

SOLICITATION FOR:

PUMP STATION GENERATORS

COHASSET NARROWS, KENDRICK RD. AND RUGGLES ST.

#17-IFB-001



WAREHAM, MASSACHUSETTS

RELEASED:  
**December 19, 2016**

DUE BY:  
**January 9, 2017**

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

## 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.
- 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:
  - a. Signed Terms, Conditions and Certifications
  - b. Completed Bid Pricing Page
  - 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 **January 9, 2017@ 11:00 AM** to Town of Wareham Water Pollution Control Facility. **Three (3) copies** of the response must be submitted; one **original**, one **copy** and one **electronic** copy. 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: 1) if the Bidder is an individual, by her/him personally; 2) general partner; and 3) 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 (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

#### 1.2.4 Bonding Requirements

- 5% Bid Bond
- 100% Performance and Payment Bonds (Required for Awarded Contractor Only) provided within 10 business days of award notice.
- Bonds to be provided from a surety company qualified to do business under the Laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount stated.

#### 1.2.5 Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. **Addenda will be posted on the town's website.** 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 responsibility of the vendor to monitor the Town's website for addenda. The web address is: [www.wareham.ma.us](http://www.wareham.ma.us)**

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

A 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 **2:00 p.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 delivery, the cost of fuel, the cost of labor and all other charges related to the products or services listed. Prices are to remain fixed for the contract period of performance.

#### **1.2.12 Estimated Quantities**

The Town of Wareham has provided estimated quantities 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 11:00AM on January 6, 2017**. Questions may be delivered, mailed, faxed to 508-291-0155, or e-mailed to [gcampinha@wareham.ma.us](mailto:gcampinha@wareham.ma.us). Written responses will be mailed or faxed to all bidders on record as having picked up the IFB. 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**

**A mandatory** pre-bid site visit for this project held at the each pump station location: Cohasset Narrows, Kendrick Rd. and Ruggles St. The pre-bid site visit will be on **January 4, 2017 beginning @ 11:00 AM**.

#### **1.5 Rules for Award**

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

## **SECTION 2.0 GENERAL TERMS, CONDITIONS, 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 not submitted in duplicate may be rejected. 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 should be submitted before the first day of the in which payment is to be made to insure payment by twentieth day of that month, except where the allowance for a discount differs from the above.

Contractor agrees to submit bills and delivery slips to the Town Department in sufficient time for such discounts to be taken advantage of by the Town and, in any event, shall not be less than ten (10) days from the submission to the Department of such bills and delivery slips. Time in connection with a discount offered will be computed from the date of delivery to the Town, as specified on the order or from the date a correct invoice is received by the using agency of the Town, if the latter date is later than the date of delivery.

### **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 bidder 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 bidder 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. All applicable statutes are deemed to be included as if fully set out herein.

### **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 Deleted**

### **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 MBEI/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 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.

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## 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 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 WORK (SOW)

### 4.1 General

The work to be performed under this contract consists of furnishing labor, materials, and equipment for removal and replacement of generators at pump stations. Scope includes: removal, disposal of existing generators according to standards and compliance, replacing generator units in accordance with specifications of the IFB, removal, disposal of existing transfer switches and replacing transfer switches in accordance with specification of the IFB. DCAMM certification **is required** as we estimate this project over 100k. This project will not commence until a "Letter to Proceed" has been received by the Contractor from the Town of Wareham. 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.

### 4.2 Site Description

The property locations are:

1. Cohasset Narrows – 3254 Cranberry Hwy, Assessors Map 6, Lot 1001
2. Kendrick Road – 14 Kendrick Rd, Assessors Map 108, Lot 1006P
3. Ruggles Street – 7 Ruggles St., Assessors Map 50C, Lot D5

The structure areas are known as Pump Stations and are easily accessible via pavement driveway.

### **4.3 Project Specifications**

The following specifications must be met for the successful completion of the contract. The contractor must consider these specifications when bidding. The bid price should include costs for all the specifications listed below. No additional costs will be considered.

