

**Town of Ayer**  
**Department of Public Works**  
**25 Brook Street**  
**Ayer, Massachusetts 01432**  
**Telephone 978-772-8240**

**Acknowledgement of Receipt**

Release Date	June 12, 2017
Bid Title	Water Division Valve Maintenance Trailer
Bid Number	17DPW13
Number of Documents	The Bid Package consists of one (1) PDF documents.
Pre-Bid Conference	Not Applicable
Questions Due	June 23, 2017@ 12:00 PM
Bids Due	June 28, 2017 @ 2:00 PM
Please provide the requested information below as acknowledgment that you have received our bid package noted above. It is recommended that interested bidders complete this acknowledgment and return via <b>Fax</b> to the Town of Ayer, Department of Public Works at <b>978-772-8244</b> or by <b>email</b> at <b>DPW@ayer.ma.us</b> . Only by doing this, will the Town be able to provide notification of addenda* or answered questions relating to this Bid. <b>Only those companies or individuals shown on the Distribution Register will be sent addenda to this Bid. By completing and returning this acknowledgement will ensure you are recorded on the Distribution Register.</b> Proposals from companies or individuals <b>not</b> acknowledging the addenda may be rejected as <b>not responsive</b> .	
Name of Company or Individual <b>(Print)</b>	
Name / Title of Contact <b>(Print)</b>	
Address (line 1) <b>(Print)</b>	
Address (State/City/Zip) <b>(Print)</b>	
Telephone Number	
Fax Number	
E-mail Address <b>(Print)</b>	
Signature	
Date	
* <b>Addenda will be posted to the website.</b> Please check the website for addenda before submitting your bid to the Town. Bidders who access the bid package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Town.	

**Invitation for Bids  
17DPW13**

**Water Division Valve Maintenance Trailer**



**Bids Due  
June 28, 2017 @ 2:00 PM  
Town of Ayer DPW  
25 Brook Street  
Ayer, Massachusetts 01432**

**LEGAL NOTICE**

**Town of Ayer  
Invitation for Bid (IFB)  
17DPW13  
Water Division Valve Maintenance Trailer**

The Town of Ayer is accepting sealed bids for Water Division Valve Maintenance Trailer. The valve maintenance trailer shall include a swivel-mounted valve exerciser, extended reach valve exerciser, wireless handheld computer / controller / data logger with GPS, vacuum with spoils tank and hydraulic dump system.

Copies of the Invitation for Bid (IFB) package will be available beginning **Monday June 12, 2017** at the **Ayer Department of Public Works, 25 Brook Street, Ayer, Massachusetts 01432** between the hours of 7 :30 A.M. – 3:30 P.M, or from the Town's web site [www.Ayer.ma.us](http://www.Ayer.ma.us) and will be available until submission deadline. Sealed bids must be submitted no later than **2:00 PM, Wednesday June 28, 2017** to the **Ayer Department of Public Works, 25 Brook Street, Ayer, MA 01432**. LATE BIDS WILL NOT BE CONSIDERED. Bids will be publicly opened after submission deadline. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

**Mark Wetzel, P.E.  
Superintendent of Public Works  
June 12, 2017**

**17DPW13  
Water Division Valve Maintenance Trailer  
Procurement in Brief**

Primary Procurement Contact	<b>Mark Wetzel, P.E. 978-772-8240</b> <b>mwetzel@ayer.me.us</b>
Bid Package Available	<b>Monday, June 12, 2017</b> Information and details of bidding requirements may be obtained at the DPW Administration, 25 Brook Street, Ayer, Massachusetts 01432, or online at the Town's web site <a href="http://www.Ayer.ma.us">http://www.Ayer.ma.us</a>
Pre-bid Meeting	<b>Not Applicable</b>
Deadline for Written Questions	<b>Friday, June 23 , 2017 @2:00 PM</b> By Mail: Ayer DPW, 25 Brook Street, Ayer, MA 01432 BY Fax: 978-772-8244 By E-mail: DPW@Ayer.ma.us <b>Questions are to be clearly labeled as: QUESTIONS - (Water Division Valve Maintenance Trailer)</b>
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be e-mailed and posted on the Town's webpage to all bidders on record as having received the bid package.
When and where bids are due	<b>Wednesday, June 28, 2017, 2:00 PM, AYER DPW, 25 Brook Street, Ayer, Massachusetts 01432. LATE BIDS WILL NOT BE CONSIDERED</b>
Where bids will be opened	Ayer DPW, 25 Brook Street, Ayer, MA 01432. After submission deadline
Bid Deposit	Will NOT be Required
Number of Required Paper Copies	<b>1 copy</b>
Contract Award	Approval of Board of Selectmen
Contract Length	Not Applicable

