



SOLICITATION FOR:
**Weekly Pump Station Inspections
And On-Call Emergency Services**

22-1FB- 0602

WAREHAM, MASSACHUSETTS

RELEASED: June 9, 2022

DUE BY: June 30, 2022 at 9:00a.m. EST

DELIVER TO:

Town of Wareham
Wareham Water Pollution Control Facility
6 Tony's Lane
Wareham, MA 02571

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SECTION 1.0
INSTRUCTIONS TO BIDDER

1.1 General

- When submitting bid, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to: Town of Wareham Water Pollution Control Facility, 6 Tony's Lane, Wareham, MA 02571
 - Bids submitted must be originals.
- a. The completion of the following forms is necessary for consideration of a potential contract award. When submitting bid documents, please retain the order of documents as originally provided: Signed Terms, Conditions and Certifications
 - b. Completed Bid Pricing Page – **both as a total and individual units if applicable**
 - c. Completed Statement of Compliance Form
 - d. Completed Certificate of Authority
 - e. Completed Appendix A - Past Performance / References

NOTE: If Vendor is incorporated, an updated "CERTIFICATE OF GOOD STANDING" from the Commonwealth of Massachusetts may be required for the awarded vendor only.

- Please review and return with your sealed bids as sent. Also, insure that all forms are completed and your bid response is submitted as requested.

1.2 General Information & Submissions Instructions

1.2.1 Bid Delivery

Responses must be delivered by June 30, 2022 @ 9:00 a.m. to Town of Wareham Water Pollution Control Facility. Two (2) copies of the response should be submitted on paper and One (1) electronically. Responses must be sealed and marked with the solicitation title and number. All bids must include a forms listed in Section 1.1.

1.2.2 Bid Signature

A response must be signed as follows:

- if the Bidder is an individual, by her/him personally
- if the Bidder is a partnership, by the name of the partnership, followed by the signature of each general partner.
- if the Bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

1.2.3 Time for Bid Acceptance

The contract will be awarded within 30 days after the bid opening. The time for award may be extended for up to 30 additional days by mutual agreement between the Town of Wareham and the apparent lowest responsive and responsible bidder.

1.2.4 Bonding Requirements N/A

1.2.5 Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. Addenda will not be emailed or faxed. No changes may be made to the solicitation documents by the Bidders without written authorization and/or an addendum from the Purchasing Department. **It is the sole responsibility of the vendor to monitor the Town's website for addenda at: www.wareham.ma.us/bids-rfps.**

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

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

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

1.2.7 Right to Cancel/Reject Bids

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

1.2.8 Bid Prices to Remain Firm

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

1.2.9 Unbalanced Bids

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

1.2.10 Unforeseen Office Closure

If, at the time of the scheduled bid opening, the Water Pollution Control Facility is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until **11:00 a.m.** on the next normal business day. Bids will be accepted until that date and time.

1.2.11 Price Submission

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

1.2.12 Estimated Quantities

The Town of Wareham has provided estimation for services over the course of the contract period. These estimates are estimates only and not guaranteed.

1.2.13 Brand Name "or Equal"

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

1.2.14 Warranty

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

1.2.15 Cancellation

The Town reserves the right to cancel this contract at any time on any grounds, including the vendor's failure to comply with the Scope of Work (SOW) provided herein.

1.3 Questions about the Solicitation

Questions concerning this solicitation must be submitted in writing to: Guy Campinha, Director, Town of Wareham Water Pollution Control Facility, 6 Tony's Lane, Wareham, MA 02571 **before 11:00 AM on June 28, 2022**. Questions may be delivered or e-mailed to gcampinha@wareham.ma.us. Written responses will be e-mailed to all bidders on record as having attended the mandatory Pre-bid Site Visit, if applicable. If any bidders or proposers contact anyone outside of the Wareham Water Pollution Control Facility regarding this bid/proposal, that bidder/proposer will be disqualified immediately.

1.4 Pre-bid Site Visit

There will be a mandatory site visit for this project held at the site (6 Tony's Lane, Wareham, MA). The pre-bid site visit will be on **June 23, 2022 at 11:00a.m.**

1.5 Rule for Award

A contract will be awarded to the responsive and responsible bidder offering the lowest total cost to complete project.

**SECTION 2.0
GENERAL TERMS, CONDITIONS, and CERTIFICATIONS**

2.1 Bid Offers

The right is reserved to reject any and all bids or parts of bids and to make an award as may be determined to be in the best interests of the Town of Wareham. Bids with erasures or alterations will be rejected.