#### **4.3.1 Permits**

All applicable permits and compliance with regulations are the responsibility of the Contractor. The Contractor is responsible for securing all permits and providing copies to the Town's Project Manager before commencement of work.

#### **4.3.2 Structure Demolition and Disposal**

The entirety of the existing generators, including fuel systems, and transfer switches are to be removed from the site and properly disposed. A proposed waste facility will be submitted to the Project Manager prior to commencement of work.

#### **4.3.3 Site Condition during Work**

The construction site will be kept neat and secured each day. Equipment security is the responsibility of the Contractor. Equipment may be stored at the site, but may not obstruct any roads or paths. The site will be free of trash and be kept in an orderly fashion.

#### **4.3.4 Best Management Practices**

The Contractor shall employ best management practices for construction sites to reduce erosion and maintain a clean and safe site.

#### **4.3.5 Health and Safety**

The Contractor will be responsible for ensuring the health and safety of employees and subcontractors. Work will be conducted in a safe and responsible manner and in compliance with all applicable health and safety laws and regulations.

#### **4.3.6 Hazardous Materials**

The contractor will be responsible for disposal of any and all hazardous materials in accordance with federal, state and local regulations and ordinances.

#### **4.3.7 Contract Completion**

The contract will be considered complete when:

- The site is clean of all debris
- All paperwork indicating disposal of materials has been turned in to the Project Manager.
- All permits have been signed off as complete by the managing authorities
- All items on punch list have been completed
- All invoices have been submitted

### **4.4 Period of Performance**

The contract period shall be for a period **ninety (90)** days, however substantial completion is anticipated to take no more than **thirty (30)** days from notice to proceed.

### **4.5 Description**

- A. This section specifies generators for Cohasset Narrows, Kendrick Rd. and Ruggles St. sewer pump stations
- B. Definitions
  1. Energy Efficiency Ratio (EER)
  2. Where such equipment is provided in more than one assembly the separated assemblies are to be designed to be used together and the requirement of the rating are based upon use of matched assemblies

#### **4.5.1 RELATED WORK**

A. Not used.

#### **4.5.2 QUALITY ASSURANCE**

A. N/A

#### **4.5.3 WARRANTY**

- A. The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to those requirements may be considered defective. The Contractor's warrant excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality or materials and equipment.
- B. Warranties required by the Contract Documents shall commence on the date of Final Acceptance of the Work.

#### **4.5.4 SUBMITTALS**

- A. The following shall be submitted for review and approval:
1. Manufacturer's literature and data:
    - Sufficient information, including capacities, pressure drops and piping connections clearing presented, shall be included to determine compliance with specifications for units noted below:
      - a. generators
      - b. automatic transfer switch
    - Unit Dimensions required clearances, operating weights accessories and start-up instructions.
    - Electrical requirements, wiring diagrams, interlocking and control wiring showing factory installed and portions to be field installed.
    - Mounting to meet all federal, state and local regulations and codes.
  2. Certification: Submit proof of specified:
    - DCAM certification
      - Electrical certification
      - All certifications necessary in accordance with the specifications of the IFB.
  3. Performance Rating: Submit catalog selection data showing equipment ratings and compliance with, energy efficiency ratio (EER) and coefficient of performance (COP).
  4. Operating and Maintenance Manual: Submit three copies of Operating and Maintenance manual to Engineer three weeks prior to final inspection.
  5. Warranty: Submit warranty information (cards) to the Owner 2 weeks prior to Final Acceptance.

#### **4.5.5 APPLICABLE PUBLICATIONS**

A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.

