

SOLICITATION FOR:
COMPREHENSIVE SERVICE PLAN
FOR SUPPORT OF
SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)

#



WAREHAM, MASSACHUSETTS

RELEASED:
May 25, 2020

DUE BY:
June 12, 2020

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 the 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 12, 2020 @ 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:

- (a) If the Bidder is an individual, by her/him personal
- (b) A general partner
- (c) 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.)

Bonding Requirements.

1. 5% Bid Bond
2. 100% Performance and Payment Bonds (Required for Awarded Contractor Only) provided within 10 business days of award notice.
3. 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

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:

- (a) The Supplies sold are merchantable
- (b) They are fit for the purpose for which they are being purchased
- (c) They are absent any latent defects
- (d) 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 April 7, 2020.

Questions may be delivered, mailed, faxed to 508-291-0155, or emailed to 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 visits for this project to held at the Water Pollution Control Facility at 6 Tony's Lane, Wareham, MA. The pre-bid site visit will be on April 9, 2020 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.

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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 month 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 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 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 the Contract.

2.10 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.

2.11. 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.

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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 MBW/WBE 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. 11 IF and 454 CMR 21.06. All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to MGL, Ch.11 IF, 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 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, nonrenewal 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 on 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
- (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 the 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 an appointment of any trustee, receiver or liquidation of Contractor's property;
- (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. The 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 bid. 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 the 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, terms or conditions of employment.

2.33 Prevailing Wages.

All contractors and sub-contractors on this project may be 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 service
- 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
- 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 to support the existing Supervisory Control and Data Acquisition System. Scope of work includes service which align with advocating the best interest of the Water Pollution Control Facility (WPCF) for purposes of fulfilling the intent of the service plan as outlined in this document in accordance with specifications. 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 location is the Water Pollution Control Facility, 6 Tony's Lane, Wareham, MA and all other locations deemed necessary, including, but not limited to all pump stations.

4.3 Project Definitions, Requirements and Qualifications.

The following definitions, requirements and qualifications 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:

- **Availability** — The vendor must have personnel available on a 365/24/7 basis to respond as needed that are capable of assessing general service calls as well as emergency situations, both as defined herein, to determine immediate and subsequent resolution(s).

Location — For purposes to better schedule and expedite site visits when providing services, particularly concerning larger projects, it is preferred that the service plan provider have capable personnel based from a location not more than thirty-five miles from the WPCF main office.

- **Contact Information** –At least **TWO** forms of contact information must be available on a 365/24/7 basis, minimally consisting of a portable telephone with voice mail or text capability, and an email account.
- **General Service Calls** — These represent calls or contacts initiated by WPCF personnel, via the contact information provided, regarding non-emergency situations.
- **Emergency Situation** —An emergency situation is an occurrence, directly associated with the installed WPCF SCADA related systems as defined herein, that does not allow the WPCF to operate safely or within the permitted levels of operation.
- **Emergency Response** –Unless mutually agreed to otherwise, on a case-by-case basis, a site visit to the WPCF main office by a qualified and capable service technician is expected to occur within two hours of being contacted for purposes of responding to the occurrence of an emergency situation as defined herein.

- **SCADA Systems** — The Water Pollution Control Facility’s SCADA related systems encompasses all software and hardware components, devices, process instrumentation, and other systems directly associated and connected for transmitting signals, data , operational controls features, and functionality that provide a means for operations personnel to monitor and control the WPCF equipment. The SCADA systems do not include plant equipment, chemical systems, apparatus’, mechanical devices, associated hardware and software installed to perform the normal basic administrative or physical operations and overall intent of the Water Pollution Control Facility in its entirety,

Following represents a list of, but not limited to, SCADA related systems and components to be supported or potentially provided when requested:

- Personal Computer Systems (PC(s)) hardware and software, which includes all integrated and additionally necessary installed components, connected printers, Graphical User Interface (or GUI) display screens and automated alarms dial-out and reports generating software applications.
- Programmable Logic Controllers (or PLC(s)) and related programs and connected assemblies and supporting devices.
- Radio and antenna systems and their connected components and path study to obtain an FCC license.
- Communications networks and associated components connecting the SCADA system PCs, PLCs, printers, etc.
- Operator Interface Terminals (OIT(s)) and related programs and connected assemblies and supporting devices.
- General process monitoring/sensing instrumentation devices and displays and supporting components connected to the PLCS and controls systems, such as level and pressure sensors and transmitters.
- Variable Frequency Drives (VFD(s)) connected to the PLCs for controlling various motors.

- Uninterruptible Power Supplies (UP(S)) used for electrical protection of the installed SCADA systems.
- Hard-wired controls enclosure assemblies and their included components such as transformers, power supplies, fuses, circuit breakers, indicator lights, push-buttons, selector switches, audible devices, etc.

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 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.

4.4 Period of Performance.

The contract period shall be for a period of three (3) years, from notice to proceed.

4.5 Description.

4.5.1 Related Work.

4.5.2 Quality Assurance.

4.5.3 Warranty.

- A. The Contractor warrants to the Owner 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 of 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.

