

TOWN OF PLYMOUTH
PROCUREMENT DIVISION
11 LINCOLN STREET
PLYMOUTH, MASSACHUSETTS 02360

BID 21614, WATER PARTS, METERS AND EQUIPMENT

Issued: September 15, 2016
Due: October 3, 2016 at 11:00 AM

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BID FORMS

TOWN OF PLYMOUTH
11 Lincoln Street
Plymouth, Massachusetts 02360

September 15, 2016

INVITATION FOR BID 21614

A. INVITATION

Sealed bids are requested by the Town of Plymouth for the purchase of Water Parts, Meters and Equipment.

Specifications and bid forms are available electronically online at <http://www.plymouth-ma.gov/current-bids/>.

Bids are to be submitted by 11:00 a.m., Monday, October 3, 2016, at which time they will be publicly opened and read. Postmarks will not be considered. All bids must be sealed and made upon forms furnished by the Procurement Division. Bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked "Bid 21614 Water Parts"

All bids are subject to the provisions of M.G.L. Chapter 30, §39M.

Contract Period:

The agreement shall be for the period September 12, 2016, or soon thereafter as the contract is executed, through June 30, 2017. At the sole option of the Town, and subject to appropriation of funds, this agreement may be extended for the period July 1, 2017, through June 30, 2018.

Rule for Award:

The contract will be awarded to the responsive and eligible bidder offering the lowest aggregate price per category.

Bid Surety:

Bid deposit is required in the amount of five percent (5%) of the approximate total value of the bid based upon the bid price and, if applicable, the estimated quantities as shown on the bid form price schedule. Such bid deposit shall be in the form of a Cashier's, Certified, or Bank Treasurer's check payable to the Town of Plymouth or a bid bond from a licensed surety company doing business in the Commonwealth of Massachusetts. Bid deposit of successful bidder will be returned upon delivery and acceptance of the product. All others will be returned upon contract award.

Pre-Bid Conference: N/A

MA DOT Prequalification: N/A

DCAMM Certification: N/A

Prevailing Wage Rates: N/A

Labor and Materials Bond: N/A

Performance Bond: N/A

GENERAL INFORMATION

A. GENERAL CONDITIONS

1. All bids shall be based on the quantities set forth in the Invitation for Bid. These quantities shall be used as a basis for comparison of the bid proposals. The quantities are based on the Town's best estimates of the work to be performed during the term of this Contract, the Town does not expressly or by implication agree that the actual amount of work will correspond herewith and the Town reserves the right to increase or decrease the amount of any class or portion of the work as it may deem necessary, without change of price per unit. Charges for delays due to changes required in the field are expected to be reasonable and will be determined by the Town Engineer and Contractor.
2. The Town of Plymouth reserves the right to reject all proposals, to waive technicalities, to advertise for new proposals and to split awards as may be deemed to be in the best interests of the Town. The contract or contracts will be awarded by the Town within thirty (30) business days after opening bids. The Town reserves the right to require samples of materials for inspection and testing.
3. All words, signatures and figures submitted on the bid shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices which contain abnormally high or low prices for any item, may be rejected as informal. More than one proposal from the same bidder will not be considered.
4. If the Invitation for Bid requires payment of prevailing wage rates or a performance bond or a payment bond, then this bid is subject to Section 39M of Chapter 30 and Sections 26 to 27G and Section 29 of Chapter 149 of the Massachusetts General Laws as amended, including but not limited to the following:

a. Prevailing Wage Rates

Prevailing wage rates as determined by the Commissioner of Labor and Industries must be paid on this contract. A copy of said rates is contained herein. Each Contractor and/or subcontractor shall preserve its payroll records for a period of three (3) years from this date of completion of the contract, and shall furnish to the Commissioner within fifteen (15) days a statement of compliance, a copy of which is enclosed herein. In addition, each contractor and/or subcontract must submit a copy of their weekly payroll records to the Town Manager's Office on a weekly basis. A copy of the Weekly Payroll Report Form that is to be used in also included herein.

