



William F. Martin
Mayor

City known as the Town of
GREENFIELD, MASSACHUSETTS

DEPARTMENT of CENTRAL MAINTENANCE

GEORGE VANDELINDER

Director

Town Hall • 14 Court Square • Greenfield, MA 01301
Phone 413-772-1560 • Fax 413-772-1519
GeorgeV@greenfield-ma.gov • www.greenfield-ma.gov

RFQ TITLE: TOWN OF GREENFIELD EMERGENCY
GENERATOR PROJECT

RFQ #: 16-06

Date of Issuance: August 26, 2015 @ 9:00 a.m.

Deadline for Receipt of Bids: September 16, 2015 @ 4:00 p.m.

Submit to: Audrey LaBonté
Office of the Mayor
City of Greenfield
14 Court Square
Greenfield, Ma 01301

Contact: George VanDelinder
Director, Central Maintenance
City of Greenfield
14 Court Square
Greenfield, MA 01301
GeorgeV@greenfield-ma.gov

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TABLE OF CONTENTS

RFQ TITLE: **TOWN OF GREENFIELD EMERGENCY GENERATOR PROJECT**

RFQ NUMBER: **16-06**

ADVERTISEMENT FOR BIDDERS

SECTION 1: INFORMATION FOR BIDDERS

SECTION 2: FORMS FOR QUOTE

SECTION 3: AGREEMENT

ATTACHMENT A: NON-COLLUSION FORM

ATTACHMENT B: TAX COMPLIANCE FORM

ATTACHEMNT C: INSURANCE REQUIREMENTS

ATTACHMENT D: PREVAILING WAGE SCHEDULE

ATTACHMENT E SCOPE OF WORK

ATTACHMENT F GENERAL CONDITIONS

Advertisement for Bidders

City of Greenfield
Office of the Mayor
14 Court Square
Greenfield, MA 01301

The City of Greenfield is soliciting quotes to replace an existing emergency generator set that is no longer functional at the Greenfield Middle School and to provide a new emergency generator for Town Hall.

As of 9:00 a.m. on Wednesday, August 26, 2015, copies of this request for quotes may be obtained from the City of Greenfield website at www.Greenfield-ma.gov under “Departments”, “Purchasing”, “Active Bids/RFQ/RFP” or electronically from the Purchasing Department of the City of Greenfield at purchasing@greenfield-ma.gov. Hard copies may be obtained by calling A. LaBonté at 772-1560 x-136.

Written quotes addressed to the Office of the Mayor, 14 Court Square, Greenfield, MA 01301 and endorsed “#16-06: **EMERGENCY GENERATOR PROJECT**” will be accepted until 4:00PM on September 16, 2015.

A pre-bid site visit is scheduled for Tuesday September 2 at 9:00 AM at the south side of the Greenfield Middle School (195 Federal Street) with a second site visit at the Town Hall (14 Court Square) immediately after.

All questions and requests for clarification to this bid spec must be directed in writing to:

George Van Delinder, Director of Central Maintenance and City Representative
20 Sanderson Street
Greenfield, MA 01301
Email: georgev@greenfield-ma.gov

SECTION 1

INFORMATION FOR BIDDERS

The Central Maintenance Department of the City of Greenfield is requesting quotes from qualified contractors for the replacement of an existing GENERAC emergency generator set that is no longer operative. Quote to include a new generator set and Automatic Transfer Switch (ATS). This Department is also soliciting quotes to supply a new generator set and ATS fully installed and operational for the Town Hall.

1.1 **PROJECT SITE**

All work of this contract is to be carried out at the following locations:

- Greenfield Middle School, 195 Federal Street, Greenfield, MA
- Greenfield Town Hall, 14 Court Square, Greenfield, MA

Work on this project must meet the requirements of all applicable city, local, and state codes, laws and ordinances

1.2 **PERMITS AND INSURANCE**

Contractor is responsible for obtaining appropriate permits and must provide proof of insurance as described in Attachment C.

1.3 **SAFETY**

“All employees to be employed at the worksite shall have successfully completed a course in construction safety approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration at the time that the employee begins work.” Likewise all contracts between general contractors and sub-contractors and between subcontractors and sub-subcontractors for public works and public building contracts must contain certification language.

Because the projects involves school buildings, the Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Contractor shall provide protection for all persons including but not limited to his employees and employees of other contractors or subcontractors, members of the public and employees, agents and representatives of the Town and regulatory agencies that may be on or about the work. The Contractor shall provide protection for all public and private property including but not limited to structures, pipes and utilities, above and below ground.