2.2 Prices

Must be F.O.B. Delivered Destination-Wareham, MA. No charges will be allowed for packing, crating, freight, handling, or cartage unless specifically stated and included with bid.

2.3 Awards

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

2.4. Payment

The Town of Wareham shall make no payment for a supply or service rendered prior to execution of a written Contract. Bills for services, materials, or supplies furnished by bidders under Contract shall be submitted within the month in which services are rendered or within 10 days following the end of the month. Contractor agrees to submit bills and delivery slips to the Town and, in any event, shall not be less than ten (10) days from receipt.

2.5. Guarantees

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

2.6 Patents

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

2.7 Legality

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

2.8 Taxes

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

2.9 Bonds

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

2.10 Orders

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

2.11 Indemnity

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

2.12. Equality

Where trade names or specific manufacturers are mentioned in the specifications, the Town does not intend to limit competition, but merely to indicate the general type of commodity to be supplied. The Town invites offers on comparable commodities to those named or described in the specification. Naming of any commercial name, trademark or other identifier shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if: (a) it is at least equal in quality, durability, appearance, strength, and design; (b) it will perform at least equally the function imposed by the general design for the purpose being contracted for or the material being purchased; and (c) it conforms in a substantial way, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials, other than the one named, shall be submitted to the Town in writing for approval, prior to the purchase, use, or fabrication of such items. Subject to the provisions of M.G.L. Ch.30, §.39J, or other applicable statute, approval shall be at the sole discretion of the Town, it shall be in writing to be effective, and the decision of the Town shall be final. The Town may require tests of all materials so submitted to establish quality standards at the vendor's expense. All directions, specifications, and advice by the manufacturer for the proper installation, handling, storage, adjustment, or operation of their equipment shall be complied with and the responsibility for the proper performance shall continue to rest with the vendor. Include a written brochure outlining all features of the product offered whenever possible.

2.13 Minority Business Enterprise Plan Pursuant to M.G.L. c 7, §40N and M.G.L. c. 7, §61, the Supplier Diversity Office ("SDO") (formerly SOMWBA) and the Division of Capital Asset Management ("DCAM") have set revised participation goals for Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") participation for affected state funded building projects and state assisted municipal building projects as defined in the above referenced laws and related Executive Orders, including Executive Orders 524 and 526. Effective January 1, 2012, and until such time as the goals may be revised, the MBE and WBE participation goals for building construction and design awards and expenditures on new projects advertised on or after the effective date will be a combined MBE/WBE goal as follows: 10.4% combined MBE/WBE participation on construction contract awards; and, 17.9% combined MBE/WBE participation on design contract awards. Overall annual designations by awarding authorities, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation, or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal, will not be considered responsive. Where the prime contractor or designer is an SDO certified MBE or WBE, the prime must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime contractor or designer on the project. Proposed participation on construction projects or design projects which consists solely of either an MBE or WBE representing 100% of the overall combined goal will not be considered reasonable participation. The SDO and DCAM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Firms submitting MBE/WBE participation plans which do not provide reasonable participation by both MBE/WBE firms shall be provided an opportunity to revise and resubmit their plans within the time frame set by the awarding authority; however no price adjustments shall be permitted as a result of the revised plan. Firms failing to submit an MBE/WBE participation plan deemed reasonable and accepted by the awarding authority shall not be awarded the contract. Participation by MBE and WBE firms must be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and awarding authorities.

2.14 Right to Know Legislation

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

2.15 Non-Collusion Affidavit

M.G.L., Ch.30, s.39M and/or Ch.30B, s. 10. Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing on the bid or proposal, as follows: the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

2.16 State Taxes Paid

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

2.17 Bid Offers

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

2.18 Unit Price

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

2.19 Insurance

Contractor shall purchase and maintain coverage for Workers' Compensation, Comprehensive General Liability, including products, completed operations, and contractual liability; Automobile Liability to protect their employees and others from bodily injury and damages to property which may arise out of or result from the Contractor's operations under this agreement, whether such operations be the Contractor's, any subcontractor, or anyone directly or indirectly employed by any of them. This insurance shall be in limits specified by Law, or as specified in the specifications. In no case shall the limits be less than \$ 1,000,000 in Bodily Injury and in Property Damages. A certificate of insurance naming the Town of Wareham as Additional Named Insured shall be filed with the Town prior to the commencement of any contract's operations. All policies and certificates shall contain an endorsement requiring at least thirty (30) days written notice, non-renewal or cancellation of coverage to Town of Wareham. Compliance by the Contractor with the insurance requirements shall not relieve the Contractor from liability under the full indemnity provisions contained herein (see 2.11).

