**Town of Dalton, Massachusetts**

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# Invitation for Bids

**for**

**SEWER PUMP STATION**

**GENERATOR REPLACEMENT**

***November 20, 2024***

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**Town of Dalton**

**Invitation for Quotes**

**for**

**Town Garage Roof Improvements**

**I. General Information and Bid Submission Requirements**

The Town of Dalton, Massachusetts seeks quotes under M.G.L. Ch. 30 Sec. 39M for a contract to replace a 30kw three-phase, natural gas sewer pump station generator.

Quotes (called “bids,” below) must be delivered by **2 p.m., December 4, 2024**, to the Town Manager’s Office, Town of Dalton, 462 Main Street, Dalton, MA 01226.

If, at the time of the deadline, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the deadline will be postponed until 3:00 p.m. on Thursday, December 5.

The contract will be awarded within thirty (30) days after the deadline. The time for award may be extended for up to 45 additional days by mutual agreement between the Town and the apparent lowest responsive and responsible bidder.

If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed or e-mailed to all bidders on record as having received the IFB. To ensure receipt of any addenda, please contact thutcheson@dalton-ma.gov.

Questions concerning this invitation for bids must be submitted in writing (including e-mail) to: Town Manager/CPO, 462 Main St., Dalton, MA 01226 (thutcheson@dalton-ma.gov) before 3:00 p.m. on **Wednesday, November 27, 2024**. Questions must be written and may be hand-delivered, mailed, or e-mailed. Written responses will be mailed or e-mailed to all potential bidders on record as having picked up the IFB.

A bidder may correct, modify, or withdraw a bid by written notice received by the Town prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.\_\_." Each modification must be numbered in sequence, and must reference theoriginal IFB.

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.

There will be no pre-bid conference. Prospective bidders may contact the DPW at 413-684-6115 to schedule a **site visit** to take place no later than **11 a.m., Wednesday,** **November 27**. Answers to questions will be e-mailed to all potential bidders on record as having picked up the IFB. If you expect to bid, e-mail thutcheson@dalton-ma.gov.

The Town may cancel this IFB, 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.

All bid prices submitted in response to this IFB must remain firm for forty-five (45) days following the bid opening.

Bidders must submit 2 paper copies of their bid, marked “Town Garage Roof Improvements”.

The bid must include a non-collusion form, tax compliance certificate, bid pricing sheet, and reference form (please see below for the forms).

The bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each 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 the corporate seal affixed.

**Workers must be OSHA 10 trained.**

**There is a payment bond required for 50% of the value of the total quote.**

**There are no filed sub-bids for this project.**

**II. Scope of Services**

* Supply and install a new 30KW 120/208V, Three Phase Generator Natural Gas Generator.
* Supply and install a new 100A automatic transfer switch.
* Rework and repair all associated power wiring associated with the generator.
* Factory-assisted startup and load bank testing must be included.
* All required electrical parts must be included.
* Plumbing will be supplied by the town.

**III. Quality Requirements**

Bidders must have been in the business of generator installation for a minimum of three (3) years.

Bidders must provide all services described in **Section II: Scope of Services** and comply with all **Bid Submission Requirements** listed in **Section I**.

Bidders must have a minimum of two (2) years of satisfactory performance under at least three (3) different contracts similar in size to the proposed contract.

**IV. References**

Bidders must submit a complete list of all jobs performed in the past two (2) years that are similar in size and scope to this project, with contact names and telephone numbers.

**REFERENCE FORM**

Bidder must provide references for **all** contracts performed within the past two (2) years of similar size and scope to this contract. Please copy the form below (multiple references per page are acceptable) and attach additional sheets as necessary.

Bidder:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IFB Title: Town Garage Roof Improvements

Reference: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description and date(s) of supplies or services provided:

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

**V. Rule for Award**

The contract will be awarded to the responsive and responsible bidder offering the lowest total price. “Responsive” means satisfying the scope and quality requirements. “Responsible” means having a record of successful projects, which the Town will determine from the references given and any other relevant respondents the Town may ask.

1. **Bid Pricing Sheet**

Bidders must provide a single sheet with the name of this bid (“Website Upgrade), the name of the company and contact information for the bidder, including a phone number and e-mail, a line for a single price, and signature and date lines, as below:

**Town of Dalton Sewer Generator Replacement**

Bidder: (company name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact name and title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bid Price: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. **Non-Collusion Form and Tax Compliance Form**

Please do not fill out these forms in this IFB, but submit these as one or two separate sheets.