1. American National Standards Institute (ANSI):  
S12.51-02 (R2007). . . . .Acoustics – Determination of Sound Power Levels of Noise Sources Using Sound Pressure – Precision Method for Reverberation Rooms (same as ISO 3741:1999)
  
2. National Electrical Manufacturer’s Association (NEMA):  
  
MG 1-09 (R2010) . . . . . Motors and Generators (ANSI)  
  
ICS 1-00 (R2005, R2008). . . . .Industrial Controls and Systems: General Requirements

#### **4.5.6 PRODUCTS**

#### **4.5.7 GENERATORS AND TRANSFER SWITCHES**

##### **1. Cohasset Narrows Pump Station**

Quantity 1 - 9.0 5.4 6.8 GAS 5C 5 YR P/L/T

Quantity 1 – Generac, or equal, Industrial gaseous engine-driven generator, 9.0L V-8 engine, consisting of the following features and accessories:

- 80 KW Rating, wired for 277/480 VAC three phase, 60 Hz
- Stationary Emergency-Standby rated
- Permanent Magnet Excitation
- No Enclosure (open-set)
- UL2200
- EPA Certified
- Ultra low Emissions
- H-100 Control Panel
  - Meets NFPA 99 and 110 requirements
  - Temp Range -40 to 70 degrees C
  - Digital Microprocessor:
    - Two 4-line x 20 displays, full system status
    - 3 Phase sensing, +/-0.25% digital voltage regulation
    - RS232, RS485 and Canbus remote ports
    - Waterproof connections
    - All engine sensors are 4-20ma for minimal interference
    - Programmable I/O
    - Built-in PLC for special applications
  - Engine function monitoring and control:
    - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
    - Isochronous Governor, +/-0.25% frequency regulation

- Full system status on all AC output and engine function parameters
  - Service reminders, trending, fault history (alarm log)
  - I2T function for full generator protection
  - Selectable low-speed exercise
- HTS transfer switch function monitoring and control
- 2-wire start controls for any 2-wire transfer switch
- Natural Gas fuel system
- Standard MLCB, 80% rated thermal-magnetic
  - 150 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Coolant Heater, 1500W, 120VAC
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Engine Run Relay
- Flex Fuel Line
- Critical Muffler - Ship Loose
- 5-Year Comprehensive Warranty
- SG0080KG188.0N18HPNLC

Quantity 1 - GTS Series Automatic Transfer Switch consisting of the following features and accessories:

- 400 Amp, 3 Pole, 277/480 VAC three phase, 60 Hz, with 2-Wire Start Circuit
  - Utility Voltage Sensing Controls:
    - Adjustable Drop-out and Pick-up
    - Adjustable Utility Interrupt Delay
  - Adjustable Logic Controls:
    - Minimum Standby Voltage
    - Minimum Standby Frequency
    - Engine Warmup
    - Inphase Monitor
    - Time Delay Neutral
    - Return to Utility
    - Engine Cooldown
    - Transfer on Exercise
- Signal Before Transfer contacts
- Double set of Auxiliary Contacts
- UL 1008 Listed, CSA Certified
- NEMA 1 Enclosure
- Std set of 3 Manuals
- 2-Year Basic Warranty
- GTS040W-3K2LDNAY

Quantity 1 - Freight

Quantity 1 - Start-up



Quantity 1 - 1 year Semi-annual Maintenance contract

## 2. Kendrick Rd. Pump Station

Quantity 1 – Generac, or equal, QT Series generator set

- 25kW engine-driven standby generator:
- UL2200 listed
- digital control system including isochronous governor system and V/F voltage regulation
- selectable low-speed weekly exercise function
- 2.4 liter liquid-cooled naturally aspirated engine
- alternator configured for 120/208 vac 3 phase 4-wire 60 Hz output
- natural gas fuel system with customer connection fitting external to the genset base frame
- weather protective sound attenuating steel enclosure with electrostatically-applied and baked powder coat finish
- factory installed critical-grade exhaust system
- QTA Series option package including factory-installed 10 amp battery charger and coolant heater for compliance with applicable NFPA standards

Quantity 1 - GTS Series Automatic Transfer Switch consisting of the following features and accessories:

- 100 Amp, 3 Pole, 120/208 VAC three phase, 60 Hz, with 2-Wire Start Circuit
  - Utility Voltage Sensing Controls:
    - Adjustable Drop-out and Pick-up
    - Adjustable Utility Interrupt Delay
  - Adjustable Logic Controls:
    - Minimum Standby Voltage
    - Minimum Standby Frequency
    - Engine Warmup
    - Inphase Monitor
    - Time Delay Neutral
    - Return to Utility
    - Engine Cooldown
    - Transfer on Exercise
- Signal Before Transfer contacts
- UL 1008 Listed, CSA Certified
- CHICAGO CODE
- NEMA 3R Enclosure
- Std set of 3 Manuals
- 2-Year Basic Warranty
- GTS010W-3G2LDNCN

Quantity 1 - Start-up

Quantity 1 - Freight

Quantity 1 - 1 Year semi-annual Maintenance Contract

### 3. Ruggles St. Pump Station

Quantity 1 - 2.4 3.4 DSL 5C -5 YR P/L/T

Quantity 1 – Generac, or equal, Industrial diesel engine-driven generator set with turbocharged 4-cylinder 3.4L engine, consisting of the following features and accessories:

- 50 kW Rating, wired for 120/208 VAC three phase, 60 Hz
- Stationary Emergency-Standby rated
- Permanent Magnet Excitation
- No Enclosure (open-set)
- UL2200
- EPA Certified
- SCAQMD
- H-100 Control Panel
  - Meets NFPA 99 and 110 requirements
  - Temp Range -40 to 70 degrees C
  - Digital Microprocessor:
    - Two 4-line x 20 displays, full system status
    - 3 Phase sensing, +/-0.25% digital voltage regulation
    - RS232, RS485 and Canbus remote ports
    - Waterproof connections
    - All engine sensors are 4-20ma for minimal interference
    - Programmable I/O
    - Built-in PLC for special applications
  - Engine function monitoring and control:
    - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
    - Isochronous Governor, +/-0.25% frequency regulation
    - Full system status on all AC output and engine function parameters
    - Service reminders, trending, fault history (alarm log)
    - I2T function for full generator protection
    - Selectable low-speed exercise
  - HTS transfer switch function monitoring and control
  - 2-wire start controls for any 2-wire transfer switch
- Standard MLCB, 80% rated thermal-magnetic
  - 200 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Coolant Heater, 1500W, 120VAC
- 36" 211 Gallon Double-Wall UL142 Basetank
  - Mechanical fuel level indicator gauge
  - Electronic fuel level sender
  - Emergency Vent
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- Engine Run Relay
- Critical Muffler - Ship Loose

- 5-Year Comprehensive Warranty
- SD0050GG163.4D18HPNL3

Quantity 1 - GTS Series Automatic Transfer Switch consisting of the following features and accessories:

- 300 Amp, 3 Pole, 120/208 VAC three phase, 60 Hz, with 2-Wire Start Circuit
  - Utility Voltage Sensing Controls:
    - Adjustable Drop-out and Pick-up
    - Adjustable Utility Interrupt Delay
  - Adjustable Logic Controls:
    - Minimum Standby Voltage
    - Minimum Standby Frequency
    - Engine Warmup
    - Inphase Monitor
    - Time Delay Neutral
    - Return to Utility
    - Engine Cooldown
    - Transfer on Exercise
- Signal Before Transfer contacts
- Double set of Auxiliary Contacts
- UL 1008 Listed, CSA Certified
- NEMA 1 Enclosure
- Std set of 3 Manuals
- 2-Year Basic Warranty
- GTS030W-3G2LDNAY

Quantity 1 - Start-up

Quantity 1 - Freight

Quantity 1 - 1 year semi-annual Maintenance Contract

#### **4.5.8 EXECUTION**

#### **4.5.9 INSTALLATION**

- Coordination with Electrical Contractor for proper installation.
- All electrical connections per federal, state and local regulations and codes.
- Hours of work shall be regular business hours from 7:30 a.m. to 4:00 p.m. – Sundays through Saturdays

#### **4.5.10 CONNECTIONS**

- Generator must be able to run all sewerage pumps in each pump station as specified in the IFB.
- Generator must be able to run all existing electric power equipment, outlets, and electric circuitry.