2.20 Independent Contractor

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

2.21 Complete Agreement

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

2.22 Assignment / Sub-Contracting

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

2.23 Conflict of Interest

The bidder certifies that no official or employee of the Town of Wareham has a financial interest in this offer or in the contract which the bidder offers to execute or in the expected profit to arise there from, unless there has been compliance with the provisions of M.G.L.,Ch.43, s.27 (Interest in Public

Contracts by Public Employees) and of provisions of M.G.L.,Ch.268A, s.20 (Conflict of Interest Law) and that this offer is made in good faith without fraud or collusion or connection with any other person submitting an offer to the Town of Wareham .

2.24 Termination

The Town of Wareham shall have the Right to terminate this Agreement, if: (A) the Contractor neglects or fails to perform or observe any of its obligations hereunder and cure is not effected by the Contractor within Fifteen (15) Days next following its receipt of a termination notice issued by the Town of Wareham , or, (B) a judgment or decree is entered against the Contractor approving a petition for arrangement, liquidation, dissolution or similar relief relating to any bankruptcy or insolvency and such judgment or decree remains unvacated for Thirty (30) Days; or Immediately, if Contractor shall file a voluntary petition in bankruptcy or any petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief of debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of Contractor's property; or (C) funds are not appropriated or otherwise made available to support continuation of performance in any Fiscal Year succeeding the first year of this Agreement. Town of Wareham shall pay all reasonable and supportable costs incurred prior to termination which payment shall not exceed the value of any services provided. NOTICE: The Town of Wareham may terminate this Contract or any Purchase Order issued hereunder without cause at any time, effective upon the termination date stated in the notice of termination. The Contractor shall cease performance upon the stated termination date. If the Contract or any Purchase Order is terminated under this subsection, the Contractor shall be entitled to be paid for supplies and/or services delivered and accepted prior to the notice of termination. In no event shall the Contractor be entitled to be paid for any supplies or services delivered after the effective date of termination.

2.25 Return of property

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

2.26 Interpretations of Specifications

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

2.27 Information

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

2.28 Price Reduction

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

2.29 Governing Law

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

2.30 Enforceability

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

2.31 Samples

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

2.32 Discrimination

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

2.33 Prevailing Wages

This project is subject to prevailing wage rates as established by the Commonwealth.

(THIS AREA IS LEFT BLANK INTENTIONALLY)

CERTIFICATIONS

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

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

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

2. CERTIFICATE OF NON-COLLUSION: M.G.L. C. 30, s. 39M and/or C. 30B, s.10: Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows: The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

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

4. HEALTH & SAFETY ON PUBLIC CONSTRUCTION PROJECTS OVER \$10,000.00:

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

5. COMPLIANCE:

The undersigned is in compliance with all of the above provisions, and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills in MA as required by Law.

Print Name _____

Circle: Corporation Partnership Individual

Authorized Signature _____

Print Name _____

Title of Person Signing Bid or Proposal _____

Date _____

Company Federal ID # or Social Security # _____

State of Incorporation _____

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

**SECTION 3.0
INVOICING REQUIREMENTS**

3.1 General

Each invoice shall be mailed to the designated billing office at the following address after completion of order:

**Town of Wareham
Water Pollution Control Facility
6 Tony's Lane
Wareham, MA 02571**

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

Name of the business concern, invoice number and invoice date;

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

SECTION 4.0 SCOPE OF SERVICES

PART 4.1 GENERAL

4.1.1 Related Documents

A. The final award of this bid will be contingent upon availability of sufficient funds. The Town reserves the right to award part or all of this contract pending availability of funds.

4.1.2 Site Description

There are 45 wastewater pump station locations and 1 main plant.

4.1.3 SPECS N/A

4.1.4 RELATED WORK

Work in this section consists of maintenance, operation and emergency services for the Wareham Water Pollution Control Facility at locations as listed at the back of this bid.

PART 1 GENERAL

1 .1 Definitions

This is for employment services. As such, the vendor selected for this project shall provide maintenance, operational and emergency services as needed and shall be responsible for complying with the expectations set forth within.

