



**COMMONWEALTH OF MASSACHUSETTS  
STANDARD VERTICAL CONSTRUCTION CONTRACT  
For Projects over \$100,000 Subject to M.G.L. c. 149, s. 44A-F**

**INSTRUCTIONS TO BIDDERS**

**Awarding Authority: Hampshire County Sheriff's Office**

**Telephone: Facility Contact: Robert Hodgen, 413-582-7707.  
Bid Coordinator, Tammy Coe, Purchasing Agent, 413-586-5911, X225.**

**Hampshire County Sheriff's Office**

**Contract No.: HSD FY12-05**

**Title: Hampshire County House of Correction – Fire Alarm Replacement & Upgrades**

**Project Scope:** The scope of the Base Bid work, in general, is the replacement or upgrade of the alarm systems in five buildings on the campus of Hampshire County House of Correction. The five buildings will be rewired to the central control station located in the Main Building using existing conduits. Modifications to the entrance and public restrooms will also be required for MAAB code upgrades.

The Work consists of limited demolition, fire alarm installation, patching of CMU walls and plaster ceilings for new fire alarm wiring and devices. Also required are new toilet fixtures, toilet partitions, accessories and finishes at existing restrooms and new exterior entrance doors with automatic openers. Only the toilet room area in the Main Building will be vacated during construction. The buildings will be fully occupied while the project is being performed.

This project consists of:

- Base Bid**
- Two Filed Sub-bids: 15400- Plumbing, 16000 - Electrical**
- No Alternates**
- No Unit Pricing**

**A Pre-bid Conference will be held at 8:30 a.m. on 7 January 2012** at the Hampshire County Sheriff's Office in the Main Building at the Hampshire County House of Correction located at 205 Rocky Hill Road in Northampton, MA

**Deadline for filing Filed Sub-bids is 11:00 a.m. on 21 January 2012** (Hampshire County Sheriff's Office in the Main Building at the Hampshire County House of Correction located at 205 Rocky Hill Road in Northampton, MA).

**Deadline for filing General Bids is 11:00 a.m. on 28 January 2012** (Hampshire County Sheriff's Office in the Main Building at the Hampshire County House of Correction located at 205 Rocky Hill Road in Northampton, MA).

**The list of filed sub-trades for this project is found at Page 2 of these Instructions to Bidders. The minimum Prevailing Wage Rate requirements for this Contract are located in Attachment A to these Instructions to Bidders.**

**Bid forms for this Contract are located in Attachment B to these Instructions to Bidders.**

**The Minority Business Enterprise participation goal for this Contract is N/A %.**

**The Women Business Enterprise participation goal for this Contract is N/A %.**

**The time for completion of the Work is specified in Article 2 of the Owner-Contractor Agreement.**

**Liquidated damages for failure to complete on time are as stated in Article 8 of the Owner-Contractor Agreement.**

**Bid Forms and Contract Documents will be available for pick-up at [www.biddocsonline.com](http://www.biddocsonline.com) (may be viewed electronically and hard copy requested) or at Nashoba Blue, Inc. at 433 Main Street, Hudson, MA 01749 (978-568-1167). The Contract Documents also may be seen, but not removed at: Nashoba Blue, Inc. at 433 Main Street, Hudson, MA 01749 (978-568-1167).**

**The filed sub-trades for this project are as follows:**

**Section # Filed Sub-bid Category**

15400 - Plumbing

16000 - Electrical

As used herein, capitalized terms shall have the meaning assigned to them in the General Conditions of the Contract and the Owner - Contractor Agreement unless the context clearly indicates otherwise.

**SECTION I - BIDDER'S REPRESENTATION**

**1.1** Each general bidder or sub-bidder (hereinafter sometimes referred to as "Bidder") by making a bid or sub-bid (hereinafter sometimes referred to as "Bid") represents and warrants that Bidder has visited and examined the Site and the Contract Documents, that Bidder is familiar with the local conditions under which the Work is to be performed, that Bidder has correlated personal observations with the requirements of the Contract Documents, and that where the Contract Documents require, in any part of the Work, a given result to be produced, the Contract Documents are adequate and that Bidder will produce the required result within the Bid price and that the Bid is made in accordance therewith.

**1.2** Failure to so examine the Contract Documents and the Site will not relieve any Bidder from any obligation under the Bid as submitted. Neither the Commonwealth nor the Designer will be responsible for errors, omissions and/or charges for extra work arising from Bidder's failure to familiarize itself with the Contract Documents or existing conditions.

