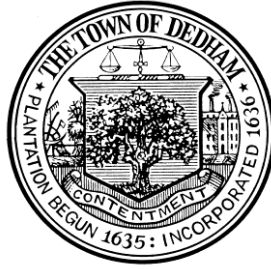


Town of Dedham
Rana Mana-Doerfer
Director of Procurement



Department of Public Works
55 River Street
Dedham, MA 02026
FAX (781) 751-9159
Website: www.dedham-ma.gov

Purchase and Delivery of Granite

Invitation for Bid

20230013

Release Date	Monday April 3rd, 2023
Pre-Bid Conference	No
Deadline for Questions	Thursday April 13th, 2023 @ 12:00 PM
Bids Due	Thursday April 20th, 2023 @ 11:00 AM

Procurement Overview

Primary Contact (bid questions)	Rana Mana-Doerfer, Director of Procurement 781-751-9105
Contract Manager	Joseph M. Flanagan, Director of Public Works
Bid Package Available	Monday April 3 rd , 2023 Information and details of bidding requirements may be obtained at the Town Manager's Office, 450 Washington St, Dedham, MA 02026, 3 rd floor for a \$50 non-refundable fee, or online at the Town's Website for FREE
Pre-Bid Meeting	None for this procurement
Bid Deposit	5% bid deposit is required as part of bid
Deadline for Written Questions	Thursday April 13 th , 2023 @ 12:00 PM By Mail: 450 Washington St, Dedham, MA, 02026. Attn: Rana Mana-Doerfer By Email: procurement@dedham-ma.gov All Question Will be Answered in a formal addendum
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be posted on the Town's Webpage and emailed to all bidders on our recorded bidders list.
When and Where Bids are Due	Thursday April 20 th , 2023 @ 11:00 AM. Town Hall, 450 Washington St, Dedham, MA 02026.
Bid Opening	Thursday April 20 th , 2023 @ 11:00 AM. Dedham Town Hall, Room 305, 3 rd Floor
Number of Required Copies	One (1) original, Two (2) copies, and One (1) USB copy. Four (4) total
Contract Award	Award will be made within 90 business days upon Town Manager and Town Counsel Approval and Signature
Contract Length	This Agreement shall be for a term commencing upon execution of agreement and ending December 31 st , 2023. This agreement may be renewed or extended for up to 2 years, in one-year terms, at the sole discretion of the Town.
Upon Award of Contract	
Payment Bond	50% payment bond
Performance Bond	Not required
Insurance Refer to Contract Terms	Insurance Refer to Contract Terms

LEGAL NOTICE TOWN OF DEDHAM INVITATION FOR BIDS

(Advertised in the Dedham Times issue of Friday March 31st, 2023)

(Advertised in Central Register Wednesday March 29th, 2023)

(Advertised in COMMBUYS Monday April 3rd, 2023)

Town of Dedham
Invitation for Bid
Purchase and Delivery of Granite
20230013

The Town of Dedham is accepting Sealed bids for the purchase and delivery of granite. Copies of the Invitation for Bid (IFB) package will be available beginning Monday April 3rd, 2023 online at the Town's web site <https://www.dedham-ma.gov/discover-dedham/bids-list> and will be available until submission deadline.

Please refer to the IFB for additional information. Sealed bids must be submitted no later than 11:00 AM Thursday, April 20th, 2023 attn: Rana Mana-Doerfer, Director of Procurement, Town Manager's Office- 3rd floor, 450 Washington St, Dedham, MA 02026

LATE BIDS WILL NOT BE CONSIDERED.

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.

Leon I. Goodwin
Town Manager
March 29th, 2023

SECTION 1: INTRODUCTION

INTRODUCTION

All bids for this project are subject to applicable public bidding laws of Massachusetts, including G.L. c. 30, §39M as amended. The Town of Dedham, through its Town Manager, acting as the Town's Chief Procurement Officer, is issuing an Invitation for Bid ("IFB") for the Purchase & Delivery of Granite.

