has complied with every requirement of the above paragraph, and that without exception, the bid is premised upon performing and furnishing the work required by the contract documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the contract documents, and that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing the work.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

QUALIFICATIONS AND EXPERIENCE STATEMENT:

All questions must be answered with clear and comprehensive data. If necessary add additional pages. This statement must also be notarized.

1. Name of Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Permanent Main Office Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. When organized \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Where incorporated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. How many years have you been engaged in the fiber installation business under your present firm name? Also state name and dates of previous firm names, if any.
6. List ***completed work*** of a similar nature to that stated in the proposal and include contact references for each. A minimum of three (3) fiber installation project work experience is required. You should list the more important contracts recently executed by your company, stating approximate cost for each, whether or not bonding was required and the month and year completed to assist the Town of Wareham in judging experience, skill, and business standing of your firm.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(attach to this page any additional sheets needed to provide complete information)

1. List a minimum of five (5) business references for the same work scope as this bid document with names, addresses and phone/fax numbers as well as any e-mail addresses that may be available for direct contact.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. List any and all licenses, certificates, and documented safety programs employed by your entity for employees and/or others (i.e. Sub-Contractors) such as, but not limited to, OSHA Construction Safety, Confined Space Certification, Electrical Awareness Training, Hydraulic Licenses, Hoisting licenses, CPR,

First Responder, etc.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(attach to this page any additional sheets needed to provide complete information)

1. Have you ever been cited for OSHA or Dig Safe violations? \_\_\_ (Yes) \_\_\_ (No) If so, provide details as to when, where, and why. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Have you ever failed to complete any work awarded to you? \_\_\_ (Yes) \_ (No) If so, where and why?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Have you ever defaulted on a contract? (Yes)\_ (No) If so, where and why?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Have the principal Owners of your company ever failed to complete a contract or been defaulted while engaged in a similar type of business under a different name or different business entity? \_\_ (Yes) \_\_\_ (No) if so, attach a separate statement describing the situation in full.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. List your key personnel such as Project Superintendent and Foreman available for this contract including a brief profile of each member:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(attach to this page any additional sheets needed to provide complete information)

**ANTI-COLLUSION CERTIFICATION (M.G.L. c. 40, s. 4B ½)**

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion of fraud with any other person. As used in this section the word "Person" shall mean any natural person, joint venture, partnership, corporation, or other entity.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Officer

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Title of Person Signing

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_ Fax #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_

**TAX CERTIFICATION (M.G.L. c. 62, s. 49A.)**

I certify under penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns, paid all state taxes, and have complied with all the laws of the Commonwealth of Massachusetts relating to taxes.

State Tax Id No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Signature of Individual or Corporate Name (required) By: Corporate Officer (if Applicable)

\*\* Social Security # (Voluntary) or Federal Identification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Approval of a contract or other agreement will not be granted unless signed.

\*\* Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers failing to correct any delinquency **will not have a contract or other agreement issued, renewed, or extended.** This request is made under the authority of Mass General Law, M.G.L. c. 62, s. 49A.

**INDEMNIFICATION CERTIFICATION**

The bidder hereby agrees to defend and indemnify the Town of Wareham and its officers, officials, directors, administrators, commissioners, agents, employees, servants, and assigns, (the "indemnities") from and against any and all liability, losses, expenses, fees, (including reasonable attorney’s fees), suits, actions, or causes of action the indemnities may suffer as a result of claims, demands, costs, or judgments arising out of the performance or non-performance.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Officer

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Title of Person Signing

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_ Fax #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_

BIDDER’S INDENTIFICATION AND LEGAL ADDRESS

FOR WRITTEN NOTICES AND AUTHORIZATION

The party by whom this bid is submitted and by whom the contract will be entered into in case this bid is accepted is a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

“Corporation" "Partnership" or “Individual" (choose one)

doing business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(Street) (City)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to which address Notice of Acceptance of this bid

(State) (Zip)

and all other written notices may be mailed or delivered until further written notice is given the Town of Wareham.

(Legal Name of Bidding Organization)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Authorized Person)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Title)

The undersigned hereby certifies and represents to the Town of Wareham that the person signing this bid on behalf of the bidder is authorized to do so.

(Partner of Partnership or Official of Corporation)

FORM OF CORPORATE VOTE – DELEGATION OF AUTHORITY

**AFFIDAVIT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_do certify:

1. That I am duly elected, qualified and presently acting \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(title)

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a corporation organized and existing

under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. That on , the Board of Directors of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, adopted the following resolution in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,with regard to the authority of the individuals listed below to deliver for and in the name of the Corporation any and all bids, contracts, agreements and bonds for the sale, delivery or installation of equipment or parts regularly manufactured or sold by the Corporation:

LIST OF INDIVIDUALS AND TITLES:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. That the Board of Directors of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on the above date

elected \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Secretary of the Corporation.

1. That said votes are still in full force and effect and that the above has said authority as of the date of this Affidavit.

IN WITNESS WHEREOF,

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

APPROVED AS TO FORM:

Attest \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(name) (date)

(Corporate Seal here)

Subscribed and sworn to this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2023 before me,

Notary Public: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, My commission expires: \_\_\_\_\_\_\_\_\_\_

RECEIPT OF NUMBERED ADDENDA

The undersigned certifies and acknowledges the receipt of the following Numbered Addenda:

Addendum No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dated \_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dated \_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OR:** ( ) No Numbered Addenda received.

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of authorized officer)

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed name and title of person signing bid)

Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and

(Surety)

of , State of hereinafter

(City)

called the “Surety” and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Wareham, hereinafter called “Owner” or “the Town” in the penal sum of \_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars ($ \_\_\_\_\_\_\_\_ \_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Town, dated the \_\_\_\_\_\_\_\_\_\_day of , 2023, a copy of which is hereto attached and made a part hereof for the construction described as follows:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_\_\_\_\_ day of \_\_\_, 2023.

##### ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Principal)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Principal Secretary)

(Address-Zip Code)

##### (SEAL)

Witness as to Principal

(Address –Zip Code) ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Surety

By

(Attorney-in-Fact)

(Address-Zip Code)

##### (SEAL)

Witness as to Surety

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is a Partnership, all partners should execute Bond.

BIDDERS CHECK OFF CERTIFICATE

I have included the following items in my bid: YES / NO

1. Qualifications and Experience Statement \_\_\_ / \_
2. Anti-Collusion Certification \_\_\_ / \_
3. Tax Certification \_\_\_ / \_
4. Indemnification Certification \_\_\_/ \_
5. Insurance Certificates (sample) \_\_\_ / \_
6. Bonding Information (sample) \_\_\_ / \_
7. Bidder’s Legal Address \_\_\_ / \_
8. Form of Corporate Vote \_\_\_ / \_
9. Identification of Contact Person \_\_\_ / \_
10. Bid Deposit \_\_\_ / \_
11. Receipt of Numbered Addenda \_\_\_ / \_

(Please indicate by Number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ / \_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ / \_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ / \_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ / \_\_\_