1.4 **CORI/SORI CHECKS**

Because the Work will take place on school property, The Contractor shall provide information for all employees involved to allow the Greenfield Public Schools to conduct CORI/SORI checks prior to their entering the work site.

1.5 **BID DOCUMENTS**

The Advertisement for Bidders, SCOPE OF THE WORK, and forms for Bid, may be obtained via the City’s website at www.greenfield-ma.gov; departments; purchasing; active bids or at the Office of the Mayor, City Hall, 14 Court Square, Greenfield, MA 01301 or by calling the Purchasing department at 413-772-1560 x-6136.

1.6 **QUESTIONS REGARDING DOCUMENTS**

In general, no answers will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the Contract Documents, or the equality or use of products or methods other than those designated or described in the specifications. Any information given to bidders other than by means of the Contract Documents, including Addenda, as described below, is given informally, for information and the convenience of the bidder only and is not guaranteed. The bidder agrees

that such information shall not be used as the basis of nor shall the giving of any such information entitle the bidder to assert any claim or demand against the City or the Engineer on account thereof.

Any questions shall be submitted in writing one of two ways to the City Representative at least 3 days before the established date for receipt of quotes. They may be sent electronically via e-mail and directed to purchasing@greenfield-ma.gov. In the subject line of the e-mail put **“Question-Greenfield Emergency Generator Project”**. Alternatively, they may be faxed to 413- 772-1519 Attn: G VanDelinder. All submissions must contain the name of the person asking the question, company name, address, phone number and email address. Failure to provide the correct information in the email will deem the question unanswerable, and it will not be considered as part of any addenda.

If the question involves the equality or use of products or methods it must be accompanied by specifications or other data in sufficient detail to enable the City to determine the equality or suitability of the product or method. In general, the City will neither approve nor disapprove particular products prior to the bid deadline; such products will be considered when offered by the Contractor for incorporation into the Work.

The Director of Central Maintenance will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as above provided as in his/her sole judgment are appropriate or necessary and his/her decision regarding each. At least three days prior to the receipt of bids, he/she will send a copy of these Addenda to those prospective bidders *known* to have taken out sets of the Contract Documents and will post them on City of Greenfield website at www.greenfield-ma.gov under the Purchasing Department.

1.7 **QUOTE SUBMISSION**

Quotes marked **“Town of Greenfield Emergency Generator Project”** must be submitted to the Office of the Mayor, 14 Court Square, Greenfield, Massachusetts by **4:00PM on Wednesday, September 16, 2015**. All quotes must be upon the blank form annexed hereto, state the proposed total cost of the work, both in words and in figures, and be signed by the bidder with his business address and place of residence. Quote submissions must also include:

- A Certificate of Non-Collusion signed by the individual submitting the quote (Attachment A)
- A Certificate of Tax Compliance signed by the individual submitting the quote (Attachment B)
- Certificate of Insurance (See Attachment C)
- References (Section 2)

1.8 **EXECUTION OF AGREEMENT:**

The bidder whose quote is accepted will be notified by letter and agrees to duly execute the AGREEMENT, after notification, for a period ending as specified on bid proposal forms.

1.9 **TIME FOR COMPLETION:**

Equipment for this Contract shall be ordered within ten (10) working days from date agreement and site work begin within fifteen (15) days. A final completion date shall be determined once the equipment delivery schedule is understood. It will be the contractor’s responsibility to have the site ready to install the equipment once it arrives, except as the work may be interrupted by weather or other adverse conditions as mutually agreed to by the City and the Contractor (see paragraph 14 in Attachment F for further clarification).

2.0 **COMPARISON OF QUOTES:**

Quotes will be compared and awarded to the responsible contractor offering the lowest-priced quotation. In the event there is a discrepancy in the bid between the unit prices written in words and figures, the prices written in words shall govern. Contract to be awarded on lowest TOTAL cost of project. The City agrees to examine and consider each quote submitted in consideration of the bidder’s agreements, as hereinabove set forth and as set forth in the quote.

2.1 **DISPUTES:**

In the event of any dispute as to any of the terms and conditions of this Contract, it shall be determined in accord with the laws of the Commonwealth of Massachusetts and the Courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction of the same.

2.2 **PREVAILING WAGE RATES:**

This is a prevailing wage project as required under M.G.L. c.149. The prevailing wage schedule is attached.

2.3 The City reserves the right to revoke this contracted AGREEMENT in writing with two weeks' notice, if the Contractor is clearly not performing services required in the Contract in a timely or workmanlike manner.