This Agreement shall be for a term commencing upon execution of agreement and ending December 31st, 2023. This agreement may be renewed or extended for up to 2 years, in one-year terms, at the sole discretion of the Town.

ANTICIPATED IFB TIMETABLE

IFB issued	Monday April 3 rd , 2023
Deadline for submitting questions	Thursday April 13 th , 2023 @ 12:00 PM
Bids Due	Thursday April 20 th , 2023 @ 11:00 AM
Award of contract	May 2023

Rule for Award: The Town of Dedham will award the resulting contract to the lowest responsible and eligible bidder with the lowest total bid price.

The Town of Dedham reserves the right to reject any or all bids and to waive any minor informalities. The award of this contract is subject to approval by the Town Manager and Town Counsel and is contingent on availability of funds.

SECTION 2.0: GENERAL INSTRUCTIONS AND CONDITIONS

1. Bid Open Date: Pursuant to M.G.L. c. [30 §39M](#) the Town of Dedham seeks bids from qualified vendors to provide various granite products for the Department of Public Works, for a one-year contract period. **Bidder shall submit one (1) original, and two (2) copies, and one (1) USB copy of their bid in a sealed envelope, properly labeled as "20230013 Purchase and Delivery of Granite"**

Bids are due on or before **Thursday, April 20th, 2023 @ 11:00 AM** at the Town Manager's Office. Late bids will not be considered.

2. Time for Award: The Chief Procurement Officer, after a recommendation from the initiating department head, shall review and award, subject to approval of the Town Manager. An award of contract will be made within ninety (90) business days after the bid submission date or as soon as practicable thereafter. The time for award may be extended for up to thirty (30) business days by mutual agreement.

3. Addenda: If any changes are made to this IFB, an addendum will be issued. Addenda will be emailed to all bidders on record as having received the IFB package. If the Town issues any addenda to this IFB, each bidder shall acknowledge on the Price Bid Form the receipt of each addendum, by addendum number.

4. Questions concerning this IFB must ONLY be submitted in writing to Rana Mana-Doerfer, Director of Procurement before **12:00 PM Thursday April 13th, 2023**. Questions may be emailed to procurement@dedham-ma.gov Or mailed to 450 Washington St, Dedham, MA, 02026. Attn: Rana Mana-Doerfer. Written responses will be emailed to all bidders on record as having received the IFB package.

The Town of Dedham has identified a sole point of contact with bidders for the purpose of this IFB. Any attempt to contact any other Town of Dedham employee or to circumvent these procedures in any manner may be grounds for disqualification of the bidder from the procurement process.

5. Modify Bid: All bids received by Dedham in response to this IFB shall be considered "firm". A proposer may correct, modify, or withdraw a bid by sealed written notice clearly marked as a correction, modification or withdrawal and received in the Office of Procurement prior to the time and date set for opening of bids.

6. Withdrawal of Bid: Once a bid is submitted and received by the Town for final consideration and comparison with other bids similarly submitted, the Bidder agrees that they may not and will not withdraw their bid within thirty (30) consecutive days after the actual date of opening bids.

7. Miscalculation of Bid Price: After the bid submission deadline, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived, or the proposer will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid and the proposer will be notified in writing; the proposer may not withdraw the bid. A proposer may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident. Wherever there is a discrepancy between the bid price and the written words, the written word shall prevail. in whole or in part any and all bids, if the Town determines that cancellation or rejection serves the best interests of the Town.

8. Conditional Bid: Bids which are incomplete, conditional, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected.

9. Conflict of Interest: It is prohibited for any bid to be submitted that would constitute a violation of the conflict-of-interest statute, M.G.L. chapter 268A.

10. IFB: This Invitation for Bid (IFB), with all of its terms and conditions, will be part of the contract.

11. Invoices & Reporting: Upon verification that the work has been completed, invoices must be sent to Town of Dedham, Department of Public Works, 55 Rivers St, Dedham MA 02026.