Upon Award of Contract	
Payment Bond	Will NOT be Required
Performance Bond	Will NOT be Required
Insurance	Refer to Contract Terms.
<p>* Facsimile transmissions for written inquiries must be sent prior to the above date and time deadlines. Any hand delivery or facsimile received after the due date and time will not be addressed. The time/date stamp machine located in the receiving office will govern for the date and time requirements mentioned in the table above and throughout this document. Please allow enough time for hand delivery or facsimile transmissions.</p> <p>** The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Bidder agrees that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b) or (C) occurs first. <b>The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.</b></p>	

## PART 1 – GENERAL CONDITIONS AND SUBMISSION REQUIREMENTS

### 1.1 INTENT

The Town of Ayer is issuing this Invitation for Bids (IFB) with the intention of acquiring bids for Water Division Valve Maintenance Trailer. All bids are subject to the provisions of M.G.L. Chapter 30B. The Town will award the contract to the lowest responsive and responsible bidder. The Town of Ayer reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities. Such actions will be deemed to be in the best interests of the Town. Unless sooner rejected or accepted, all bid proposals must be firm and continue in effect for ninety calendar days (90) following the date of bid opening.

### 1.2 QUANTITIES

Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. Any quantities indicated on the Bid Price Form or elsewhere in the bid package are estimates only and are given solely as a basis for the comparison of bids. The Vendor shall have no claim for additional compensation, or refuse to do the work called for, or provide the requested items, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the bid.

### 1.3 GENERAL CONTRACT TERMS

The successful Bidder must enter into the Form Agreement included in this IFB. In accordance with Massachusetts General Laws, the contract continuation beyond first year is subject to annual appropriation and/or availability of funding.

The Town may terminate the Contract at any time upon written notice for any reason including its own convenience or for cause, including but not limited to, failure to perform the work required under the contract, failure to document satisfactorily to the Town amounts being charged, failure to have any necessary local, State or Federal licenses and/or permits, failure to pay any and all required taxes, failure to comply with any local, State or Federal regulations pertaining to services to be provided, failure to promptly correct any performance or lack of performance which conflicts with the Town's use, and failure for satisfactory behavior of all staff and management. In the case of a termination for cause, the Town shall give the Contractor a written notice as provided in the Agreement.

### 1.4 QUESTIONS REGARDING BID

The Bidder shall be satisfied as to the requirements to enable intelligent preparation of your bid. The Bidder shall be familiar with all the Bid material requirements and documents before submitting the bid in order that no misunderstanding shall exist. Bidders shall promptly raise the issue of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents, specifications, services, work site or any other conditions which may apply. No allowance will be made for any claim that the bid is based on incomplete information.

Inquiries concerning any part of this Bid shall be directed to the individual(s) listed under the Procurement in Brief. Bidders should note that **oral communications are not binding on the Town and only written responses by the Town will be considered**. All requests/questions must be submitted in writing. Questions may be delivered by hand, fax

or email as referenced under the Procurement in Brief by the deadline. Questions that may be asked during any pre-bid conference should also be sent in writing in order to receive an official response. Requests properly presented that in the opinion of the Town require interpretation, correction, or change in the Bid Documents will result in an issuance of an Addendum to the Bid Documents. Such Addendum shall subsequently become part of the contract. The Town will forward responses to all persons who are on record as receiving the bid package. Questions received after the due date will not be responded to unless the Town determines it is necessary. Bidders, please allow enough time for hand delivery or facsimile transmissions.

## **1.5 INFORMATION ABOUT CHANGES TO THE BID (ADDENDA)**

In the event that changes/additions are made to this bid, an addendum will be issued to every person (entity) on record as receiving the bid package. Addenda will be emailed, if an email address was not provided, then it will be faxed. If a fax number was not provided, then the addenda will be mailed. Addenda will also be posted to the website. Please check back on the website for addendums before submitting your bid to the Town. Bidders may not be notified individually of Addendums.