## **SECTION 2 – FILED SUB-BIDDERS AND GENERAL BIDDERS - CERTIFICATE OF ELIGIBILITY AND UPDATE STATEMENT**

**2.1** Every Filed Sub-Bidder must submit the following with its Filed Sub-Bid:

--A Sub-Bidder Certificate of Eligibility issued by the Division of Capital Asset Management and Maintenance ("DCAM"), showing that the Sub-Bidder has been approved to sub-bid on projects in the category of work required, and that the Sub-Bidder has a single project limit in an amount no lower than the amount of its Sub-Bid including all "add" alternates.

--A fully completed Sub-Bidder Update Statement, form attached hereto in Part 1, Attachment B.

**2.2** Every General Bidder must submit the following with its General Bid:

--A Prime/General Contactor Certificate of Eligibility issued by the Division of Capital Asset Management and Maintenance ("DCAM"), DCAM Form CQ 7, showing that the General Bidder has been approved to bid on projects of the category of work required, and that the General Bidder has a single project limit in an amount no lower than the amount of its General Bid including all "add" alternates.

--A fully completed Prime/General Contractor Update Statement, DCAM Form CQ3, form attached hereto in Part 1, Attachment B.

**2.3** It is the Bidder's responsibility to obtain the necessary forms from DCAM and to submit its Application for Certificate of Eligibility so as to allow sufficient time for DCAM's evaluation of the application and issuance of a Certificate of Eligibility prior to the deadline for bidding.

**2.4** The Contractor Update Statement is not a public record as defined in M.G.L. c. 4, s. 7 and will not be open to public inspection.

## **SECTION 3 -- REQUESTS FOR INTERPRETATION**

**3.1** Any questions by prospective Bidders concerning interpretation of the Contract Documents must be submitted in writing to the Awarding Authority and should be in its possession at least ten working days before the date set for the receipt of general Bids, or, if a question pertains to Item 2 filed sub-Bid work, at least ten working days before the date set for the receipt of filed sub-Bids. The Awarding Authority will mail any addenda or written interpretations that it deems necessary to Bidders who have taken out plans at the address given by them before the date set for the receipt of affected Bids. Bidders may not rely upon oral communications or interpretations from the Awarding Authority or the Designer and the Awarding Authority shall not be bound by them.

**3.2** It is the sole responsibility of the Bidder to ascertain the existence of any addenda issued by the Awarding Authority, whether or not the same are mailed to, or received by, Bidder. Copies of addenda will be made available for inspection at the locations listed in the Advertisement where the Contract Documents are on file.

**3.3** Wherever in the Contract Documents reference is made to Massachusetts General Laws, it shall be construed to include all amendments thereto effective as of the date of the issuance of the invitation to bid on the proposed work.

## **SECTION 4 -- PREPARATION OF BIDS; ALTERNATES**

**4.1** General Bids shall be submitted on the Form for General Bid included in Attachment B to these Instructions to Bidders. Filed sub-Bids shall be submitted on the Form for Sub-Bid included in Attachment B to these Instructions to Bidders.

**4.2** All entries on the Bid form shall be typewritten or in ink.

**4.3** Where so indicated on the Bid form, sums shall be expressed in both words and numerals. Where there is a discrepancy between the Bid sum expressed in words and the Bid sum expressed in figures, the Bid sum expressed in words shall control unless the intention of the Bidder clearly is otherwise as determined by the Awarding Authority in its sole discretion.

**4.4** Each general Bidder shall acknowledge all required alternates in Section C on the Form for General Bid by entering the dollar amount of addition or subtraction necessitated by the alternate. General Bidders shall enter on the Form for General Bid a single amount for each alternate that shall consist of the sub-Bidders' amounts and the amount for work performed by the general Bidder.

**4.5** If an alternate includes work within the Bidder's scope of work and does not involve a change in the cost of the Bid, the Bidder shall so indicate by writing "No Change" or "N/C" or "0" in the space provided for that alternate. Sub-Bidders shall enter on the Form for Sub-Bid the amount of addition or subtraction necessitated **only** for those alternates expressly identified in the Bid Documents as part of the sub-Bidder's category of work. If the alternate is not identified in the Bid Documents as affecting the sub-Bidder's category of work then the sub-Bidder shall so indicate by writing "N/A" **and only** "N/A" or leaving the alternate blank.