2.4 **Pre-Bid Site Visit**

A mandatory pre-bid site visit is scheduled for Tuesday, September 2, 2015. Bidders should be at the south side of the Greenfield Middle School promptly at 9:00AM on that date.

SECTION 2
QUOTE SHEET

Bidder's Name

To the City of Greenfield, Massachusetts, (hereinafter called the "Owner"):

Gentlemen:

The undersigned _____, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the proposed form of Proposal and the Contract Documents (and amendments thereto); and he bids and agrees, if this bid is accepted, that the bidder will furnish all equipment, materials and labor necessary for the completion of the work as specified in the Proposal, in the manner and time therein prescribed and according to the requirements of the Owner as herein set forth.

The bidder will take in full payment, therefore, the following price, to wit:

TOWN OF GREENFIELD EMERGENCY GENERATOR PROJECT, PROJECT # 16-06

ITEM 1.0: MIDDLE SCHOOL GENERATOR AND ATS REPLACEMENT:

_____ Dollars and _____ cents _____
(Write in words and numbers)

ITEM 2.0: NEW GENERATOR SET AND ATS FOR TOWN HALL:

_____ Dollars and _____ cents _____
(Write in words and numbers)

TOTAL COST (ITEM 1.0 plus ITEM 2.0):

_____ Dollars and _____ cents _____
(Write in words and numbers)

ADDITIONAL COST: New conductor feeder wire between generator and ATS at Greenfield Middle School:

_____ Dollars and _____ cents _____
(Write in words and numbers)

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he will accept compensation as stipulated therein in full payment for such extra work.

If this quote is accepted by the City, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated as otherwise expressly provided in the AGREEMENT.

(SEAL) _____
By: _____
(Signature and title of authorized representative)

(Business Address)

Date

(City, State, Zip)

The bidder is a corporation incorporated in the State (or Commonwealth) of _____
_____. (Bidder must add and delete, as necessary, to make this sentence read correctly).

(Note: If the bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager, if any; if a partnership, give full names and residential addresses of all partners, and if an individual, give residential address if different from business address.)

REFERENCES

Reference 1:

Customer: _____

City/Town: _____

Project Description: _____

Approximate cost: \$ _____

Company contact: _____ Contact phone number: _____

Reference 2:

Customer: _____

City/Town: _____

Project Description: _____

Approximate cost: \$ _____

Company contact: _____ Contact phone number: _____

Reference 3:

Customer: _____

City/Town: _____

Project Description: _____

Approximate cost: \$ _____

Company contact: _____ Contact phone number: _____

SECTION 3

OWNER - CONTRACTOR AGREEMENT

THIS AGREEMENT, made this day of , by and between the **TOWN OF GREENFIELD, MA**, hereinafter called the "Owner" or "Town" or "Awarding Authority"

and _____

with the address _____

a corporation organized and existing under the laws of Massachusetts _____

a partnership consisting of _____

an individual doing business as _____

hereinafter called the "Contractor"

WITNESSETH, that the Owner and Contractor, for the consideration hereinafter named, agree as follows :

Article 1. SCOPE OF THE WORK: The Contractor shall furnish all of the materials and perform all of the work shown and described in the Contract Documents for the **“RFQ 16-06: Emergency Generator Project** dated 8/26/2015, and any addenda issued subsequently, all as prepared by George VanDelinder and shall do everything required by this Agreement and the Contract Documents.

Article 2. TIME OF COMPLETION: Procurement of equipment shall commence no later than September 30, 2015, and the Contractor shall bring the Work to substantial completion within three (3) weeks after equipment delivery. The parties acknowledge that time is of the essence in the performance of this Contract, but that weather may affect the end date.

Article 3. THE CONTRACT PRICE: The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, in current funds, the sum of:

_____dollars

(\$_____).

Article 4. PAYMENTS: The Owner agrees to pay the Contractor in current funds for the performance of the Contract as provided in the CONTRACT DOCUMENTS, and by Massachusetts statutes.

Article 5. THE CONTRACT DOCUMENTS: The following together with this Agreement and Contractor’s Bid dated _____, including all documents submitted in the bid package with the Form for General Bid, form the CONTRACT:

The General Documents as listed in the Table of Contents of the Bid dated 8/26/2015, Contract Forms and Requirements, relating to bidding and contracting requirements which include, but are not limited to:

- The General Conditions, Supplementary General Conditions;
- The Scope of Work as listed in the Table of Contents of the Bid
- Modifications issued after the execution of the Contract.

Article 6. REOUINED TERMS: This Contract shall be considered to include all provisions required to be included in it by the Massachusetts General Laws, including Chapters 30 and 149, as amended, and any applicable other laws, as though such terms were set forth herein.