Each bill shall contain a cover sheet listing the broken-out labor and materials cost, and back-up documents including materials costs, and other relevant information. Invoices shall not be processed for payment until the above information is provided in a format acceptable to the Director of Public Works, or designee. Invoices for on-call services must specify the cost of labor, hours worked, and cost of materials for each project. Invoices shall be itemized by units and by location or project.

All invoices submitted in the manner stated above will be processed and forwarded to the Town Accountant for payment upon submission of an invoice and acceptance of the work by the Director of Public Works or their designated agent, provided the equipment, materials, supplies and/or services have been delivered, as directed and accepted by the Town of Dedham.

The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Prepayment is NOT allowed.

To ensure a proper invoice, the invoice must include the following information and/or attached documentation:

- Total number of hours worked (labor)
- Location of services performed: Street Name (e.g. Washington Street, Center Street, etc.) if applicable, location address, Town department/division work was performed for
- Town purchase order number and/or bidder's quote number
- Detailed itemized cost of billing for services performed (labor, materials, supplies and related items)
- Copies of supplier invoices for materials, supplies, consumables, and related materials

Additional copies of invoices and all supporting documentation shall be provided upon request.

Invoices submitted for payment by the Contractor that does not list the above information will be rejected and not paid.

12. Evaluation of Bids: Bids will be evaluated in good faith and bidders are expected to bid in good faith on repairs and/or services that will be charged to the Town in order to successfully complete the repairs as needed. An eligible bidder is a bidder who has submitted a bid that conforms in all respects to the invitation for bids. Determination of a responsible and responsive bidder shall be made in accordance with the requirements of G.L c. 30, sec. 39M.

All bids submitted in response to this IFB will be evaluated in accordance with the provisions established under Massachusetts General Law Chapter 30, sec. 39M. Bidders will be required to adhere to the guidelines established under this statute.

13. Use of Trade Names: The use of a proprietary or trade name in any description of equipment, materials or supplies in this IFB is not intended to restrict this IFB to the manufacturer or proprietor; instead, it is intended only to describe, by convenient reference to familiar products, the features or characteristics required by the Town of Dedham. Further, the use of any trademark in any description of equipment, materials or supplies does not constitute any endorsement of the product by the Town of Dedham.

Any item that is the equivalent, in style, quality dimensions and color, to the brand specified will be acceptable to the Town of Dedham. Items not marked on the cost bid form, as being equivalent shall be evaluated as being the item specified and be ordered as such, if an award is made. The Town of Dedham will be the sole judge as to the fitness of any equivalent item for the purpose intended in this bid.

14. References: Bidders shall provide the Town of Dedham with at least five references from clients of similar scope and size to this IFB. Bidders shall not list the Town of Dedham as a reference.

15. Rule for Award: A contract shall be awarded pursuant to M.G.L. Chapter 30, sec. 39M to the responsible and eligible bidder offering the lowest total bid price.

These specifications are in anticipation of and subject to available funding. All contracts are voided if funds are not available.

In case a party to whom a Contract is awarded shall fail or neglect to provide the required security bonds and execute the Contract within 10 days of the contract award, the Town may determine that the Bidder has abandoned the Contract and may award the contract to the next lowest bidder. THIS CLAUSE WILL BE STRICTLY ENFORCED.

16. Town's Rights: The Town of Dedham reserves the right to seek alternative quotes and execute an agreement, if needed, pursuant to proper procurement statutes for work covered under this IFB.

17. Town of Dedham Standard Contract: These specifications contain a copy of the Town of Dedham Standard Contract that the successful bidder will be required to sign upon notification of contract award. The Town of Dedham Standard Contract must be executed prior to the acceptance of any services.

18. Bid Deposit: Bidders must submit a five percent (5%) bid deposit with their bid. The bid deposit must be in the form of a bid bond issued by a surety company certified to do business in the Commonwealth of Massachusetts; a certified treasurer's or

cashier's check drawn on a responsible bank or trust company payable to the Town of Dedham.