In addition, all bids must be accompanied by the bidder's certification regarding payment of prevailing wages in the form set forth in the bid form section of this document.

b. Performance Bond

The successful bidder must furnish a Construction Payment Bond, payable to the Town of Plymouth, issued by a responsible surety company doing business in the Commonwealth of Massachusetts.

c. Payment Bond

The successful bidder must furnish a bond for payment by the Contractor and/or SubContractors for labor performed or furnished and material used or employed therein, payable to the Town of Plymouth, issued by a responsible surety company doing business in the Commonwealth of Massachusetts, the premiums of which are to be paid by the Contractor and included in the bid price.

5. If the Invitation for Bid requires bid surety, this surety shall be in the form of a cashier's check, certified check, or bank treasurer's check payable to the Town of Plymouth or a bid bond from a licensed surety company doing business in Massachusetts. Failure to include this surety will result in the rejection of the bid. Such deposits will be returned to all except the three lowest responsible and responsive bidders within seven (7) days of bid award. The remaining checks will be returned after the Town and the successful bidder have executed the Contract. In case of default, the bid surety shall be forfeited to the Town.
6. The successful bidder shall comply with all applicable federal, state, and local laws and regulations.
7. The Town's policy on awarding bids to offerors with identical prices states: "When bids for goods and services are requested and received by the Town, the award is made to the lowest responsive and responsible bidder. If two or more bid prices are identical and all tied bidders are responsive and responsible, an award will be made according to the first of these three conditions to apply:
 - Past service to the Town; if one of the tied bidders has provided this or similar service in a satisfactory manner in the past, it will be awarded to that bidder;
 - A bidder based in Plymouth
 - Random selection - flip of a coin or drawing of more than two are tied."
8. Purchases made by the Town are exempt from taxes and bid prices must exclude any taxes. Tax exemption certificates will be furnished upon request.

9. Verbal orders are not binding on the Town and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
10. "Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark, 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 (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the Town for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of Section 39J of Chapter 30 of the Massachusetts General Laws, approval shall be at the sole discretion of the Town, 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 Contractor's expense. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product for intended use for approval of the Town.

Except as otherwise provided for by the provisions of Section 39J of Chapter 30 of the Massachusetts General Laws, the Contractor shall not have any right of appeal from the decision of the Town condemning any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs.

11. No charges will be allowed for packing, crating, freight, express, transportation, shipping or cartage. Delivery location shall be as specified in the Contract or on the Purchase Order.
12. The Contractor shall replace, repair or make good, without costs to the Town, defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance

not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

13. The Contractor shall not discriminate against any person on the grounds of race, color, marital status, physical disability, age, sex, sexual orientation, religion, ancestry, or national origin in any manner prohibited by the laws of the United States, the Commonwealth, or the Town of Plymouth.
14. The Town requires that all products provided through this bid shall be manufactured in the United States of America unless otherwise approved by the Public Works Director, or designee, in writing.

B. EVALUATION CRITERIA

Award of this bid will be made to the bidder who offers the lowest price(s) and who is deemed responsive, responsible and eligible. Determination of responsiveness and responsibility and eligibility shall be based solely on the following criteria:

1. Bidders will be deemed responsive if they complete all required forms as included in the attached bid form package to the satisfaction of the Town.
2. A bidder will be deemed responsible and eligible if:
 - (1) its bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work;
 - (2) it shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
 - (3) it shall also certify 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;
 - (4) where the provisions of Section 8B of Chapter 81 apply, the bidder shall have been determined to be qualified thereunder; and
 - (5) if the bidder obtains within 10 days of the notification of contract award the security by bond required under

Section 29 of Chapter 149;

- (6) Bidders will be deemed responsible if they have demonstrated ability to provide these parts to the Town in a timely fashion. To meet this criteria, bidders must provide:
 - a. Evidence of past performance in supplying materials of high quality. Please submit three references (preferably municipalities) to whom you have supplied similar products with name and telephone number of a contact person.
 - b. Time frame to fill an order once placed as stated on the bid form must be reasonable to meet the needs of the Town to ensure rapid response.