1 .2 Work of this section

This document covers the furnishing labor, delivery of materials, and equipment as needed to complete the scope of services under 2.4.

1 .3 Submittals

Submittals must be submitted for approval when replacement of any equipment is necessary.

1 .4 Warranties and Guaranties

Any warranty provided for any replacement parts or equipment shall be the custody of the Town Of Wareham Water Pollution Control Facility and the parts or equipment will be operated in accordance with the Manufacturer's Operation and Maintenance Manuals.

All mechanical components shall be warranted free of manufacturing defects for a period of 12 months from substantial completion.

1 .5 Acceptable Manufacturers

The Wareham Water Pollution Control Facility has the right to determine the manufacturer for equipment replacement, if it so chooses.

1 .6 Qualifications

Any bidder will be required to furnish evidence satisfactory to the Wareham Water Pollution Control Facility that he/she has all of the following qualifications:

- Ability, equipment, organization, and financial resources sufficient to enable him/her to provide weekly and emergency wastewater pump station maintenance and operation and complete the work successfully within the time required.
- Experience during the past ten (10) years in the successful maintenance and operations of similar facilities, the magnitude of which shall be not less than one-half (1/2) the work herein specified. In this connection, the attention of the bidder is directed to the bidder's experience form attached, which shall be used in determining the responsibility of the bidder for clarity. The Owner may require additional information whenever, in his judgment, such information is necessary to determine the responsibility of the bidder. An experienced bidder shall be construed to mean that the bidder has a minimum of five (5) individuals within his organization who each have the experience to supervise a job of this nature and magnitude. Their experience shall include previous work in pump station maintenance and operations.
- The contractor shall have a service shop location within thirty (30) miles of the Town of Wareham.
- The contractor shall respond to an alarm call within forty-five (45) minutes of the call, twenty-four (24) hours per day, seven (7) days per week.
- The contractor shall have mechanical, electrical and instrumentation on company staff to perform duties including repairs and maintenance.
- The contractor shall not subcontract. Subcontractors do not qualify under qualifications

1 .7 Experience

- Experience during the past ten (10) years in the successful maintenance and operations of similar facilities.
- Must have a Mass Licensed Electrician.
- Must have in house Pump Repair Technicians.
- Must have in house plumber/Pipe Fitter.
- Must be Confined Space Entry Certified.
- Should have in house Certified Welders.
- Should have in house Carpentry and Fabrication.
- Must have in house Safety Officer and proof of safety training.
- All Craft must be 10 HR OSHA certified to work on site.

PART 2 EXECUTION

2.1 Qualifications

Wareham Water Pollution Control Facility is designated as a Grade 6 Facility by the Massachusetts Department of Environmental Protection (MassDEP). Eligible employees need a minimum of 5 years' experience working in the wastewater field completing maintenance and emergency repairs on pump

stations including but not limited to submersible stations as well as wet/dry and pneumatic stations. Employees must possess electrical abilities and control panel experience. Bidder will be responsible for negligent acts, errors or omissions in performing the services assigned. Assigned employees are required to report to the Director, or his designee, any problems found as soon as possible. In the event the bidder fails, refuses, or neglects to submit any required information in any request or fails to qualify as a responsible bidder, the determination of whether a bidder is responsible shall rest solely with the Town of Wareham.

2.2 General – Service Conditions:

- Location: 45 pumps station locations and 1 Water Pollution Control Facility - Main Plant (location addresses listed at the end of this bid)
- Provide on-site services in accordance with the current U.S. CDC and Town of Wareham requirements regarding PPE and social distancing during the COVID-19 pandemic.

2.3 Bidders Services:

It is understood these services will be provided seven (7) days per week between the hours of 7:00 AM to 3:30 PM. All staff will be available by cell phone to respond to onsite emergencies as requested.