**4.6** The lowest Bidder will be determined on the basis of the sum of the base Bid and the accepted alternates.

**4.7** If the space for indicating a requirement for payment and performance bonds for filed subcontractors is left blank by the general Bidder on the Form for General Bid, the Awarding Authority shall interpret this as a "No."

**4.8** Costs for subcontractors' bond premiums shall be paid for by the general Contractor in accordance with M.G.L. c. 149, s. 44F.

**4.9** If the general Bidders are instructed to carry an amount for a given sub-trade listed under Item 2, general Bidders shall list the sub-trade and the amount provided by the Authority. The line under "bonds required" on the Form for General Bid should be left blank or marked "N/A" in order for subsection 4.10 to apply.

**4.10** Upon solicitation of a subcontractor to perform the work required with respect to a sub-trade referenced in subsection 4.9, the general Bidder's Contract Price shall be adjusted by the following: a) the difference between the subcontract amount and the amount carried in the general Bid; b) the total cost of the subcontractor's bonds, if the general Bidder requires such bonds after the solicitation is completed and if the general Bidder complied with 4.9 above; c) the documented increased costs for the general Bidder's bonds, if any, attributable to the incremental difference between the amount carried for the given sub-trade and the actual subcontract amount.

**4.11** Overhead and profit for supervision of the sub-trade mentioned in subsections 4.9 and 4.10 above shall be included by all general Bidders in Item 1 of the subdivision of the Contract Price. No additional overhead or profit will be paid on the incremental difference between the amount carried for the sub-trade and the subcontract amount as stated in M.G.L. c. 149, s. 44F(4)(a)(2).

**4.12** Sub-Bidders should not list Paragraph E sub-subcontractors unless requested to do so by the Awarding Authority.

**4.13** Each general Bid and each Bid of a filed subcontractor must be accompanied by a bid deposit in the form of a bid bond; cash; or a check certified by, or a treasurer's or cashier's check issued by, a

responsible bank or trust company, payable to Hampshire County Sheriff's Office. Any bid bond shall be (a) in a form satisfactory to the Awarding Authority, (b) with a surety company qualified to do business in the Commonwealth and (c) conditioned upon the faithful performance by the principal of the agreements contained in the Bid.

**4.14** The amount of such bid deposit shall be **5% five per cent** of the value of the Bid including alternates.

## **SECTION 5 - SUBMISSION OF BIDS**

**5.1** Each **Filed Sub - Bid, including the bid deposit, DCAM Certificate of Sub-Bidder Eligibility, and properly completed Update Statement** shall be enclosed in a sealed envelope with the following plainly marked on the outside:

**Filed Sub-Bid for:**  
**Hampshire County Sheriff's Office - Project No. HSD FY12-05**

**Title: Hampshire County House of Correction – Fire Alarm Replacement & Upgrades**  
**Sub-Bid Section No. \_\_\_\_\_**

**Trade: \_\_\_\_\_**  
**Sub-Bidders name, business address, and telephone number.**

---

**5.2** Each **General Bid, including the bid deposit, DCAM Certificate of Eligibility (CQ7), and properly completed Update Statement (CQ3)**, shall be enclosed in a sealed envelope with the following plainly marked on the outside:

**General Bid for:**  
**Hampshire County Sheriff's Office - Project No. HSD FY12-05**

**Title: Hampshire County House of Correction – Fire Alarm Replacement & Upgrades**  
**General Bidders name, business address, and telephone number.**

**5.3** All Bids must be received by the Awarding Authority at the address specified on page 1 of these Instructions to Bidders no later than the applicable date and time specified on page 1 of these Instructions to Bidders. Any Bid not received by the applicable deadline will not be accepted.

**5.4 Bidding results will not be given out over the telephone prior to 1:00 of the day following the Bid opening. [Note: The bid results will be posted online at [www.biddocsonline.com](http://www.biddocsonline.com).]**

## **SECTION 6 - WITHDRAWAL OF BIDS; REJECTION OF BIDS**

**6.1** Any Bid may be withdrawn prior to the specified deadline for the receipt of Bids provided that the withdrawal shall be made by a written request signed by a person having the authority to bind the Bidder. The written request must be hand delivered or otherwise delivered to the Awarding Authority's Bid Room addressed to the attention of the Bid Room Manager and must be received on or before the date and time appointed as the deadline for the receipt of Bids.