C. INSURANCE REQUIRMENTS

1. The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect him performing work covered by this Contract, or the Town of Plymouth and its employees, agents and officials, from all claims an liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.
2. Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:
 - (1) **General Liability** of at least \$1,000,000 per occurrence for Bodily Injury and \$500,000.00 per occurrence for Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. **The Town and Engineer shall be named as an "Additional Insured"**. Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
 - (2) **Automobile Liability** of at least \$1,000,000 Bodily Injury and Property Damage per accident. **The Town and Engineer shall be named as an "Additional Insured"**.
 - (3) **Workers' Compensation Insurance** as required by law. Include Employers Liability Part B
 - (4) **Property Coverage** for materials and supplies being

transported by the contractor as the Town's Property Contract provides coverage for personal property within 1,000 feet of the premises.

3. All policies shall be so written that the Owner will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's Insurance Carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Owner before operations are begun.
4. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is required by this Contract. The Contractor shall make no claims against the Town of Plymouth or its officers for any injury to any of his officers or employees or for damage to its trucks or equipment arising out of work contemplated by this Contract.
5. The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Plymouth, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his employees, agents, sub-contractors or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Plymouth for damage to its property caused by the Contractor, his employees, agents, sub-contractors or materialmen, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Plymouth's gross negligence or willful misconduct.

D. WITHDRAWAL OF BIDS

Except as hereinafter expressed provided, once a proposal is submitted and received by the town, the proposer agrees that he may not and will not withdraw it within thirty (30) calendar days after the actual date of the opening of proposals.

Upon proper written request and identification, proposals may be withdrawn only as follows:

- a. at any time prior to the designated time for the opening of proposals;

b. provided the proposal has not been accepted by the town, at any time subsequent to thirty days following the actual date of proposal opening.

Unless a proposal is withdrawn as provided above, the proposer agrees that it shall be deemed open for acceptance until a contract has been executed by both sides or until the town notifies the proposer in writing that his proposal is rejected or that the town does not intend to accept it, or returns his bid surety. Notice of acceptance of a proposal shall not constitute rejection of any other proposal.

E. BID STATUS INFORMATION

Addenda: If you received bid documents directly from the Town, and provided the Town with an address for delivery of addenda, the Town intends to deliver a copy of each addendum to you at such address, but the Town shall not be responsible for any failure of a bidder to receive any addenda. Notwithstanding the foregoing, bidders are solely responsible to check for and confirm their receipt of any addenda in advance of the bid deadline.

Bid results will be available on the Town's website at <http://www.plymouth-ma.gov/current-bids/pages/bid-results>. Bid results will not be provided over the phone.

Notification of award of contract will be mailed to all bidders.

F. BID QUESTIONS

Please contact Ashley Leaman, Procurement Assistant, at 508-747-1620 ext. 108, if you have any questions on the bid process. Questions regarding the project or the specifications must be submitted in writing and faxed to 508-830-4133 or emailed to aleaman@townhall.plymouth.ma.us five (5) days prior to the due date. At the discretion of the Town, questions will be answered by written addenda. Bidders may not rely upon oral responses to questions, and may rely solely upon written addenda, if any.

SPECIAL CONDITIONS

APPROVAL OF MATERIALS:

ONLY NEW MATERIALS AND EQUIPMENT SHALL BE INCORPORATED IN THE WORK. ALL MATERIALS AND EQUIPMENT FURNISHED BY THE CONTRACTOR SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE TOWN. NO MATERIALS SHALL BE DELIVERED TO THE WORK SITE WITHOUT PRIOR APPROVAL OF THE TOWN.

THE CONTRACTOR SHALL SUBMIT DATA AND SAMPLES SUFFICIENTLY EARLY TO PERMIT CONSIDERATION AND APPROVAL BEFORE MATERIALS ARE NECESSARY FOR INCORPORATION IN THE WORK. ANY DELAY OF APPROVAL RESULTING FROM THE CONTRACTOR'S FAILURE TO SUBMIT SAMPLES OR DATA PROMPTLY SHALL NOT BE USED AS A BASIS OF A CLAIM AGAINST THE TOWN.