**CERTIFICATE OF NON-COLLUSION**

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.

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

 Signature of individual submitting bid or proposal

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

 Name of business

**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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

 Signature of person submitting bid or proposal

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

 Name of business

**VIII. Additional Contract Terms and Conditions**

Please find the Town’s standard (and required) contract starting, including additional contract terms and conditions, in Section VIII.

**IX. Sample Required Contract**

TOWN OF DALTON, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_\_, 202\_\_ by and between the TOWN of DALTON, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 462 Main Street, Dalton, Massachusetts, hereinafter referred to as the “TOWN”, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having a usual place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “CONTRACTOR”.

**WITNESSETH**:

Whereas, the TOWN invited the submission of proposals for the purchase and delivery of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter “the Project”; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project, and the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. Contract Documents. The Contract Documents consist of *this Agreement, the Invitation for Bids (including prevailing wage sheets), Instructions to Bidders and the CONTRACTOR’s Proposal*. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. The Work. The Work consists of the work as presented in the Invitation for Bids (see Attachment B).

3. Term of Contract. This Agreement shall be in effect from \_\_\_\_\_\_\_\_\_ and shall expire on \_\_\_\_\_\_\_\_\_, unless terminated earlier pursuant to the terms hereof.

4. Compensation. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total Bid Price $\_\_\_\_\_\_\_\_\_.

5. Payment of Compensation. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.

6. Liability of the TOWN. The TOWN’s liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

7. Independent CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

8. Indemnification. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney’s fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.

9. Insurance. A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set out in Attachment A.

 B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. Assignment. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. Termination. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. Inspection and Reports. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.

13. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.

14. Compliance with Laws. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

15. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

16. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

17. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

18. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

# I certify that an appropriation TOWN OF DALTON, MA

is available in the amount of this By its:

Contract.

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

Town Accountant Town Manager

 CONTRACTOR:

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

 (Signature)

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

 (Name and Title)

**ATTACHMENT A**

**SUPPLEMENTAL CONTRACT CONDITIONS**

***INSURANCE***

 The Contractor shall at all times during the Contract maintain in full force and effect Employer’s Liability, Workers’ Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of the Indemnity paragraph. All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

 “This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder.”

 For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

 **COVERAGES LIMITS OF LIABILITY**

Workers’ Compensation Statutory

Employer’s Liability $500,000

Bodily Injury Liability $500,000 each occurrence

 Except Automobile $1,000,000 aggregate

Property Damage Liability $500,000 each occurrence

 Except Automobile $1,000,000 aggregate

Automobile Bodily Injury $500,000 each person

 Liability $1,000,000 each occurrence

Automobile Property Damage $500,000 each occurrence

 Liability

Excess Umbrella Liability $1,000,000 each occurrence

 The Town of Dalton shall be named as an additional insured under the liability and automobile insurance. The general liability policy should contain a broad form general liability endorsement.

***MAINTENANCE OF RECORDS***

 The Contractor shall comply with Massachusetts General Laws with regards to maintenance of project records.

***MODIFICATIONS***

 No modifications, waiver, or change shall be made in the terms and conditions of this Contract, except as may be mutually agreed upon in writing by all parties hereto.

***CONFLICTS OF INTEREST***

 Each party shall adhere to the provisions of Massachusetts General Laws, C. 268A, with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designees, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter (or such longer period as may be provided in C. 268A of the Massachusetts General Laws), shall have any interest in any contract or subcontract, or in the proceeds thereof, for the work to be performed in connection with the program assisted under this Agreement. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

***WAIVER***

 Neither the Town’s review, approval or acceptance of, nor payment for, any of the work or services furnished hereunder shall be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract.

***ENTIRE UNDERSTANDING***

 This Contract, together with all documents included by reference pursuant to the Contract Documents, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

**[ATTACHMENT B FOR CONTRACT]**

INVITATION FOR BIDS

And

SCOPE OF SERVICES

**[ATTACHMENT C FOR CONTRACT]**

Prevailing Wage

**ATTACHMENT B**

**Invitation for Bids – Prevailing Wage**