19. Prevailing Wage Requirements: Not Required.

20. Payment & Performance Bond Requirements:

Labor and Materials Bond (Payment Bond)

Pursuant to M.G.L. c. 149, § 29, the Contractor shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town, in an amount of one half of the total Contract price for payment for labor performed or furnished and materials used or employed therein, when the Contract is executed. The payment bond shall be on the form provided by the Town. It is distinctly agreed and understood that any changes made in the drawings and specifications for this work, whether such changes increase or decrease the amount of work required, or any change in the manner or time of payments made by the Owner to the Contractor, shall in no way void, release or affect the liability and surety on the bond given by the Contractor.

A performance bond is not required.

21. DCAMM Certification Requirements: DCAM Certification as a General Contractor for this project is not required.

22. OSHA Requirement: Not Required.

23. General Safety, Licenses, & Performance:

The contractor's personnel working on this project must hold all necessary licenses and permits to perform the work required under this contract as required by the Town of Dedham under the Commonwealth of Massachusetts regulations.

The contractor must submit the names and all qualifying materials of the site supervisor that will be assigned to this project. All work will be done in accordance with applicable industry standards, codes, and regulations, and/or manufacturer's specifications. Contractor is responsible for providing adequate safety measures during work to ensure protection of life and property.

Any Town buildings, grounds and surrounding property damaged by the selected contractor will be restored to its original state, at the cost of the selected contractor. The contractor shall be informed that there is a thirty (30) day cancellation clause in this contract for improper service.

Complaints not rectified within a reasonable length of time from day of notice as determined by the Town may cause the Town to notify the contractor by registered or

certified mail that the contract will be cancelled thirty (30) days from the date of the letter.

Any defective workmanship shown to be caused by improper or faulty installation shall cause the Contractor to correct, repair and/or replace all material and labor at no cost to the Town. The Contractor will warrant that all workmanship shall be first class and shall be performed by persons qualified and licensed in their respective trades. Any additional work that is performed beyond this agreement must be approved by the appropriate Town authority. The absence of approval from the appropriate Town authority will be considered a violation of the contract.

24. Insurance: Insurance Certificates indicating coverage for general liability, property damage, and workers' compensation as outlined in Sample Agreement available online and must include the Town of Dedham as additionally insured (at time of award). The selected bidder shall obtain and maintain during the life of this contract Workers' Compensation Insurance for all employees employed on the site of this project, 20230007, in a manner and to the extent provided by Chapter 152 of the General Laws, and shall provide the Town with written evidence showing compliance with this statute at the time of award. The selected Bidder shall indemnify and save the Town harmless from and against all claims, suits, damages, and outlays resulting from or by reason of loss, damage or injury of or to any person or property, wherever located which shall be caused by any action or operation under this agreement

25. Permits, Fees, and Notices: The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. The Contractor shall coordinate all efforts required to obtain these permits unless otherwise directed in writing by the Town. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, codes, and lawful orders of public authorities bearing on the performance of the Work. The Town will not honor any request for payment of permits.

26. Change Orders: A change order may be issued by the Town of Dedham for changes in the Work within the scope of the Contract, including but not limited to, changes in: (1) the Plans and Specifications; (2) the method or manner of performance of the Work; (3) the Town of Dedham-furnished facilities, equipment, materials, services, or Site; or (4) the schedule for performance of the Work. The Contractor shall immediately perform any change order work that is ordered in writing by the Town.

The Town is not obligated to pay for change orders that are not approved in writing by the Town Manager.

27. Orders: Verbal Orders are not binding on the Town of Dedham and any delivery made or work performed without written order or written Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim. The actual needs of

Town Departments shall govern the actual amount delivered under Contract to be drawn and entered into between the successful bidder and the Town. Purchase Orders issued by the Town to pay for goods or services shall be made part of the contract.