SUBSTITUTES OF APPROVED "OR-EQUAL" ITEMS:

WHENEVER MATERIALS OR EQUIPMENT ARE SPECIFIED OR DESCRIBED IN THE CONTRACT DOCUMENTS BY USING THE NAME OF A PROPRIETARY ITEM OR THE NAME OF A PARTICULAR SUPPLIER THE NAMING OF THE ITEM IS INTENDED TO ESTABLISH THE TYPE, FUNCTION AND QUALITY REQUIRED. UNLESS THE NAME IS FOLLOWED BY WORDS INDICATING THAT NO SUBSTITUTION IS PERMITTED, MATERIALS OR EQUIPMENT OF OTHER SUPPLIERS MAY BE ACCEPTED BY THE TOWN IF SUFFICIENT INFORMATION IS SUBMITTED BY CONTRACTOR TO ALLOW TOWN TO DETERMINE THAT THE MATERIAL OR EQUIPMENT PROPOSED IS EQUIVALENT OR EQUAL TO THAT NAMED. THE PROCEDURE FOR REVIEW BY TOWN WILL INCLUDE THE FOLLOWING: REQUESTS FOR REVIEW OF SUBSTITUTE ITEMS OF MATERIAL AND EQUIPMENT WILL NOT BE ACCEPTED BY TOWN FROM ANYONE OTHER THAN CONTRACTOR. IF CONTRACTOR WISHES TO FURNISH OR USE A SUBSTITUTE ITEM OF MATERIAL OR REQUIREMENT, CONTRACTOR SHALL MAKE WRITTEN APPLICATION TO TOWN FOR ACCEPTANCE THEREOF CERTIFYING THAT THE PROPOSED SUBSTITUTE WILL PERFORM ADEQUATELY THE FUNCTIONS AND ACHIEVE THE RESULTS CALLED FOR BY THE GENERAL DESIGN, BE SIMILAR AND OF EQUAL SUBSTANCE TO THAT SPECIFIED AND BE SUITED TO THE SAME USE AS THAT SPECIFIED. THE APPLICATION WILL STATE THAT THE EVALUATION AND ACCEPTANCE OF THE PROPOSED SUBSTITUTE WILL NOT PREJUDICE CONTRACTOR'S ACHIEVEMENT OF SUBSTANTIAL COMPLETION ON TIME, WHETHER OR NOT ACCEPTANCE OF THE SUBSTITUTE FOR USE IN THE WORK WILL REQUIRE A CHANGE IN ANY OF THE CONTRACT DOCUMENTS (OR IN THE PROVISIONS OF ANY OTHER DIRECT CONTRACT WITH TOWN FOR WORK ON THE PROJECT) TO ADAPT THE DESIGN TO THE PROPOSED SUBSTITUTE AND WHETHER OR NOT INCORPORATION OF USE OF THE SUBSTITUTE IN CONNECTION WITH THE WORK IS SUBJECT TO PAYMENT OF ANY LICENSE FEE OR ROYALTY.

ALL VARIATIONS OF THE PROPOSED SUBSTITUTE FROM THAT SPECIFIED WILL BE IDENTIFIED IN THE APPLICATION AND AVAILABLE MAINTENANCE, REPAIR AND REPLACEMENT SERVICE, WILL BE INDICATED. THE APPLICATION WILL ALSO RESULT DIRECTLY OR INDIRECTLY FROM ACCEPTANCE OF SUCH SUBSTITUTE, INCLUDING COSTS OF REDESIGN AND CLAIMS OF OTHER CONTRACTORS AFFECTED BY THE RESULTING CHANCE, ALL OF WHICH SHALL BE CONSIDERED BY TOWN IN

EVALUATING THE PROPOSED SUBSTITUTE. TOWN MAY REQUIRE CONTRACTOR TO FURNISH AT CONTRACTOR'S EXPENSE ADDITIONAL DATA ABOUT THE PROPOSED SUBSTITUTE.

IF A SPECIFIC MEANS, METHOD, TECHNIQUE, SEQUENCE OR PROCEDURE OF CONSTRUCTION IS INDICATED IN OR REQUIRED BY THE CONTRACT DOCUMENTS, THE CONTRACTOR MAY FURNISH OR UTILIZE A SUBSTITUTE MEANS, METHOD, SEQUENCE, TECHNIQUE OR PROCEDURE OF CONSTRUCTION ACCEPTABLE TO TOWN, IF CONTRACTOR SUBMITS SUFFICIENT INFORMATION TO ALLOW TOWN TO DETERMINE THAT THE SUBSTITUTE PROPOSED IS EQUIVALENT TO THAT INDICATED OR REQUIRED BY THE CONTRACT DOCUMENTS. THE PROCEDURE FOR REVIEW BY TOWN WILL BE SIMILAR TO THAT STATED PREVIOUSLY.