Article 7. CONDITIONS OF EMPLOYMENT: The schedule of Minimum Wage Rates and Health and Welfare and Pension Fund Contributions as determined by the Commissioner under the provisions of the Massachusetts General Laws, Chapter 149, Section 26 to 27D, inclusive, as amended, is hereby made part of this Agreement.

The Contractor agrees to pay laborers and tradesmen to be employed on the project wages in an amount no less than the applicable prevailing wage rates established for the project job classifications by the Massachusetts Department of Labor Standards. The Contractor shall indemnify the Awarding Authority for, from, and against any loss, expenses, damages, actions, or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the Contractor's bid to be based upon the payment of the said applicable prevailing wage rate or (2) the failure of the Contractor to pay laborers employed on the project the said applicable prevailing wages.

In Accordance with requirements of G.L. c. 149, Section 27B, the Contractor shall submit, and shall require all of his subcontractors to keep a record of hours and wages paid to laborers employed on the project to the Awarding Authority to submit, on a weekly basis, copies of such records.

Article 8. INDEMNIFICATION: The Contractor shall indemnify, defend and save harmless the Owner and all of its officers, agents and employees against all costs, damages, suits and claims of liability of every name and nature arising as a result of the performance or nonperformance of the Work of this Agreement.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this Agreement under seal in five (5) counterparts, each of which shall, without proof of accounting for the other counterpart, be deemed an original thereof.

TOWN OF GREENFIELD, MA

By: Mayor William F. Martin

SEAL

CONTRACTOR

Address:

By _____

Title _____

Note: If the Contractor is a corporation, attach Certificate of Vote by Board of Directors stating that the officer signing the contract has the authority of the Corporation to sign contracts binding on the Corporation.

AWARDING AUTHORITY APPROVALS

Approved as to availability of appropriation:

Awarding Authority Accountant

Date

* Certification that there is an appropriation in the amount of this Agreement and that the Mayor has been authorized to execute the Agreement and to approve all requisitions and change orders.

RFQ 16-06

ATTACHMENT A

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.

Date

Signature of individual submitting bid or proposal

Printed or typed name of person signing

Company or Corporation Name

RFQ- 16-06

ATTACHMENT B

TAX COMPLIANCE CERTIFICATION

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

Date

Signature of individual submitting bid or proposal

Printed or typed name of person signing

Company or Corporation Name

ATTACHMENT C

INSURANCE REQUIREMENTS

Before starting, and until completion of the guarantee period, the Contractor shall procure, deposit, and maintain with the City, insurance satisfactory to the City as follows:

- A. Workmen's Compensation and Employer's Liability Insurance as required by the Workmen's Compensation Laws of the Commonwealth of Massachusetts.
- B. Comprehensive General Liability Insurance covering Bodily Injury and Property Damage as follows:

Limits of Liability:

Bodily Injury *	\$300,000 each person \$500,000 each occurrence \$500,000 aggregate products
Property Damage *	\$100,000 each occurrence \$100,000 aggregate operations \$100,000 aggregate protective \$100,000 aggregate products \$100,000 aggregate contractual

* Or \$500,000 single limit combined Bodily Injury and Property Damage.

The Comprehensive General Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third persons arising out of:

1. Work performed by the Contractor himself with his own employees, called "premises operations."
2. Work performed by his subcontractors, called "sublet work" or Independent Contractors (this is referred to as Contractor's Protective Liability).
3. The Contractor's liability assumed under this contract, called "Hold Harmless" clauses or indemnity agreement. (This is referred to as Contractual Liability Insurance).
4. Products liability coverage covering the completed building or installation or products furnished. (This is called Products Liability Insurance for the manufacturer and Complete Operations Liability Insurance for the Contractor).
5. If any work is to be performed below the surface of the ground, the coverage shall be extended to include protection against property damage caused by explosion (including blasting), collapse of structures and damage to underground pipes and utilities. (This is known as "XCU" coverage).

- C. Comprehensive Automobile Liability Insurance covering Bodily Injury and Property Damage, as follows:

Limits of Liability

Bodily Injury	\$300,000 each person \$500,000 each accident
Property Damage	\$100,000 each accident

This insurance is to apply with respect to all owned or hired vehicles of the Contractor and non-ownership protection for all employees of the Contractor engaged in the performance of this contract.