**6.2** A Bidder may withdraw its Bid without penalty at any time up to the time of Award as defined below in subsection 8.1 only upon demonstrating to the satisfaction of the Awarding Authority that a death or disability has occurred or a bona fide clerical error or mechanical error of a substantial nature was made during the preparation of the bid. Failure to demonstrate conclusively that a bona fide clerical error or mechanical error of a substantial nature was made may result in forfeiture of the Bid deposit

**6.3** The Awarding Authority reserves the right to waive any informality in or to reject any and all Bids if it is in the public interest to do so. Without limiting the foregoing, the Awarding Authority reserves the right to reject unit prices which it deems unduly high or unduly low as unbalanced.

## **SECTION 7 - MBE AND WBE PARTICIPATION (NOT REQUIRED)**

**7.1** The apparent low general Bidder's compliance with the requirements of this Section 7 is a prerequisite for receiving the Award of the Contract.

**7.2** The Minority Business Enterprise participation goal for this Contract is N/A%.  
The Women Business Enterprise participation goal for this Contract is N/A%.

## **SECTION 8 -- CONTRACT AWARD**

**8.1** "Award" means the determination, selection, and notification of the lowest, responsible and eligible Bidder by the Awarding Authority.

**8.2** The Awarding Authority will award the Contract within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of Bids in accordance with M.G.L. c.149 §44A.

**8.3** The Contract will be awarded to the lowest responsible and eligible Bidder as determined by the Awarding Authority, except in the event of substitution as provided under M.G.L. c.149, sections 44E and 44F, in which cases the procedure as required by said sections shall govern the award of the Contract.

**8.4** As used herein, the term "lowest responsible and eligible Bidder" shall mean the general Bidder whose Bid is the lowest of those Bidders who, in the Awarding Authority's opinion, are ready, willing and able to comply with all requirements of the Contract Documents and demonstrably possess the skill, ability, and integrity necessary for the faithful performance of the Work, based on the determination of past performance and financial soundness under (i) M.G.L. c.149 §44A and following sections, (ii) the rules, regulations, orders, guidelines and policies promulgated from time to time by the Commissioner of the Division of Capital Asset Management and Maintenance ("DCAM") and (iii) any other relevant criteria that the Awarding Authority may prescribe. If the Awarding Authority determines that any non-filed subcontractor chosen by a Bidder is not qualified or responsible, then the Bidder shall obtain another subcontractor satisfactory to Awarding Authority and the contract price shall not be adjusted.

**8.5** The general Bid price shall be the price set forth in paragraph C of the Form for General Bid. No general Bid shall be rejected (i) because the sum of the prices set forth in Item 1 and 2 does not equal the general Bid price set forth in said paragraph C or (ii) because of one or more errors in setting forth the name, the sub-Bid price of a sub-Bidder, or the total of Item 2, provided that the sub-Bidder or sub-Bidders designated are clearly identifiable, or (iii) because the plans and specifications do not accompany the Bid or are not submitted with the Bid.

**8.6** Should the Contract Documents require submission of special data to accompany the Bid, the Awarding Authority reserves the right to rule the Bidder's failure to submit such data an informality and to receive said data subsequently within a reasonable time as set by the Awarding Authority, provided that no such ruling shall result in an unfair advantage to the Bidder.

**8.7** The Awarding Authority reserves the right to waive any informalities in or to reject any or all Bids if it be deemed in the public interest to do so. The Awarding Authority also reserves the right to reject any sub-Bid if it determines that such sub-Bid does not represent the Bid of a person competent to perform

the work as specified, or if fewer than three sub-Bids are received for a sub-trade, and the Bid prices are not reasonable for acceptance without further competition.

**8.8** If the Awarding Authority decides to reject all general Bids or if the Awarding Authority does not receive any general Bids, the Awarding Authority may retain and use the sub-Bids received for a second opening of general Bids; provided, however, that there are no changes in the work involved for the sub-trades for which the sub-Bids are so retained and used; and provided, further, that the Awarding Authority shall obtain the consent of each sub-Bidder included in any award of a general Contract made pursuant to the second opening of general Bids if such award is not made within ninety days, Saturdays, Sundays and legal holidays excluded, after the opening of such sub-Bids.

## **SECTION 9 - EXECUTION OF CONTRACTS**

**9.1** If a selected filed sub-Bidder fails, within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a Subcontract by the general Bidder to whom the Contract was awarded, to perform its agreement to execute a Subcontract in the form provided by the Awarding Authority with such general Bidder contingent upon the execution of the general Contract, and, if requested to do so by such general Bidder in the general Bid, to furnish a performance and a payment bond as stated in its sub-Bid such general Bidder and the Awarding Authority shall select, from the other filed sub-Bids duly filed with the Awarding Authority for such subtrade and not rejected the lowest responsible and eligible filed sub-Bidder at the amount named in its filed sub-Bid as so filed against whose standing and ability the general Contractor makes no objection, and the Contract price shall be adjusted by the difference between the amount of such filed sub-bid and the amount of the sub-bid of the delinquent sub-Bidder.