4.5.5 Applicable Publications.

4.5.6 Products.

4.5.7 Execution.

4.5.8 Installation.

4.5.9 Connections.

4.5.10 Field Quality Control.

4.5.11 Instructions.

4.5.12 Start-up and Testing.

4.5.13 **Warranty.**

All services rendered must be backed by the following minimum warranty requirements and presented as part of an addendum the service plan being requested herein:

- (a) Labor services provided will be warranted for at least one full calendar year from the date rendered, whereas there will be no additional labor charges for purposes of correcting workmanship that did not satisfy the intent of the scope of work agreed to and implemented.
- (b) Materials specifically provided by the service plan provider of this contract will be covered by the manufacturers' standard warranty. General administrative assistance to correct the manufacturer covered defect(s) will be provided by the service plan provider at no charge.

4.5.14 **Labor.**

When requested and approved, whether for general assistance or consult or as direct services, all labor necessary to satisfy the intent of the scope of work requested will be provided and charged based on the guaranteed hourly contract rates agreed to and presented as part of an addendum to the service plan being requested herein. A reasonable minimum charge may be considered. Vendor to provide rate sheet as part of the bid package.

Scheduling and performance of work and site access will be coordinated with assigned WPCF personnel on an as-needed basis.

4.5.15 **Materials.**

When requested and approved, materials will be provided at actual cost plus no more than the guaranteed markups agreed to and presented as part of an addendum to the service plan being requested herein. A reasonable minimum charge may be considered. Three quotes must be provided. When practical, to assist the Water Pollution Control Facility with controlling costs of materials, the service plan provider will offer labor services to the WPCF for directly purchasing materials needed. This could include materials recommendations and potential vendors. Scheduling of materials to the site will be coordinated with an assigned WPCF personnel on an as-needed basis.

4.5.16 **Other Charges.**

These are charges incurred but not limited to:

- (a) miscellaneous specialty goods and services,
- (b) potentially outsourced to a third party that may require certain operating licenses to perform,
- (c) being provided as requested or necessary to satisfy the scope of work requested. These services will be charged at actual costs plus no more than the same guaranteed materials markup agreed to and presented as part of an addendum to the service plan being requested herein. A reasonable minimum charge may be considered. Prior to incurring any charges, check with the Water Pollution Control Facility staff for procurement procedures. (See Prevailing Wages).

Travel Time and Vehicle Mileage — All time and vehicle mileage expended commuting and for services provided to satisfy the intent of the scope of work requested can be charged at the agreed rates identified and presented as part of an addendum to the service plan being requested herein. A reasonable minimum charge may be considered.

Qualifications — The service plan provider must comply with the following requirements:

- (a) The vendor must have at least fifteen years of experience that includes project management and technical expertise, preferably related to the municipal water/wastewater industry, but more importantly be capable of satisfying the intent of the scope of work related to this service plan being requested. Resume to be provided.
- (b) Has been offering and actively maintaining SCADA system service plans encompassing the nature and context described herein and intended for purposes of supporting the municipal water/wastewater treatment industry for at least the past ten consecutive years. Provide at least three industry related references and include publicly available literature indicating all services offered.
- (c) Must be qualified to proctor and conduct a course offering Training Contact Hours (or TCHs) currently certified with the MA Division of Licensure as being relevant to the water / wastewater treatment industry. For logistic* reasons, a course is expected to be conducted on site at the WPCF location. Provide proof of proctorship and course certification.

Payments — This section identifies the requirements and terms expected from the service plan provider related to payment for goods and services rendered.

- (a) Invoices must contain at least the information indicated below:

Billing Address:

Water Pollution Control Facility

6 Tony's Lane

Wareham, MA 02571

Attn: Accounts Payable

Prominently display:

- (b) Service providers' company letterhead with complete address and contact information.
- (c) Invoice Number.
- (d) Date of Invoice.
- (e) Purchase Order Number — As provided by the WPCF. If a "Verbal" work order is provided, then indicate as such and include the name of the WPCF personnel it was received from.
- (f) Applicable Department or Job Code — If provided by the WPCF.
- (g) Explanation of services rendered including, for warranty reasons, date materials were purchased or delivered and services were provided or completed.

- (h) Itemization and amounts of the respective charges such as Labor, Materials, Travel, Other, etc.
- (i) Total amount of invoice.
- (j) Payment address.
- (k) Expected terms including the payment period and potential late fees will be identified as part of an addendum made part of the service plan offer to be reviewed by the WPCF.

(THIS IS LEFT BLANK INTENTIONALLY)

**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:

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

CLIN	Description	Qty	Unit	Unit Price	Total Amount
001					
002					

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:

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

APPENDIX B
SITE PHOTOS
(if applicable)

APPENDIX C
PREVAILING WAGES
(if applicable)

AGREEMENT

THIS AGREEMENT, made this day of _____ 2020, 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 (it's 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	Contractor	Date
Town Administrator			

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^{3/4}, 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

(Name of Corporation)

meeting of the Directors 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)