- D. All policies shall be so written that the City will be notified of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment. Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed in triplicate with the City before operations are begun. Such certificates not only shall name the types of policy provided, but also shall refer specifically to this Contract* and article and the above paragraphs in accordance with which insurance is being furnished and shall state that such insurance is as required by such paragraphs of this Contract and shall be sufficiently comprehensive as to permit the owner to determine that the required insurance coverage has been provided without the necessity of examining the individual insurance policies.

If the initial insurance expires prior to completion of the Work, renewal certificates shall be furnished by the date of expiration.

* If blanket coverage is furnished, this particular Contract need not be referred to.

SECTION D
PREVIALING WAGE SCHEDULE

SECTION E

SCOPE OF WORK

1.0 MIDDLE SCHOOL EMERGENCY GENERATOR REPLACEMENT

- 1.1 The Town is requesting bids from qualified contractors for the replacement of the current Greenfield Middle School natural gas powered emergency generator with a new emergency generator. As used in this document, the term *contractor* is to mean the authorized dealer or other representative of the manufacturer authorized to sell, install and service the equipment purchased
- 1.2 The primary work includes removal of the existing GENERAC model 98A04664-S natural gas powered generator set along with existing GENERAC Automatic Transfer Switch (ATS) model 98A04664-W and furnishing and installing a new 100 KW natural gas powered emergency generator set complete with proper ATS.
- 1.3 The contractor is responsible for supplying a turnkey operating emergency generator system as described in this bid to supply power to panels currently wired to the existing ATS. Location of new generator set will be on the existing foundation of current generator set.
- 1.3 Contractor will be responsible for the following activities:
- Drain and proper disposal of all fluids in existing unit
 - Disconnect all power and any field instrumentation wire from existing unit
 - Removal of existing generator unit and ATS from site.
 - Evaluate existing conductors for reuse. Bid should cover cost of new conductors installed as a separate cost item if existing conductors are questionable.
 - Modify existing foundation as needed to receive new generator set.
 - Receive on site and set new generator.
 - Install new ATS.
 - Make all power, instrument, and NG connections to new generator set.
 - Provide and install all fluids, filters, etc for proper running operation.
 - Commission system once installed.
- 1.4 The emergency generator and all components and equipment provided are to be the manufacturer's latest model. All attachments, equipment or accessories not specifically listed in this bid request are to be included to conform to the best practices known within the emergency generator industry in trade, quality, workmanship and design.
- 1.5 The emergency generator is to be a natural gas (NG) powered 277/480 volt, three phase, 60 HZ, 100 kW generator that is UL listed in accordance with UL 2200.
- 1.6 The emergency generator is to meet the standards established in NFPA 110: Standard for Emergency and Standby Power Systems, 2010 Edition, for a Level 2 generator that provides emergency power within 10-seconds of power interruption.
- 1.7 The NG powered emergency generator is to include a block heater, starting batteries, alternator, battery charger, engine oil and coolant, unit mounted radiator, air cleaner, 175 amp circuit breaker and rain proof exhaust system and muffler.

- 1.8 The emergency generator is to have a control panel accessible on the generator unit and a remote control panel installed in the 2nd floor Custodian Room
- 1.9 The emergency generator is to be installed on the existing raised emergency generator pad on the south side of the Middle School building.
- 1.10 The emergency generator is to be enclosed with a weather resistant sound enclosure to maintain a sound level not to exceed 75 db measured 25-feet from the installation location.
- 1.11 The ATS is to be rated for 277/480 volts and 200 amps. New ATS will replace existing ATS in same location.
- 1.12 The contractor is to install the emergency generator and ATS in accordance with the requirements of the latest addition of the National Electrical Code as adopted by the city. All appropriate electrical work is to be performed by an electrician licensed to work in the State of Massachusetts.
- 1.13 The NG powered emergency generator and ATS are to have a one year parts and labor warranty.
- 1.14 During the warranty period, the contractor is to have a qualified service technician available within 24-hours of a request for service by the Town.
- 1.15 As part of the installation, the contractor is to train the appropriate Town staff in the proper operation and maintenance of the emergency generator and ATS. The Town anticipates this training to be conducted in one work day or less.
- 1.16 As part of bid package, Contractor shall provide a comprehensive schedule indicating arrival of all equipment necessary to complete the work and date unit shall be commissioned.