2.4 Scope of Services:

- Perform weekly inspections with Wareham Pump Station technician twice (2) a week at each of the forty-five (45) wastewater pumping stations a minimum of 20 hours per week. A report of all repairs needs to be submitted to the Water Pollution Control Director on a weekly basis by a qualified wastewater technician.
- Perform general maintenance on pumping, valves and safety equipment twice (2) per week by two (2) qualified wastewater mechanical/electrical technicians for those stations requiring two technicians present and all other stations with one (1) technician.
- Systematically inspect and operate all electrical, control and mechanical equipment. Document operator's inspection and maintenance and other aspects of the pump operation that have been evaluated, using an electronic data logging system. Inspections shall include, but are not limited, to the following:
 - a) Interior and exterior of the pump station area
 - b) Electrical panels
 - c) Operation of the electrical system
 - d) Operation of the heating, ventilation and dehumidification systems
 - e) Operation of instrumentation and controls including level controls, alarm functions (local annunciators), call out and telemetry
 - f) Check the operation of the data acquisition/Alarm units for functionality, troubleshooting as necessary.
 - g) Miscellaneous operations including:
 - i. Pump and motors, including seals

- II. Check valves and gate valves
- III. Mechanical piping
- IV. Sump pump
- V. Pressure gauges
- VI. Inspection of wet wells for leaks, floating debris and needs for cleaning – report immediately
- VII. Test alarm functions

- Prepare and submit an electronic report to the Wareham Water Pollution Control Facility summarizing the weekly inspections of the pumping stations. Include recommendations for changes in the operation and/or maintenance practices, followed by the personnel responsible for the pumping station operation. Include recommendations, preliminary cost estimates for equipment, and pump station system upgrades as required. All capital items to be purchase by and at the sole discretion of the owner. The report shall be due within one week of the inspection. This report shall be submitted electronically to the Director of the Wareham Water Pollution Control facility.
- Maintain and service pumping equipment following manufacturer recommendations and requirements.
- Maintenance shall include, but is not limited to, lubrication, exercise and testing of pumping equipment and controls.
- Organize and conduct a preventive maintenance program at the pumping stations that will include:
 - a) Control and instrumentation inspection of relay, contact, and pressure sensing Equipment involved with the controls and instrumentation and mechanical valve equipment.
 - b) Inspection of electric motors and service equipment within the station. Motors will be checked for amperage draw and connections.
- Once per year contract term (36 months) calibrate and test the flow metering devices at each sewer pump station if applicable.
- Provide 24-hour on-call service for the pumping stations on an as requested basis. All repair maintenance, if necessary, will be performed according to the schedule of fees in the bid. Costs shall not exceed \$50,000.00_per year without written permission from the Wareham Water Pollution Control Facility Director and a change order agreed to by both parties.

2.2 Contractual Services:

This Agreement is for a period of 3 years following the date of award. The Town reserves the right to review and terminate this agreement annually at its sole discretion following this award.

Locations:

Main plant – 6 Tonys Lane

Two Man Stations

Bay St	North Blvd
Cohasset Narrows – Cranberry Hwy	Onset Pier
Depot St	Pinehurst
Dick’s Pond – Cranberry Hwy	Ruggles
East Blvd	Smith Ave
Green St	South Blvd
Hynes Field	South Water St
Kendrick Rd	Springborne
Kennedy Lane	Thacher Lane
Minot Ave	Woodbury St
Nanumett St	
Narrows Bridge	

One Man Stations

Apple St	Lopes Field
Arnold St	Mattapoisett Rd
Avenue A	Oak St
Briarwood Dr	Old Salt Works Rd
Canedy St	Oneset Heights
Cromesett Rd	Parkwood Dr
Hathaway St	Peter Cooper Dr
Indian Neck Rd	Riverside Dr
Jefferson Shores	Terry Lane
Leonard St	Elm St
Linwood Ave	

**THIS LIST SUBJECT TO CHANGE BY OWNER –
YOU WILL BE NOTIFIED OF ANY CHANGES**

SECTION 5.0

PRICING

The undersigned proposes to supply and deliver the services specified below in full accordance with the Contract Documents supplied by the Town of Wareham entitled:

**Weekly Pump Station Inspections
On-Call Emergency Services**

The Bidder proposes to furnish and deliver the services specified at the following prices. Pricing to be listed for each type of classification (Operator, Electrician, etc). Multiple pages are allowed to separate the classifications

CLIN	Description	Qty	Unit	Unit Price	Total Amount
001	Hourly Rate Daily Rate				
002	After Hours Rate (after 4PM) for On-Call Emergency services				
003	Holiday Rate				

SEE FOLLOWING PAGE FOR REQUIRED SIGNATURE OR PRICING

NAME OF COMPANY/ INDIVIDUAL:

ADDRESS:

CITY/STATE/ZIP: _____

TELEPHONE/FAX/EMAIL:

SIGNATURE OF AUTHORIZED INDIVIDUAL:

ACKNOWLEDGEMENT OF ADDENDUMS:

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

SECTION 6.0 FORMS

6.1 Required Submissions

6.1.1 Certificate of Authority

6.1.2 Statement of Compliance

6.1.3 Insurance Certificate (Post Award)

APPENDIX A

PAST PERFORMANCE / REFERENCE SHEET

(From the requirements of Contractor's Responsibility)

The Town requires that the Contractor demonstrate experience providing similar services in size, scope and completely for a minimum of three (3) projects. Three (3) references shall be provided for past performance.