28. Examination of Premises: -RESERVED- Not Applicable.

29. Quality of Workmanship: Fully qualified, skilled personnel must do all work in a thorough workmanlike manner. The Contractor shall be fully qualified to perform repairs and maintenance to all elevator units and related work. The Town of Dedham reserves the right to judge on the quality of workmanship of those bidding based on prior work performed and/or reference checks. Quality of workmanship and references will be a determining factor when awarding this bid.

30. Experience:

- All bidders must furnish proof of a minimum of three (3) continuous years in business.
- All bidders must provide owner contact information for five (5) projects of similar nature and scope completed within the last five (5) years.
- All employees scheduled to work on any Town property must be properly licensed. The Town reserves the right to request license information from all employees performing services on Town property.

31. Laws and Regulations: The Contractor shall comply with all Federal, State and Local Ordinances and Regulations governing the type of work indicated in these specifications.

32. Removal of Debris: The Contractor will remove all debris and dispose of in accordance with all applicable laws, after work is completed

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.

SECTION 2.1: REJECTION OF BIDS

The Town of Dedham reserves the right to reject any and all bids received in response to this IFB. The Town also reserves the right to waive what it may consider minor informalities with bids submitted. A bidder's bid may be rejected if the bidder:

1. Fails to adhere to one or more of the provisions established in this IFB.
2. Fails to submit its bid at the time and in the format specified herein or to supply the minimum information requested.
3. Fails to meet unconditionally or is unable to demonstrate competence to meet the mandatory technical and business specifications required by this IFB.
4. Fails to submit its bid to the required address on or before the deadline date established by the Transmittal Letter.
5. Fails to submit any of the following: Certificate of Authority, Tax Compliance, Non-Collusion, W9, as specified in this IFB.
6. Misrepresents its products or provides demonstrably false information in its bid or fails to provide material information.
7. Fails to sign the Form for General Bid.
8. Fails to submit the required 5% Bid Bond at the time of bid opening.
9. Does not meet some or any of the Quality Requirements as required in this IFB.

SECTION 2.2: FORM AND STRUCTURE OF BID

One complete original and one copy of the bid must be submitted in a sealed envelope and labeled as follows: 20230013- Purchase and Delivery of Granite.

To be considered a complete bid, bidders must include all the following in their submittal.

The bid must be organized in the following manner:

The bid is to be submitted and addressed as follows:

Director of Procurement
Dedham Town Hall
3rd Floor, Suite 322
450 Washington St,
Dedham, MA 02026

The bid is to be clearly marked IFB 20230013- Purchase and Delivery of Granite:

1. Bidder must acknowledge all addenda related to this IFB, if any.
2. Bidder has completed, signed, and enclosed the Bid Form A: Bid Price Form or an exact copy.
3. Bidder has completed, signed, and enclosed the Bid Form B: Bidder Information Response form.
4. Bidder has completed, signed, and enclosed the Bid Form C: Certificate of Compliance with Massachusetts Tax Laws or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
5. Bidder has completed, signed, and enclosed the Bid Form D: Non-Collusion
6. Bidder has completed, signed, and enclosed the Bid Form E: Non-Debarment.
7. Bidder has provided at least five (5) references on the Bid Form G: Professional Reference Form 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).
8. Bidder must submit a completed Bid Form H: Certificate of Authority (attached) or Corporate Resolution; if applicable.
9. Bidder has completed, signed, and enclosed the Bid Form I: Certificate of Good Faith.
10. Bids must be received, and time stamped no later than the deadline stated in the Procurement Schedule (Where and When Bids are Due).
LATE BIDS WILL NOT BE CONSIDERED.
11. A Bid Deposit is 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 at the sole responsibility of the Bidder.
13. Any additional requirements as required in the Scope of Service.

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 3: SPECIFICATIONS FOR THE GRANITE

3.1 Purpose

3.1.1 The purpose of this Invitation for Bids is to select from a pool of qualified vendors, one of which will be chosen to supply the Town of Dedham with Granite products as outlined in section 3.2. All work shall be performed under the direction of the Director of Public Works.