2.0 NEW GENERATOR SET AND TRANSFER SWITCH FOR TOWN HALL

- 2.1 The Town is requesting bids from qualified contractors to provide a new emergency generator set with Automatic Transfer Switch (ATS) for the Town Hall.. As used in this document, the term *contractor* is to mean the authorized dealer or other representative of the manufacturer authorized to sell, install and service the equipment purchased
- 2.2 The intent of this standby generator system is to provide power for the entire building which would include lights, computers, HVAC equipment, telephones, fire and security systems, etc..Existing main power panel being fed by this generator is a 120/208, 3-phase, 600 amp service.
- 2.3 The primary work includes acquisition and installation of a 50 KW diesel powered generator set and ATS.
- 2.4 The contractor is responsible for supplying a turnkey operating emergency generator system as described in this bid to supply auxiliary power to the Town Hall building. Location of new generator set will be on the north side of the building where a concrete pad currently exists. Location of ATS will be in northeast corner of Town Hall basement. Panel to be supplied by generator is a 120/208, 3-phase, 600 amp service.

- 2.5 Contractor will be responsible for the following activities:
- Purchase a new 120/208, 3-phase, 60HZ, 50KW standby generator set and ATS
 - Install ATS in building and generator set on existing concrete pad on north exterior side of building.
 - Determine conduit location and wire size to be pulled. Owner to provide conduit and will install. Contractor to supply conductor feeders and install in conduit.
 - Contractor to install remote panel in northwest corner of Town Hall basement.
 - Commission system once installation is complete.
- 2.6 The emergency generator and all components and equipment provided are to be the manufacturer's latest model. All attachments, equipment or accessories not specifically listed in this bid request are to be included to conform to the best practices known within the emergency generator industry in trade, quality, workmanship and design.
- 2.7 The emergency generator is to be diesel powered 120/208 volt, 3- phase, 60 HZ, 50KkW generator that is UL listed in accordance with UL 2200.
- 2.8 The emergency generator is to meet the standards established in NFPA 110: Standard for Emergency and Standby Power Systems, 2010 Edition, for a Level 2 generator that provides emergency power within 10-seconds of power interruption.
- 2.9 The diesel powered emergency generator is to include a block heater, starting batteries, alternator, battery charger, engine oil and coolant, unit mounted radiator, air cleaner, appropriately sized circuit breaker for service being supplied, and rain-proof exhaust system and muffler.
- 2.10 The emergency generator is to have a control panel accessible on the generator unit and a remote control panel installed in the northwest corner of the Town Hall basement.
- 2.11 The emergency generator is to be installed on an existing concrete pad on the north side of Town Hall.
- 2.12 The emergency generator is to be enclosed with a weather resistant sound enclosure to maintain a sound level not to exceed 75 db measured 25-feet from the installation location.
- 2.13 The ATS is to be rated for 120/208 volts and 600 amps.
- 2.14 The contractor is to install the emergency generator and ATS in accordance with the requirements of the latest addition of the National Electrical Code as adopted by the city. All appropriate electrical work is to be performed by an electrician licensed to work in the State of Massachusetts.
- 2.15 The diesel powered emergency generator and ATS are to have a one year parts and labor warranty.
- 2.16 During the warranty period, the contractor is to have a qualified service technician available within 24-hours of a request for service by the Town.
- 2.17 As part of the installation, the contractor is to train the appropriate Town staff in the

proper operation and maintenance of the emergency generator and ATS. The Town anticipates this training to be conducted in one work day or less.

- 2.18 As part of bid package, Contractor shall provide a comprehensive schedule indicating arrival of all equipment necessary to complete the work and date unit shall be commissioned.

END OF SCOPE

ATTACHMENT F

GENERAL CONDITIONS

- 1.1 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete Work within the time required, or who have previously performed similar Work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that he has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other Work which would delay the commencement, prosecution or completion of the Work.
- 1.2 All Bidders are required to submit a minimum of three references where the Contractor performed work of similar type and magnitude. Include names and contact information for each reference.
- 1.3 It is the responsibility of each Bidder before submitting a Bid to:
 - A. visit the Site, become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - B. promptly give City Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Scope of Work and confirm that the written resolution thereof by City Representative is acceptable to Bidder.
- 1.4 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given City Representative written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by City Representative are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and finishing the Work.
- 1.5 Contractor to identify any subcontractors that may be employed as part of this work.

AWARD OF CONTRACT

- 2.1 City Representative reserves the right to reject any and all Bids, to waive any and all informalities, and the right to disregard all nonconforming, nonresponsive or conditional Bids.
- 2.2 City Representative reserves the right to reject any Bid if it shows any omissions, alterations of form, additions not called for, conditions or qualifications, or irregularities of any kind.
- 2.3 City Representative reserves the right to reject any Bid that, in his sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.
- 2.4 In evaluating Bids, City Representative will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

- 2.5 In evaluating Bidders, City Representative will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities were submitted.
- 2.6 City Representative may conduct such investigations as City Representative deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Bid Documents.
- 2.7 If a contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to this section. Contents of the Bid of the Successful Bidder will become part of any contract awarded.
- 2.8 This Request For Quote may be rescinded by the City if lowest acceptable bid exceeds the amount budgeted for this project.