#### **4.5.11 FIELD QUALITY CONTROL**

- A. Perform tests and inspections and prepare test reports.
- B. Tests and Inspections: After installing units and after electrical circuitry has been energized, test units for compliance with requirements. Inspect for and remove shipping bolts, blocks and tie-down straps. After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment. Remove and replace malfunctioning units and retest as specified above.

#### **4.5.12 INSTRUCTIONS**

Provide services of manufacturer's technical representative for four hours to instruct Wareham staff in the operation and maintenance of units.

#### **4.5.13 STARTUP AND TESTING**

Coordinate the startup and contractor testing schedule with the Owner and Engineer. Provide a minimum of seven (7) days prior notice.

#### **4.5.14 WARRANTY**

If, within one year after the date of Final Acceptance of the Work or designated portion thereof or after the date of commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contract and to make a claim for breach of warranty.

**SECTION 5.0  
PRICING**

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

**REMOVE, DISPOSE AND REPLACE  
GENERATOR AND TRANSFER SWITCH UNITS**

The Bidder proposes to furnish and deliver the services specified at the following prices. Pricing is firm fixed price (FFP):

**SEE APPENDIX D**-each pump station has its own pricing chart

CLIN	Description	Qty	Unit	Unit Price	Total Amount
001	Remove and disposal of existing generator units in accordance with specifications contained therein in the IFB.	3	EA		
	Replace and install generator units in accordance with specifications contained therein in the IFB	3	EA		
002	Removal and disposal of existing transfer switch in accordance with specifications contained therein in the IFB.	3	EA		
	Replace and install automatic transfer switch units in accordance with specifications contained therein in the IFB	3	EA		
	Firm Fixed Price (FFP)				
	FOB: Destination				

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)
- 6.1.4** Form for General Bid
- 6.1.5** Form for Sub-Bid (if necessary)

**APPENDIX A  
PAST PERFORMANCE / REFERENCE SHEET**

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:**

<b>Period of Performance</b>	
<b>Contract \$ Value</b>	
<b>Technical &amp; Contractual POC Names &amp; Titles</b>	
<b>Telephone numbers</b>	
<b>Email address</b>	
<b>Detailed summary of services provided</b>	



**APPENDIX B  
SITE PHOTOS  
(if applicable)**

**APPENDIX C  
PREVAILING WAGES**

**APPENDIX D**

**PRICING SHEETS (3)**

**PRICING**

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

**REMOVE, DISPOSE AND REPLACE  
GENERATOR AND TRANSFER SWITCH UNITS**

The Bidder proposes to furnish and deliver the services specified at the following prices. Pricing is firm fixed price (FFP):

**Cohasset Narrows**

<b>CLIN</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Amount</b>
001	Remove and disposal of existing generator units in accordance with specifications contained therein in the IFB.	1	EA		
	Replace and install generator units in accordance with specifications contained therein in the IFB	1	EA		
002	Removal and disposal of existing transfer switch in accordance with specifications contained therein in the IFB.	1	EA		
	Replace and install automatic transfer switch units in accordance with specifications contained therein in the IFB	1	EA		
	Firm Fixed Price (FFP)				
	FOB: Destination				

**PRICING**

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

**REMOVE, DISPOSE AND REPLACE  
GENERATOR AND TRANSFER SWITCH UNITS**

The Bidder proposes to furnish and deliver the services specified at the following prices. Pricing is firm fixed price (FFP):

**Kendrick Rd.**

CLIN	Description	Qty	Unit	Unit Price	Total Amount
001	Remove and disposal of existing generator units in accordance with specifications contained therein in the IFB.	1	EA		
	Replace and install generator units in accordance with specifications contained therein in the IFB	1	EA		
002	Removal and disposal of existing transfer switch in accordance with specifications contained therein in the IFB.	1	EA		
	Replace and install automatic transfer switch units in accordance with specifications contained therein in the IFB	1	EA		
	Firm Fixed Price (FFP)				
	FOB: Destination				