## **1.6 BID DEPOSITS AND BONDS – Not Applicable**

## **1.7 MINIMUM WAGE RATES – Not Applicable**

## **1.8 PAYMENT AND DISCOUNT TERMS, ADJUSTMENTS FOR INCOMPLETE OR UNACCEPTABLE WORK**

Payment terms for the Town of Ayer are net 30 days. The unit bid price shall be the basis for payment for purchased items or services. Payment shall be based on the items or services purchased. Invoicing may be performed after delivery, work has been completed, or monthly, for items or services that have been fulfilled.

Invoices are to itemize charges for labor, equipment, and supplies. The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Pre-payment is NOT allowed. Invoices must include the Town's purchase order number. The Purchase Order number will change with each fiscal year.

Invoices for additional services must include the date and times of the work, the type of the services performed, the number of hours or units to be charged, and the name of the person who authorized the work. They are to be sent in duplicate directly to the Town's designee for processing and are not to be included on the regular monthly invoice.

### **Adjustments for Incomplete or Unacceptable Work**

The Town reserves the right to withhold payment for incomplete or unacceptable work, as outlined in this IFB. The Town shall provide notice of any work that is deemed to be incomplete or unacceptable, for which the Vendor shall rectify that condition to the satisfaction of Town. The Town will also reduce the bill for any services deemed unsatisfactory. At no time will penalty assessment be recoverable by the Vendor.

The Vendor shall take all proper precautions to protect Town and private property from damage and/or loss. Should any damage to, and/or loss of, property be caused by the Vendor, the Vendor will be required to make repairs and/or restitution immediately at its expense.

## **1.9 BID MODIFICATIONS OR WITHDRAWALS**

Bids may be corrected, modified, or withdrawn prior to the submission deadline; requests to do so must be received in writing to the Town Manager. After the submission deadline, bids may not be changed. Minor mistakes may be waived by the Town.

## **1.10 PREMATURE OPENING OF A BID**

The Town will not be responsible for the premature opening of any bid not properly identified. The Town may reject bids which are incomplete, not properly endorsed, or signed, or which otherwise are contrary to these instructions.

## **1.11 – UNEXPECTED CLOSURE OR DELAYS**

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other the deadline will be postponed until **11:00 a.m.** on the next normal business day. Bids will be accepted at the same location until that date and time.

## **1.12 – LATE SUBMISSIONS**

The Town assumes no responsibility for late submissions due to mail, courier, or delivery problems. LATE BIDS WILL NOT BE CONSIDERED.

## **1.13 - REJECTION OF BIDS**

The bid must satisfy all the requirements in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the bid unless the Town determines that such failure constitutes a minor informality that can be corrected without prejudice to other Bidders. A bid may be rejected if the Bidder:

- Fails to adhere to one or more of the provisions established in the bid package;
- Fails to submit its bid by the time or in the format specified herein or to supply the minimum information requested herein;
- Fails to submit its bid to the required address on or before the specified submission deadline;
- Misrepresents its service or provides demonstrably false information in its bid, or fails to provide material information.



#### **1.14 – TAXES**

Purchases made by the Town are exempt from the payment of all Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid prices. If requested, the Town will provide the awarded bidder with a copy of the Certificate of Exemption.

#### **1.15 – PUBLIC RECORDS**

Under the Massachusetts General Laws, the Town cannot assure the confidentiality of any materials or information that may be submitted by a vendor in response to this Bid. Thus vendors who choose to submit confidential information do so at their own risk. All bids or other materials submitted by the vendor in response to this Bid will be open for inspection by any person and in accordance with Massachusetts General Laws, Chapter 66 (Public Records Law). Any statements reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded. Unless specifically addressed by statute, the Town may charge twenty cents (\$0.20) per page for photocopies, twenty-five cents (\$0.25) per page for microfilm copies and fifty cents (\$0.50) per page for computer printouts. The Town may charge the actual cost of reproducing a copy of a record that is not susceptible to ordinary means of reproduction, such as large computer records or over-sized plans. The Town may charge and recover a fee for the time an employee spends searching, redacting, photocopying and re-filing a record. The Town will provide a written, good faith estimate of the applicable copying, search time and segregation time fees to be incurred prior to complying with a public records request where the total costs are estimated to exceed ten dollars (\$10.00).

All proposals, materials, drawings, plans, etc. shall become the property of the Town and may be considered under the Public Records Law public information.