SALES TAXES

- 3.1 The City is exempt from Massachusetts State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. The exemption certificate will be provided to the Successful Bidder.

MASSACHUSETTS PREVAILING WAGE RATES

- 4.1 Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project.
- 4.2 It is the responsibility of the Bidder before bid deadline to request any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed Work under this Contract.

PROTECTION OF CITY REPRESENTATIVE'S OPERATIONS

- 5.1 The Contractor shall erect such barriers, tarpaulins, doors, etc., as may be necessary to protect the City operations while work is in progress. Any such openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the City operations.

PROTECTION OF WORK AND PROPERTY

- 6.1 The Contractor shall maintain adequate protection of all his/her work from damage and shall protect the City and adjacent property from injury or loss arising from this contract. He/she shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his/her workmen from any dangers inherent with or created by the work in progress. He/she shall hold the City harmless from any loss arising due to injury or accident to the public or his/her workmen, or from theft of materials stored at the job site.
- 6.2 Before starting any work, the Contractor shall protect all grounds, copings, paving and exterior of all buildings where work will be performed.
- 6.3 Any areas of the building or grounds which have become stained or damaged in any way shall be repaired or replaced by the Contractor prior to the final inspections. The method of repair used must be acceptable to the City Representative.

MATERIAL STORAGE AND CLEAN-UP

7.1 The Contractor shall keep the premises free from rubbish at all times and shall arrange his/her material storage so as not to interfere with the City operations. At the completion of the job, all the unused material and rubbish shall be removed from the site. The ground shall be raked clean and sidewalks and pavement shall be broom cleaned. If the Contractor refuses at any time to remove his/her debris from the premises, or to keep the working area clean, such cleaning will be completed by the City Representative and deducted from the balance due the Contractor.

MISCELLANEOUS UTILITIES

- 8.1 Electrical power will be furnished by the City Representative for small tools only. All connections to the electrical system will be furnished by the Contractor.
- 8.2 Water for materials, cleaning, washing, and drinking purposes will be furnished by the City. Any connections to the water system shall be completed by the Contractor.
- 8.3 At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his/her work.
- 8.4 Toilet facilities will be provided by the City in the building.

CHANGES OR EXTRA WORK

- 9.1 The City Representative may, without invalidating the original contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted, as stated below, with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the City Representative. The value of such extra work shall be determined in one of the following ways:
1. By firm adjustment;
 2. By cost plus with a guaranteed maximum;
 3. By cost with a fixed fee; or
 4. By unit cost.
- 9.2 If agreement is reached that the extra cost shall be handled as per methods 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost together with such vouchers, etc., as may be necessary to substantiate same for presentation to the City Representative. The City Representative shall have authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve additional material cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the City Representative authorizing such a change. No claims for an extra to the contract price shall be valid unless so authorized.
- 9.3 All work covered by unit prices submitted by the Contractor in his/her proposal must be covered by a written work order. The City Representative will prepare the work order covering the quantity of work and the total cost of the work. The work order which will be written at the end of each day, will be signed by the City Representative and the Contractor's foreman and/or superintendent.

CORRECTION OF WORK PRIOR TO FINAL PAYMENT

- 10.1 The Contractor shall promptly remove any work that does not meet the requirements of the work scope or is incorrectly installed or otherwise disapproved by the City Representative as failing to meet the intent of the work scope. The Contractor shall promptly replace any such work without expense to the City.

CORRECTION OF WORK AFTER FINAL PAYMENT

- 11.1 The Contractor shall guarantee all materials and workmanship for one (1) year from date of final commissioning of the equipment. Any defects which may arise during this period shall be promptly repaired by the Contractor including any damage done to the City Representative's property due to such defects.