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

Past Performance/Reference Title:

Period of Performance	
Contract \$ Value	
Contractual POC Names & Titles	
Telephone numbers	
Email address	
Detailed summary of services provided	

APPENDIX B
SITE PHOTOS

APPENDIX C
PREVAILING WAGES

FORM FOR GENERAL BID

To the Awarding Authority:

A. The Undersigned proposes to furnish all labor and materials required for _____ (project) in Wareham, Massachusetts, in accordance with the accompanying plans and specifications prepared by _____ (name or architect or engineer) for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered _____.

C. The proposed contract total price is _____ dollars (\$ _____). OR
 Priced Individually, Each baffler is \$ _____;
 (Repeat preceding line for each alternate)

D. The subdivision of the proposed contract price is as follows:

Item 1. The work of the general contractor, being all work other than that covered by Item 2.
 \$ _____

Item 2. Sub-bids as follows: --

Sub-trade	Name of Sub-bidder	Amount	Bonds required, indicated by "Yes" or "No"
_____	<u>N/A</u>	\$ _____	_____
_____	<u>N/A</u>	\$ _____	_____
	Total of Item 2.	\$ _____	

The undersigned agrees that each of the above named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

The undersigned agrees that if he is selected as general contractor, he will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

FORM FOR GENERAL BID – PAGE 2

E. The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; 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 that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made with collusion or fraud with any other person. As used in this subsection the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule of regulation promulgated thereunder.

Date _____

(Name of Sub- Bidder)

By _____
(Title and Name of Person Signing Bid)

(Business Address)

(City and State)

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2022, by and between the party of the first part, the Town of Wareham, hereinafter called "OWNER," acting herein through its Town Authority and the party of the second part, _____ doing business as * (an individual) (a partnership) (a joint venture) (a corporation) located in the (City/ Town) of County, and State of hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows: , hereinafter called the Project, for the sum of _____ Dollars (\$ _____) and all extra work in connection therewith, under the terms as stated in the Bid Documents; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in GENERAL BID, including all maps, plates, blue prints, and the specifications and plans , as prepared by the Owner.

CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the OWNER.

The CONTRACTOR further agrees to fully complete the project within consecutive calendar days of the date of the notice to proceed, but in no event later than _____

The CONTRACTOR further agrees to pay as liquidated damages the sum of \$ _____ for each consecutive calendar day thereafter as provided in the Liquidated Damages Paragraph of Section of GENERAL CONDITIONS.

The CONTRACTOR agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in GENERAL CONDITIONS, and to make payments on account thereof as provided in the GENERAL CONDITIONS.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first above.

AGREED:

Town of Wareham, Massachusetts

Contractor

Derek D. Sullivan,
Town Administrator

name

Approved As to Form:

Town Counsel

Certified as to the Availability of Funds:

Town Accountant

SAMPLE

CERTIFICATE OF VOTE

(to be filed if Contractor is a Corporation)

_____, hereby certify that I am the duly qualified and
(Secretary of the Corporation)

Acting Secretary of _____ and I further certify that a meeting of the Directors
(Name of Corporation)

of said Company, duly called and held on _____ at which all Directors were
present (Date of Meeting) and voting, the following
vote was unanimously passed:

VOTED: To authorize and empower

SAMPLE

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By:

(Secretary of Corporation)

A True Copy:

Attest:

_____ (Notary Public)

My Commission Expires: _____
(Date)

CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this statement of qualifications 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)

(Name of person signing qualifications)

(Name of Business)

ATTESTATION REGARDING FILING OF TAX RETURNS

TO: Guy Campinha, Director of Water Pollution Control Facility
6 Tony’s Lane, Wareham, MA 02571

Pursuant to M.G.L., c. 62C § 49A, I certify under the penalties of perjury that the undersigned respondent, to the best of his/her knowledge and belief, has filed all state tax returns and paid all state taxes required under law.

Social Security Number or
Federal Identification Number

Signature of Individual or Office

Date

Name of Corporation