#### **1.16 – CONFLICT OF INTEREST**

By execution of a contract with the Town of Ayer, the Bidder acknowledges that the Town of Ayer is a municipality for the purposes of Massachusetts General Laws, Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the contractor based on said statute.

#### **1.17 – OTHER NOTICES**

The consideration of all bids and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.

The Bidder shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws, Chapter 151B).

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful Bidder may receive or award as a result of this contract.

Any services provided by the Bidder shall be rendered through a professional services contract; the Bidder will not be considered an employee of the Town and will not receive any benefits of an employee.

The Bidder shall comply with Massachusetts General Laws, Chapter 66A if the Bidder becomes a "holder" of "personal data". The Bidder shall also protect the physical security and restrict any access to personal or other Town data in the Bidder's possession, or used by the Bidder in the performance of the Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

#### **1.18 – PRE-BID CONFERENCE**

Refer to Procurement in Brief for details, if any.

#### **1.19 – TIE BID**

In the event that there is a **tie bid** between two (2) responsive and responsible bidders, the award of the contract will be determined by a coin toss. The bidder's whose submission was received earliest shall be assigned "Heads" in the coin toss. In the event that there is a **tie bid** with three (3) or more responsive and responsible bidders, the award shall be made by a draw by lot limited to those bidders. The coin toss/draw by lot shall be scheduled within two (2) business days from when it was determined by the Town to be a tie bid. The bidders involved shall be given an opportunity to attend. The coin toss/drawing shall be witnessed by at least three (3) Town officials. The tie breaker event shall be held at the Ayer Town Hall during regular business hours.

#### **1.20 – CONTRACT AWARD**

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities. The contract will be awarded to the responsive and responsible bidder offering the lowest price for year one of the bid. There will be only one contract awarded under this bid.

The Town herein declares its express purpose not to award the contract to any Bidder unable to furnish evidence, satisfactory to the Town, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. If requested, any Bidder may be required to demonstrate financial stability satisfactory to the Town.

The Board of Selectmen are the awarding authority for the contract. Award, payment and performance obligations shall depend on the availability and appropriation of funds.

The Town reserves a period up to ninety (90) calendar days following the opening of the

bids in which to evaluate and award the contract.

Upon bidder selection, the Town of Ayer will mail or email the contract to be executed by the Bidder, who will return the required number of copies with the required insurances and bonds. The Town of Ayer will then counter-sign the contracts and will return one complete contract to the Bidder. Unless otherwise noted by the Town, the terms and conditions contained therein are not negotiable.

## **1.21 – SUBMISSION**

### **REQUIREMENTS**

1. The bid is to be submitted and addressed as follows: Department of Public Works, 25 Brook Street, Ayer, Massachusetts, 01432.
2. The bid is to be clearly marked: IFB 17DPW13, Water Division Valve Maintenance Trailer
3. Bidder should acknowledge all addenda related to this IFB, if any. Failure to receive or acknowledge any addenda does not relieve the bidder of any changes, conditions, quantities, methods, requirements that may result by the issuance of the addenda. Bidders are encouraged to check the Town's website [www.Ayer.ma.us](http://www.Ayer.ma.us) for addenda before submitting your bid to the Town.
4. Bidder must submit a completed **Bidder Information Response** form with the contact information and questions answered.
5. Bidder must submit a completed **Bid Form** or an exact copy, signed by an individual authorized to negotiate for and contractually bind the Bidder. All prices must be reflective of all costs for delivery. No price adjustments will be allowed. Fuel surcharges or vehicle surcharges or adjustments will not be allowed.
6. Bidder must provide the required number of references. For each, provide the following: a contact person and title, customer's name, address, telephone number, email, and a brief description of the actual services provided (sample format included in bid package). Do not use the names of relatives or Town Employees as references. Do not use any previous Town contracts as a source of project reference information. You may use previous Town contracts as a record of your experience only. The Town has provided a Professional References Form (attached) that the bidder may use but is not required to use this form; however, the Bidder is required to provide in whatever format at least the requested information that is stated on the Professional Reference Form. If any of the requested information is not available, the bidder is to disclose this fact and why.
7. A signed **Certificate of Good Faith**;
8. A completed **Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue;

9. A completed **Certificate of Authority** (attached) or **Corporate Resolution**; if applicable;
10. Bids must be received and time stamped no later than the deadline stated in the **Procurement in Brief** (Where and When Bids are Due). LATE BIDS WILL NOT BE CONSIDERED.
11. A **Bid Bond** NOT required.
12. Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Bidder