**9.2** Upon receipt of the Award, the general Bidder awarded the Contract shall submit three (3) properly executed originals of each of the following documents prior to execution of the Contract by the Awarding Authority. All such documents shall be in the form prescribed by the Awarding Authority.

- Owner-Contractor Agreement
- Corporate Information
- Certificate of Corporate Vote
- Joint Venture Authorization (if appropriate)
- Performance and Payment Bonds with power of attorney attached
- Certificates of Insurance evidencing coverages in amounts required by the Contract Documents
- Certificate of Compliance with State Tax Laws
- OSHA Training Certification
- If applicable, written representation by the General Contractor to the effect that it has presented subcontracts to all selected filed Sub-Bidders and a statement as to whether or not each such filed Sub-Bidder has executed its subcontract such that the Awarding Authority may release the Bid deposit with respect to the same.

**Misrepresentation of the foregoing shall render the General Contractor liable to the Awarding Authority for the sum of any Bid deposit released by the Awarding Authority with respect to a filed sub-Bidder that fails to execute its subcontract.**

- Any other documents that the Awarding Authority may reasonably require in connection with the Contractor's execution of the Contract.

**9.3 Please note that no part of the General Contractor's work may be subcontracted without the prior written approval of the Awarding Authority.** If the General Contractor desires to subcontract any part of the Work, other than work covered by Item 2, filed Sub-Bidders, the General Contractor must promptly forward to the Awarding Authority a list in triplicate designating the work to be performed and the name of each proposed subcontractor. Approved subcontractors are eligible for direct payments under

M.G.L. 30, s. 39F, as amended. Material suppliers not involving site labor need not be submitted for approval.

## **SECTION 10 - RETURN OF BID DEPOSITS**

**10.1** All Bid deposits of general Bidders, except those of the three (3) lowest responsible and eligible general Bidders, shall be returned within five days, Saturdays, Sundays and legal holidays excluded, after the opening of the general Bids. The Bid deposits of the three (3) lowest responsible and eligible general Bidders shall be returned upon the execution and delivery of the General Contract or, if no award is made, upon the expiration of the time prescribed in M.G.L. c. 149, s. 44A for making an award; except that, if any general Bidder fails to perform its agreement to execute the Contract and furnish performance and payment bonds as stated in its Bid, then said general Bidder's Bid deposit shall become the property of the Commonwealth as liquidated damages; provided that the amount of the Bid deposit that becomes the property of the Commonwealth shall not exceed the difference between the Contractor's Bid price and the Bid price of the next lowest responsible and eligible Bidder; and provided further that, in the case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the general Bidder, such general Bidder's Bid deposit shall be returned.

**10.2** All Bid deposits of sub-Bidders, except (i) those of the sub-Bidders named in the general Bids of the three (3) lowest responsible and eligible general Bidders and (ii) those of the three (3) lowest responsible and eligible sub-Bidders for each subtrade, shall be returned within five (5) days, Saturdays, Sundays and legal holidays excluded, after the opening of the general Bids. The Bid deposits of sub-Bidders not returned pursuant to the provisions of the preceding sentence shall be returned within five (5) days, Saturdays, Sundays, and legal holidays excluded, after the execution of the General Contract; except that, if a selected sub-Bidder fails to perform its agreement to execute a sub-contract with the general Bidder selected as the General Contractor, contingent upon the execution of the general Contract, and, if requested to do so in the general Bid by such general Bidder, to furnish a Performance and Payment Bonds as stated in its sub-Bid in accordance with M.G.L. c. 149, s. 44F(2), the Bid deposit of such sub-Bidder shall become the property of the Commonwealth as liquidated damages, provided that the amount of the Bid deposit that shall become the property of the Commonwealth shall not exceed the difference between its sub-Bid price and the sub-Bid price of the next lowest responsible and eligible sub-Bidder.

**10.3** In addition to the provisions for the return of Bid deposits as provided above, upon receipt of a Bid Bond in an amount not less than the amount of the required Bid deposit, the Awarding Authority shall return any Bid deposit of a Bidder forthwith after the public opening of Bids.