TOWN WILL BE ALLOWED A REASONABLE TIME WITHIN WHICH TO EVALUATE EACH PROPOSED SUBSTITUTE. TOWN WILL BE THE SOLE JUDGE OF ACCEPTABILITY, AND NO SUBSTITUTE WILL BE ORDERED, INSTALLED OR UTILIZED WITHOUT TOWN'S PRIOR WRITTEN ACCEPTANCE WHICH WILL BE EVIDENCED BY EITHER A CHANGE ORDER OR AN APPROVED SHOP DRAWING. TOWN MAY REQUIRE CONTRACTOR TO FURNISH AT CONTRACTOR'S EXPENSE A SPECIAL PERFORMANCE GUARANTEE OR OTHER SURETY WITH RESPECT TO ANY SUBSTITUTE. TOWN WILL RECORD TIME REQUIRED BY TOWN AND TOWN'S CONSULTANTS IN EVALUATING SUBSTITUTIONS PROPOSED BY CONTRACTOR AND IN MAKING CHANGES IN THE CONTRACT DOCUMENTS OCCASIONED THEREBY. WHETHER OR NOT TOWN ACCEPTS A PROPOSED SUBSTITUTE, THE CONTRACTOR SHALL REIMBURSE TOWN FOR THE CHARGES OF TOWN'S CONSULTANTS FOR EVALUATING EACH PROPOSED SUBSTITUTE.

TELEPHONE NUMBERS:

THE TELEPHONE NUMBERS OF THE FOLLOWING DEPARTMENTS OF THE TOWN OF PLYMOUTH ARE:

POLICE	508-830-4220 (BUSINESS)
FIRE	508-830-4213 (BUSINESS)
HIGHWAY	508-830-4162, ext. 101
WATER	508-830-4162, ext. 138
ENGINEERING	508-747-1620, ext. 120
SEWER	508-830-4159
DIRECTOR OF PUBLIC WORKS	508-830-4162, ext. 105

TOWN OFFICE BUILDING HOURS: M - F 7:30 A.M. TO 4:00 P.M.

LEGAL REQUIREMENTS:

THE CONTRACTOR SHALL KEEP HIM/HERSELF FULLY INFORMED OF, AND COMPLY WITH, ALL LAWS, ORDINANCES AND REGULATIONS OF THE FEDERAL, STATE AND

MUNICIPAL GOVERNMENTS, WHICH MAY BE IN FORCE DURING THE LIFE OF THE CONTRACT, AND IN ANY MANNER AFFECTING HIS/HER EMPLOYEES OR THE CONDUCT OF THE WORK OF MATERIALS USED ON SAID WORK.

PERSONAL SUPERVISION BY CONTRACTOR:

THE CONTRACTOR OR HIS/HER DULY AUTHORIZED AND APPROVED REPRESENTATIVE SHALL GIVE PERSONAL ATTENTION TO THE FULFILLMENT OF THE CONTRACT. THE CONTRACTOR SHALL HAVE ON THE WORK SITE, AT ALL TIMES, A COMPETENT REPRESENTATIVE AUTHORIZED TO RECEIVE AND EXECUTE ANY ORDERS OF DIRECTION OF THE TOWN.

THE REPRESENTATIVE SHOULD ALSO ACCEPT ANY NOTICES GIVEN TO THE CONTRACTOR UNDER THE PROVISIONS OF THE CONTRACT.

AGREEMENT

This Agreement made this the _____ day of _____, 2016, by and between the Town of Plymouth, a municipal corporation having an office at 11 Lincoln Street, Plymouth, Plymouth County, Massachusetts, acting by and through its Town Manager, thereunto duly authorized, hereinafter referred to as TOWN, and vendor, with an office at address, hereinafter referred to as CONTRACTOR.