JOB CONDITIONS

- 12.1 There is NO SMOKING allowed inside any buildings and the Contractor shall be responsible for enforcement of this job rule at all times with his/her personnel.
- 12.2 Ladders and staging: Any ladders and staging used on this project must be in good condition. Ladders must be secured at the roof line at all times while in use. All ladders and staging must be O.S.H.A. approved.
- 12.3 No drugs or alcoholic beverages are permitted on the grounds.
- 12.4 The Contractor shall place necessary barriers and/or protection around or under all work areas where his/her operations involve risk of injury to building, grounds, and public.
- 12.5 The Contractor will also protect the building structure from damage in the process of the job. In the event that damage does occur to any property or equipment, or the City Representative's work in process, notification must be made within two (2) working days of the incidents to the City Representative.
- 12.6 During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the premises free of accumulations and correct the damage, it shall be the City Representative's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.
- 12.7 Anyone guilty of willful destruction or unlawful removal of company property will be dismissed from the job and is subject to prosecution by law.
- 12.8 Any lawns damaged by Contractor vehicles will be restored with a stand of grass at the Contractor's expense. Any damaged pavements will likewise be restored at the Contractor's expense.

SAFETY

- 13.1 The Contractor and his crew shall work in a safe manner at all times. Any noticeable unsafe acts will be brought to the Contractor's attention and must be immediately corrected. If unsafe practices continue to be found the City Representative will issue a written notice to cease work. The Contractor will stop work immediately and submit a safety plan addressing such practices within two (2) working days from date of notice. Refusal to submit such plan will immediately terminate the contract and only payment of work and materials will be made up to date of termination.

START AND COMPLETION DATE

- 14.1 When the Contract is awarded, the Contractor will contact the City Representative to arrange the work schedule and the hours of the day that the workmen may be on the project. The job is to be bid under the assumption that all work will be performed on a straight time basis.
- 14.2 As per MGL Ch149 s.27B Contractor shall submit signed Massachusetts Weekly Certified Payroll Sheets directly to City Representative.
- 14.3 Equipment shall be ordered within ten (10) working days from the award of this contract, or as agreed upon by all parties.
- 14.4 All work as required in these bid documents shall be completed within thirty (30) working days of the start date, or as agreed upon by the parties.

- 14.5 For contractual purposes, a work day is considered as any day Monday through Friday. Saturday and Sunday are considered non-work days.
- 14.6 Unless work is hampered by long period of inclement weather, by due proof of material unavailability, or by strike, the City Representative will assess a penalty in the amount of \$100.00 a day for each agreed upon work day beyond the agreed completion date.
- 14.7 The Contractor is responsible for supplying trained workmen in proper numbers and for scheduling and laying out his/her work, so that it will be started and completed in a professional manner within the time period indicated on his/her Proposal form.
- 14.8 If the Contractor sets equipment onto the job-site without commencing work immediately, the action will be considered "Spiking the job" which is unacceptable and will be considered a breach of contract by the Contractor; thereby, the contract will be terminated and the Contractor at no cost to the City Representative, must remove his/her equipment and possessions from the job-site upon notification by the City Representative.

INVOICING AND PAYMENT

- 15.1 Invoicing for payment covering materials purchased and labor expended may be submitted on a weekly basis, or on a schedule agreed upon between Contractor and City Representative. No down payment or payments in advance for purchase of materials will be made.
- 15.2 Each invoice shall be accompanied by a detailed estimate of the amounts and values of labor expended and materials purchased up to the last day of the preceding week. A 10% retainage will be held by the City Representative to be paid upon satisfactory completion of the job. Therefore, the amount of the invoice shall not exceed ninety percent (90%) of the labor and material values estimated for the preceding week. All applications for payment shall be submitted on AIA form G702.
- 15.3 Such payments shall be viewed by both parties as progress payments and shall not in any way relieve the Contractor of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed under this contract.
- 15.4 Final retainage shall be withheld until all provisions of the specifications are met, including all necessary clean-up, and the City Representative receives written verification of completion. Final payment will be made within 30 days of the date the following requirements have been satisfied:
 1. All contract requested documents completed and signed
 2. All punch list items developed between City Representative and Contractor at notice of completion are fully remediated.

TERMINATION BY THE CITY REPRESENTATIVE FOR CAUSE

- 16.1 The City Representative may terminate the contract and finish the work by whatever reasonable method he/she deems expedient if the Contractor:
 1. Persistently or repeatedly refuses to supply specified materials or to provide enough skilled workers to ensure the project will be completed within the time period indicated on his/her Proposal form;
 2. Fails to make payment to sub-contractors and/or suppliers for labor and materials as stipulated in the contract documents; and
 3. Is guilty of substantial breach of a provision of the contract documents.
- 16.2 The Contractor will be allowed to submit a final invoice for materials purchased and labor expended up to the date the contract has been terminated.

JOB COORDINATION

- 17.1 Contractor is responsible for policing and protecting areas where work may be taking place overhead in order to insure the protection of City property and public safety.
- 17.2 Twenty-four hours prior to starting of the project and/or delivery of materials, the Contractor shall notify City Representative.