**PRICING**

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

**REMOVE, DISPOSE AND REPLACE  
GENERATOR AND TRANSFER SWITCH UNITS**

The Bidder proposes to furnish and deliver the services specified at the following prices. Pricing is firm fixed price (FFP):

**Ruggles St.**

CLIN	Description	Qty	Unit	Unit Price	Total Amount
001	Remove and disposal of existing generator units in accordance with specifications contained therein in the IFB.	1	EA		
	Replace and install generator units in accordance with specifications contained therein in the IFB	1	EA		
002	Removal and disposal of existing transfer switch in accordance with specifications contained therein in the IFB.	1	EA		
	Replace and install automatic transfer switch units in accordance with specifications contained therein in the IFB	1	EA		
	Firm Fixed Price (FFP)				
	FOB: Destination				

AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2017, 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 the request for proposal, invitation to bid, GENERAL BID, including but not limited to 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 **not as a penalty** but as liquidated damages the sum of \$500.00 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 three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

\_\_\_\_\_  
Derek D. Sullivan                      Date  
Town Administrator

\_\_\_\_\_  
Contractor                                      Date

Approved As To Form:

\_\_\_\_\_  
Town Counsel

Certified as to the Availability of Funds:

\_\_\_\_\_  
Judith Lauzon  
Town Accountant                      Date

Account #: \_\_\_\_\_

## 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 price is \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

For alternate No, \_\_\_\_\_ Add \$ \_\_\_\_\_; Subtract \$ \_\_\_\_\_

(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"
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
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.

- 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 General Bidder)

By \_\_\_\_\_  
(Title and Name of Person Signing Bid)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

**FORM FOR SUB-BID (If Applicable)**

To all General Bidders Except those Excluded:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described plans, specifications and addenda, all the work specified in Section No, \_\_\_\_\_ of the specifications and in any plans specified in such section, prepared by \_\_\_\_\_ (name of architect or engineer) for \_\_\_\_\_ (project) in Wareham, Massachusetts, for the contract sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_).

For alternate No, \_\_\_\_\_ Add \$ \_\_\_\_\_; Subtract \$ \_\_\_\_\_

(Repeat preceding line for each alternate)

- B. This sub-bid includes addenda numbered \_\_\_\_\_.

- C. This sub-bid

may be used by any general bidder except:

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

may only be used by the following general bidders:

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

[To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer C if no general bidders are excluded.]

- D. The undersigned agrees that, if is selected as a sub-bidder, he will within 5 days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as the general contractor, execute with such general bidder a subcontract in accordance with terms of this sub-bid, and contingent upon the execution of the general contract, and, if requested so to do in the general bid by the general bidder, who shall pay the premiums therefor, or if prequalification is required pursuant to section 44D ¾, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.
- E. The names all persons, firms, and corporations furnishing to the undersigned labor or labor and materials for the class or classes of part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including

the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereto and the bid price for such class of work or part thereof are:

Name	Class of Work	Bid price
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Do Not give bid price for any class or part thereof furnished by undersigned.]

- F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on the hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the general contractor by the terms of the hereinbefore described plans, specifications, including all general conditions stated therein, and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner.
- H. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications: -

1. Have been in business under present business name \_\_\_\_\_ years.

2. Ever failed to complete any work awarded? \_\_\_\_\_.

3. List one or more recent buildings with names of the general contractor and architect on which you served as a sub-contractor for work of similar character as required for the above-named building.

Building	Architect	General Contractor	Amount of Contract
(a) _____	_____	_____	_____
(b) _____	_____	_____	_____
(c) _____	_____	_____	_____

4. Bank reference \_\_\_\_\_

**FORM FOR SUB-BID – PAGE 3**

1. 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 of 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 of subcontracts subject to section forty-four F.
2. The undersigned further certifies under the penalties of perjury that this sub-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 \_\_\_\_\_  
(Name of Person Signing Bid and Title)

CERTIFICATE OF VOTE

(to be filed if Contractor is a Corporation)

I, \_\_\_\_\_, 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

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

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)