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein agree as follows:

1. The CONTRACTOR shall supply water works materials, in accordance with the specifications and upon the terms of Bid 21614 and the prices as submitted by the CONTRACTOR.
2. Nothing in this Agreement shall preclude the TOWN from purchasing said services from other vendors should the CONTRACTOR fail to provide the Town with the specified services herein.
3. The agreement shall be for the period September 12, 2016, or soon thereafter as the contract is executed, through June 30, 2017. At the sole option of the Town, and subject to appropriation of funds, this agreement may be extended for the period July 1, 2017, through June 30, 2018.
4. Incorporated by reference and specifically made a part of this Agreement are the terms and conditions contained in Invitation for Bid 21614, Specifications, Bid Form, and said bid of the CONTRACTOR.
5. This Agreement merges and supersedes all prior understandings, agreements, discussions and correspondence and sets forth the entire understanding of the parties. This Agreement is to be construed as a Massachusetts contract, and is to take effect as a sealed instrument. It shall be binding upon the respective heirs, devisees, executors, administrators, successors and assigns of the parties, and may be canceled, modified or amended only by a written instrument executed by both the CONTRACTOR and the TOWN. The CONTRACTOR may not assign this Agreement or any rights hereunder without the prior written consent of the TOWN and any such attempted assignment shall be void ab initio.
6. In no case shall the CONTRACTOR act, hold itself out as or permit anyone to consider it the employee of the TOWN. No agency shall be created between the CONTRACTOR and the TOWN as a result of the CONTRACTOR's performance of services hereunder and the relationship between the parties at all time shall be based on the CONTRACTOR being an independent contractor.
7. The CONTRACTOR acknowledges and agrees that it is responsible as

an independent contractor for all operations under this Agreement and for all the acts of its agents and employees, and agrees that it will indemnify and hold harmless the TOWN, its officers, boards, committees and employees from any and all loss, damage, cost, charge, expense and claim which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the CONTRACTOR or any of its agents or employees and will pay promptly on demand all reasonable costs and expenses of the investigation and defense thereof including attorney's fees and expenses. This indemnification is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under the Worker's Compensation Act, Disability Benefits Act or other employee benefit act.

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NAME OF BIDDER:

Bids must be submitted on this form and the following table. Bids submitted on any other form will not be considered valid. Please return this form and the attached forms to:

Town of Plymouth
ATTN: Procurement Div.
Town Office Building
11 Lincoln Street
Plymouth, MA 02360

Bids must be received by 11:00 a.m., Monday, October 3, 2016.

Postmarks will not be considered. All bids will be publicly opened and read at the above address, date and time. Prices are to include any delivery charges unless otherwise specified. All offers are subject to Specifications Bid 21614. This contract may be extended for up to thirty (30) calendar days at the request of the Town of Plymouth.

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within thirty (30) business days from date of receipt of offers specified above, to perform the herein described work for the prices offered opposite each item and that said prices will be good for the period of one year.

The undersigned bidder hereby certifies, under the pains and penalties of perjury, the following:

This bid in all respects is bonafide, fair, and made without collusion or fraud with any other person. As used in this paragraph, the word PERSON shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

The Contracting Party has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support in accordance with MGL Chapter 62C, Section 49A.

It 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 or regulation promulgated thereunder.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA # _____ *

*To be filled in by bidder if addenda are issued.

Please note any exceptions on separate contractor letterhead.

BID PRICE SCHEDULE

DESCRIPTION

**EST.
QTY.**

**BID
PRICE**

I. BRASS

1. 3/4" Stop & Waste Curb Stop - Mueller H-15219	15	\$_____EA
2. 1" Ball Corp - Mueller B-25008	30	\$_____EA
3. 1" Ball Curb Stop - Mueller B-25209, Full Port Opening	30	\$_____EA
4. 1 1/2" Ball Corp - Mueller B-25008	2	\$_____EA
5. 1 1/2" Ball Curb Stop - Mueller B-25209	2	\$_____EA
6. 2" Ball Corp - Mueller B-25008	2	\$_____EA
7. 2" Ball Curb Stop - Mueller B-25209	2	\$_____EA
8. 3/4" Three Part Union - Mueller H-15403	40	\$_____EA
9. 1" x 3/4" Three Part Union - Mueller H-15403	40	\$_____EA
10. 1" Three Part Union - Mueller H-15403	60	\$_____EA
11. 1 1/2" Adapter MIP Compression - Mueller H-15428	20	\$_____EA
12. 2" Adapter MIP Compression - Mueller H-15428	10	\$_____EA

NOTE: All brass will be manufactured by Mueller, no substitutions. All products shall be manufactured in the USA.