**The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.**

**SECTION 00900**  
**TECHNICAL SPECIFICATIONS**  
**WATER VALVE MAINTENANCE TRAILER**

1. SCOPE OF SERVICES

- a. Under this specification, the Contractor shall supply and deliver a valve maintenance trailer and associated accessories to the Ayer Department of Public Works- Water Division, 99 Barnum Road, Ayer, MA 01432.
- b. The Town of Ayer is exempt from paying sales tax. The exemption number will be provided to the successful bidder.
- c. The specifications are based on E.H. Wachs Company -Standard LX (Gas) – VMT. Or Equal products will be considered if they have the same features, specifications and performance.

2. ITEM 1-Standard Single Turner Valve Maintenance Trailer

- a. The trailer shall include the following items at a minimum.

- 1. Frame - Frame shall be a 7,000 LB GVWR trailer with single axle, and independent torsion wheel suspension with electric brakes. All structural steel construction (no tubing) with metal deck. Tongue weight is 850 LB dry (without options).
- 2. Lighting - Lighting shall be DOT approved LED lighting with Weather Pack environmentally sealed connectors.
- 3. Finish. Trailer shall be solvent washed and phosphoric etched. All seams are caulked then two part urethane paint (Color white/black) applied. A durable plastic bed lining product shall be applied to the trailer deck and fender fronts.
- 4. Hitch shall be pintle type complete with safety chains.
- 5. Safety Compliance. Trailer shall be manufactured to comply with National Association of Trailer Manufacturers (NATM) guidelines. Trailers shall meet Federal Motor Vehicle Safety Standards and recommended industry practices.

- b. Accessories

- 1. Job Box. Heavy duty, locking, polished diamond plate aluminum job box shall be provided. Box shall be 24" x 18"x 18".
- 2. Service Lighting. Programmable arrow board including eight (8) function control box with eight (8) individual segments and two (2) mounted halogen swiveling work lights shall be provided.
- 3. Bluetooth Tether. A secure Bluetooth connection shall be provided such

that the valve exercising machine may be wirelessly controlled.

4. Hydraulic Hose Reel. Package shall include fifty feet (50') of spring rewind hose reel for auxiliary hydraulic power. Hose shall feature quick disconnects.
- e. Spoils - Rear Discharge (Pump Specification under Power Pack)
1. Debris Holding Tank. Tank shall have a 350 gallon holding capacity. Tank shall have a top hinged full opening dump door with twin hydraulic remote operation door latches, sure seal square gasket, vacuum break valve, 6" mechanical ball shut-off, and 3" dump valve.
  2. Filtration. Staged filtration consisting of a heavy material drop out debris tank and a self-contained multi-stage filter canister with a 10 micron polyester reusable cartridge. All filters washable and reusable.
  3. Dumping. Dumping shall be via a twin cylinder, electric over hydraulic dump system, powered by Monarch HPU. The slide and tip system moves the tank out before tilting to clear the truck/trailer bed for dumping, then lifts to 55 degrees to drop debris.
  4. Hose and Wands. Provide twenty feet (20') of three inch (3") suction hose with a 2 1/2", 1 1/4" and 7/8" steel suction wands. Steel suction wands shall be eight feet (8') long.
- f. Pressure Washer (Pump Specification under Power Pack)
1. Water Tank. Water tank shall be capable of holding 95 gallons of clean water. Tank shall fill utilizing an eight inch (8") fill neck.
  2. Hose and Wands. Package shall include fifty feet (50') of spring rewind hose reel. Hose shall feature quick disconnects. Two wands shall be included – one with a zero degree nozzle for digging and one with a 45 degree fan wash down.
- g. Power Pack
1. Engine. Kohler 27 HP Gasoline engine, Command Pro27. Engine shall be overhead cam air cooled. A ten (10) gallon fuel reservoir shall be included.  
**ADD ALTERNATE** – Kubota 1.1 L, I-3 4 stroke, IDI diesel engine EPA Tier 4F & EU Stage 111A emission compliant.
  2. Breaker. 45 pound hydraulic breaker with EZ Ride Foot and 1-1/8" hex bit capacity. Breaker to operate from any HTMA Class 2 hydraulic circuit and must produce minimum of 1,800 blows per minute. Provide three (3) breaker bits.
  3. Breaker Mount. Breaker mount shall be installed on valve maintenance trailer. Includes breaker mount and breaker lock.
  4. Controls. Digital tachometer, engine hour meter, volt meter, vacuum

gauge, spoils dump switch, spoils door switch, water/vacuum selector switch, arrow board control and service light switch.