TOTAL BID FOR BRASS: SUM OF ITEMS 1-12 X ESTIMATED QUANTITIES

\$_____

II. SERVICE & GATE BOXES

1. Curb Box - Buffalo Style 5' N American Manuf Only*	50	\$_____EA
2. Curb Box Repair Cover - Inside	10	\$_____EA
3. Curb Box Repair Cover - Outside	10	\$_____EA
4. Service Box Extension 12"	10	\$_____EA
5. Curb Box Foot Piece	5	\$_____EA
6. Gate Box - 3 piece, 5'	30	\$_____EA
7. Gate Box Riser with Cover - Pioneer Style	20	\$_____EA

8. Gate Box Riser with Cover - 1"	5	\$_____EA
9. Gate Box Riser with Cover - 1 1/2"	5	\$_____EA
10. Gate Box Riser with Cover - 2" N American Manuf Only	5	\$_____EA

NOTE: All products shall be manufactured in the USA.

TOTAL BID FOR SERVICE & GATE BOXES: SUM OF ITEMS 1-10 X ESTIMATED QUANTITIES

\$_____

III. SERVICE SADDLES

1. Tapping Saddle - 8" x 1" Smith-Blair #331	20	\$_____EA
2. Tapping Saddle - 8" x 1 1/2" Smith-Blair #331	4	\$_____EA
3. Tapping Saddle - 8" x 2" Smith-Blair #313	2	\$_____EA
4. Tapping Saddle - 10" x 1" Smith-Blair #331	5	\$_____EA
5. Tapping Saddle - 10" x 1 1/2" Smith-Blair #331	2	\$_____EA
6. Tapping Saddle - 10" x 2" Smith-Blair #313	2	\$_____EA
7. Tapping Saddle - 12" x 1" Smith-Blair #331	2	\$_____EA
8. Tapping Saddle - 12" x 1 1/2" Smith-Blair #331	2	\$_____EA
9. Tapping Saddle - 12" x 2" Smith-Blair #313	2	\$_____EA
10. Tapping Saddle - 16" x 1 1/2" Smith-Blair #331	1	\$_____EA
11. Tapping Saddle - 16" x 2" Smith-Blair #313	1	\$_____EA

NOTE: All saddles will be repaired type with CC THREAD AND FIT a.c. Pipe and Ductile Iron Pipe, Smith - Blair 331 or 313. All products shall be manufactured in the USA.

TOTAL BID FOR SADDLES: SUM OF ITEMS 1-11 X ESTIMATED QUANTITIES

\$_____

IV: HYDRANTS

1. Hydrant - 4 1/2'	1	\$_____EA
2. Hydrant - 5'	5	\$_____EA
3. Hydrant - 5 1/2'	10	\$_____EA
4. Hydrant - 6'	10	\$_____EA

5. Hydrant - 6 1/2'	5	\$_____EA
6. Hydrant - 7'	1	\$_____EA

NOTE: All hydrants will be manufactured and registered as Mueller Centurion, 250 (A-423) or American Darling (B-62-B-5), Open Right, painted yellow less accessories. All products shall be manufactured in the USA.