5. Vacuum Pump. Clutch operated, dual belt drive, positive displacement rotary lobe (Roots Type) blower. Vacuum performance of 500 CFM @ 11 inches Hg to produce conveying velocity ratings of 10,185 FPM through 3" hose.
6. Pressure Washer Pump. Clutch operated, dual belt drive, 2.5 GPM@3,000 PSI pump. 3 gallon antifreeze tank with two position selector valve.
7. Hydraulic System. Direct coupled pump rated at 8 GPM @ 1,800 PST continuous duty. 10 gallon hydraulic reservoir with thermostatic controlled fan cooled heat exchanger. Instrumentation includes an oil level gauge, temperature gauge, pressure gauge and selector valve switching to a HTMA class II auxiliary hydraulic circuit.

h. Valve Exercising Equipment

1. ERV-750. Shall include articulating arm, automated valve operator utilizing patented intelligent automation to control torque, direction and turns. Twin arms (one telescoping) shall provide thirteen feet (13) reach over 270 degrees of free rotation while hydraulic disk brakes safely secure exerciser capable of 750 FT-LB of torque. Shall be constructed of 3" square steel tube and shall be powder coated. Light weight telescoping valve key shall also be included.
  2. Valve Machine Intelligent Automation. To include "No assumption" automation technology to turn valves following AWWA recommended procedures. Machine to follow path of least resistance using program and sensors to stop rotation and reverse in half turn increments at minimum torque required.
  3. HC-100. PDA style handheld controller to operate and collect data for ERV-750 style valve exercisers. Handheld controller shall have built in GPS, shall be water resistant, have a touch screen and meet military specifications.
  4. Data Management. Fully compatible with VITALS or InfraMap with VITALS software packages to enable full data logging and synchronization between handheld and desktop GIS. Allows importing of existing data labels and categories with user defined fields. Software shall be included.
- i. Operations Manuals shall be provided for each piece of equipment. A spare parts list shall be provided for each piece of equipment.
- J. Equipment shall include one (1) four (4) hour day of manufacturer's training on the equipment for the Water District. Training to occur within one week of delivery, date to be determined by DPW.

k. Warranty shall be included for the Valve Maintenance Trailer and Associated

Equipment. Warranty shall not begin prior to delivery. Warranty shall include:

1. 1 year Warranty. Warrants that all parts and equipment shall be free from defects in material and workmanship under normal use and service for a period of 1 year from ship date. Obligation under this warranty shall be limited to the repair or replacement of any parts or equipment that, upon examination shall be deemed defective. Shall assign manufacturer warranties for parts and equipment manufactured by others, such as motors, engines, tires, etc. Purchaser shall use parts or equipment according to the directions or operating manual furnished. Any failure by the purchaser to properly use the parts or equipment shall absolve all warranty liabilities and obligations hereunder.
2. Warranty Limitations. Warranties do not extend to normal wear and maintenance, or to any parts or equipment subjected to misuse, neglect, accident, improper maintenance, altered or modified. No person, agent, distributor, dealer service station or company is authorized to change, modify, or extend the terms of these warranties in any manner whatsoever. The repair warranty is limited to the items replaced at the time of repair.
3. 2 Year Manufacturer's Warranty on the Kohler Engine. Warrants that all parts and equipment shall be free from defects in material and workmanship under normal use and service for a period of 2 years from ship date. Obligation under this warranty shall be limited to the repair or replacement of any parts or equipment that, upon examination shall be deemed defective. Shall assign manufacturer warranties for parts and equipment manufactured by others, such as motors, engines, tires, etc. Purchaser shall use parts or equipment according to the directions or operating manual furnished. Any failure by the purchaser to properly use the parts or equipment shall absolve all warranty liabilities and obligations hereunder.

3. ITEM 2 -ADD ALTERNATE –Diesel Engine

1. Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine EPA Tier 4F & EU Stage IIIA emission compliant

**\*\*END OF SPECIFICATION\*\***



**Bidder Information Response**  
**Water Division Valve**  
**Maintenance Trailer 17DPW13**

Legal Name of the Bidder: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

City State Zip: \_\_\_\_\_

Company Web Address: \_\_\_\_\_

Company Telephone: \_\_\_\_\_ Company Fax number: \_\_\_\_\_

State of Incorporation (Date): \_\_\_\_\_

If the bidder is a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address.