TOTAL BID FOR HYDRANT: SUM OF ITEMS 1-6 X ESTIMATED QUANTITIES
\$_____

VII. STAINLESS STEEL REPAIR CLAMPS

1. Stainless Steel Repair Clamp - 4" x 15"	2	\$_____EA
2. Stainless Steel Repair Clamp - 6" x 12"	2	\$_____EA
3. Stainless Steel Repair Clamp - 6" x 15"	2	\$_____EA
4. Stainless Steel Repair Clamp - 8" x 15"	6	\$_____EA
5. Stainless Steel Repair Clamp - 8" x 20"	6	\$_____EA
6. Stainless Steel Repair Clamp - 10" x 15"	6	\$_____EA
7. Stainless Steel Repair Clamp - 10" x 20"	6	\$_____EA
8. Stainless Steel Repair Clamp - 12" x 15"	2	\$_____EA
9. Stainless Steel Repair Clamp - 12" x 20"	2	\$_____EA
10. Stainless Steel Repair Clamp - 6" x 12 1/2"	1	\$_____EA
11. Stainless Steel Repair Clamp - 8" x 12 1/2" x 1	1	\$_____EA
12. Stainless Steel Repair Clamp - 12" x 12 1/2" x 1	1	\$_____EA

NOTE: All repair clamps will be Smith-Blair, or Ford F-2. All products shall be manufactured in the USA.

TOTAL BID FOR REPAIR SLEEVES AND CLAMPS: SUM OF ITEMS 1-12 X ESTIMATED QUANTITIES
\$_____

VIII. METERS

1. Neptune T-10 5/8" x 5/8"	400	\$_____EA
2. Neptune T-10 1"	20	\$_____EA
3. Neptune T-10 1 1/2" - bronze flange	10	\$_____EA
4. Neptune T-10 2" – bronze flange	10	\$_____EA

5. Neptune 2" w/bronze flanges	2	\$_____EA
6. Neptune TRU/FLO 3" bronze flanges	2	\$_____EA
7. Neptune strainer 2" flanges	10	\$_____EA
8. E-Coder/R900i T-10 Pit Register	45	\$_____EA
9. R 900 V-3 Radio Unit	200	\$_____EA

NOTE: All meters register cubic feet. All products shall be manufactured in the USA.

TOTAL BID FOR METERS: SUM OF ITEMS 1-9 X ESTIMATED QUANTITIES

\$_____

IX. METER PITS AND ADAPTERS

1. Meter Pit Complete - 20" x 5' 5/8" meter	5	\$_____EA
2. Meter Pit Complete - 20" x 5' 1" meter	5	\$_____EA
3. Meter Tail Pieces	100	\$_____EA
4. Meter Adapter - 5/8" to 3/4"	60	\$_____EA
5. Meter Adapter - 5/8" to 1"	90	\$_____EA
6. Meter wire 3 wire, 1000' reels or buckets	12	\$_____EA

NOTE: All meter adapters will be purchased in full package quantities. All products shall be manufactured in the USA.

TOTAL BID FOR METER PITS/ADAPTORS: SUM OF ITEMS 1-6 X ESTIMATED QUANTITIES

\$_____

PLEASE NOTE ANY EXCEPTIONS ON SEPARATE CONTRACTOR LETTERHEAD.

BIDDER _____

AUTHORIZED SIGNATURE

COUNTY _____

Printed Name and Title

STATE OF INCORPORATION _____

PHONE _____

Date Offered

FAX _____

E-MAIL _____

TAX I.D. NUMBER _____

REFERENCES OF BIDDER

By signing this page, the bidder certifies that he/she meets the minimum qualifications specified in GENERAL INFORMATION.

Please also provide the requested reference information specified in GENERAL INFORMATION.

Signed:

Name of Person Authorized to Sign for the Bidder

Title

Date

DELEGATION OF AUTHORITY

At a meeting of the Board of Directors of the _____
(Name of Corporation)
_____ duly called and held on _____
(Date)

at which a quorum was present, and acting throughout, the following vote

was duly adopted: VOTED: That _____
(Name of Individual)

the _____ of the Corporation, hereby is authorized
(Title)

to affix the Corporate Seal, sign and deliver in the name and on behalf of the Corporation, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with the sale of the Corporation's products to any purchaser, including assignments and satisfactions of any such documents.

Any and all applications, affidavits, statements, certificates, and similar documents required by law in connection with the licensing of the Corporation or its representatives for the sale, distribution, and servicing of its commercial products.

The authority is hereby delegated and shall be exercised by the aforesaid person in connection with the duties as
_____ of _____
(Title) (Name of Corporation)

and not otherwise.

ATTEST: _____ DATE: _____

NOTE: This form must be completed if the contractor is a corporation.