**Company Contacts - Required**

**Individual submitting the bid (this is the individual who should sign the Certificate of Good Faith):**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax number: \_\_\_\_\_

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

**Individual to be contacted about the bid (if different from the individual submitting the bid):**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax number: \_\_\_\_\_

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

Best Times to Contact: \_\_\_\_\_

**Individual authorized to contractually bind the company** (This will be the individual whose name and title will appear in the contract documents and will execute the contract if the contract is awarded to the company):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax number: \_\_\_\_\_

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

Best Times to Contact: \_\_\_\_\_

### **CERTIFICATE OF GOOD FAITH**

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
Signature of individual submitting the bid or proposal

\_\_\_\_\_  
Individual Full Name (Print/Type)

\_\_\_\_\_  
Name of Business (Print/Type)

\_\_\_\_\_  
(Date)

#### **Two Witnesses or Notary**

\_\_\_\_\_  
Witness One Signature

\_\_\_\_\_  
Witness Two Signature

\_\_\_\_\_  
Witness One Full Name (Print/Type)

\_\_\_\_\_  
Witness Two Full Name (Print/Type)

\_\_\_\_\_  
Witness One Primary Address

\_\_\_\_\_  
Witness Two Primary Address

**OR**

Commonwealth of Massachusetts

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 , before me, the undersigned notary public, personally appeared \_\_\_\_\_ (name of document signer), proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

☐ as partner for \_\_\_\_\_, a partnership.

☐ as \_\_\_\_\_ for \_\_\_\_\_, a corporation.

☐ as attorney in fact for \_\_\_\_\_, the principal.

☐ as \_\_\_\_\_ for \_\_\_\_\_, (a) (the) \_\_\_\_\_.

\_\_\_\_\_  
(official signature and seal of notary)

My commission expires: \_\_\_\_\_

This form must be completed and filed with bid submission

**CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS**

Certificate of Good Standing issued by the Massachusetts Department of Revenue dated no earlier than 90 days before the bid submission deadline may be submitted in place of this certificate.

Pursuant to Massachusetts General Laws, chapter 62C, section 49A, the undersigned acting on behalf of the Bidder\*, certify under the penalties of perjury that to my best knowledge and belief, the Bidder\* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and Bidders, and withholding and remitting child support.

**Individual**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please type or print)

\_\_\_\_\_  
Social Security Number

**Corporate**

\_\_\_\_\_  
Corporate Name (please type or print)

\_\_\_\_\_  
Signature of Corporate Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Corporate Officer (please type or print)

\_\_\_\_\_  
Title (please type or print)

\_\_\_\_\_  
Taxpayer Identification Number

*\* As used in this certification, the word "Bidder" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals*

This Form or Certificate of Good Standing issued by the Massachusetts  
Department of Revenue is to be filed with the bid submission.

**CERTIFICATE OF AUTHORITY**

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(Insert full name of Corporation)

2. corporation, and that \_\_\_\_\_  
(Insert the name of officer who signed the **contract and bonds**)

3. is the duly elected \_\_\_\_\_  
(Insert the title of the officer in line 2)

4. of said corporation, and that on \_\_\_\_\_  
(The date must be **ON OR BEFORE** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ AFFIX CORPORATE  
(Signature of **Clerk or Secretary**)\* SEAL HERE

7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*

8. Date: \_\_\_\_\_  
(Insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds**.)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

**Bid Price Form**

**Water Division Valve Maintenance Trailer 17DPW13**

The Bid Form or an exact copy is to be signed by the individual authorized to negotiate for and contractually bind the Bidder. Failure to fully complete the form, provide the requested information, or make any alterations may be considered a conditional bid. Conditional bids will be rejected.

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheets if needed. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

The bidder agrees with submission of this bid that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first.

Item No.	Item	Quant.	Units	Total Price in Words	Total Price \$#.##
1.	Standard Gas Engine LX Single Turner Valve Maintenance Trailer	1	EA		
2.	Add Alternate Item: Kubota 1.1 L Diesel Engine	1	EA		

Bidder / Company Name: \_\_\_\_\_

Bidder Acknowledges Addenda#: \_\_\_\_\_

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

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