3.2 Scope of Work and Required Services:

1. Top surface of curbstone shall be sawed to an approximately true plane.
2. Back surface of curbstone shall have no projection for a distance of three (3) inches down from the top, which will exceed a batter of four (4) inches in twelve (12) inches.
3. Front face shall be at right angles to the plane of the top and shall be smooth quarry split. Drill holes in exposed part of the face will not be permitted.
4. Front face shall have no projection greater than three quarters (3/4) of an inch or projections greater than one-half (1/2) of an inch measured from the vertical plane of the face for a distance down of eight (8) inches.
5. Ends of all stones shall be square with the planes of the top and the face, and so that when stones are placed end to end as closely as possible, no space more than three-quarters (3/4) of an inch shall show in the joint for the full width of the top or down on the face for eight (8) inches.
6. Curbstones shall measure from seventeen (17) to nineteen (19) inches in depth, with a minimum of four (4) feet, and a minimum width at bottom of five (5) inches for two thirds (2/3) the length of the stone.
7. Type SB Edging - The exposed face shall be smooth quarry split to an approximately true plane having no projections or depressions which will cause over 1 inch to show between a 2 foot straight-edge and the face when the straight-edge is placed as closely as possible on any part of the face.
 - A. If projections on the face are more than that specified they shall be dressed off. The top and bottom lines of the face shall be pitched off to a straight line and shall not show over 1 inch between stone and straightedge when straight-edge is placed along the entire length of the top and bottom lines and when viewed from a direction at right angles to the plane of the face, and for the top line only not over 1 inch when viewed from a direction in the plane of the face. The ends shall be square to the length at the face and so cut that when placed end to end as closely as possible, no space shall show in the joint at the face of over 1 1/2 inches, except that where the edging is to be used on a curve having a radius of

10 feet or less the ends of the stones shall be so cut as to provide a finished joint at the face section of not more than 1/2 inch. The sides shall not be broken under the square more than 4 inches and the side adjacent to the grass shall not project over 1 inch.

- B. All material to be approved by the Director of Public Works under Massachusetts Highway Specifications.
- C. The contractor shall take out and maintain during the life of the contract, Workmen's Compensation Insurance, and Contractors' Property Damage Liability Insurance, Contractors' Liability Insurance shall deliver to the Highway Superintendent proof of the same at the time of the award of the contract or within twenty-four hours thereafter.
- D. All curbing to be delivered as directed by the Department of Public Works personnel, cut to the lengths and radiuses shown on the specifications.
- E. Payment to be made upon completion of project and with the approval of the Director of Public Works.
- F. The bidder shall be owner of granite quarry and producer of granite materials specified in bid documents.
- G. Prices to include delivery as directed by the Director of Public Works.

3.4 Length of Contract, Volume of Work, Emergency Response:

A one (1) year contract term commencing upon signature of the contract through December 31, 2023 with two additional one-year options at the sole discretion of the Town from January 1, 2024 – December 31st, 2024, and January 1, 2025– December 31st, 2025 respectively

The Town reserves the right to request a price quote for services prior to the start of work. Should a price quote be requested, successful bidder(s) shall present price quote for approval and acceptance by the Town's designated representative. All related warranty information or Material Safety and Data Sheet ("MSDS ") information shall be included as part of the any/all price quote package. If not included in the price quote package, no additional costs or fees, including but not limited to, fuel surcharges, freight & handling, travel, etc., shall be assessed or billed to the Town by the bidder.

The frequency and volume of work under this contract will fluctuate throughout the year as work volume and budget allows. The Town retains the right to schedule work as it deems necessary depending on need and funding.

The Town also retains the right to utilize its own workforce to address all aspects of this contract as well as work with additional outside vendors when the Town determines it is in the best interest of the Town.

Section 3.5 Qualification Standards

3.5.1 A Contract WILL ONLY BE AWARDED to a Vendor that meets the minimum requirements of this scope of work. This includes but is not limited to the following:

The Town of Dedham will consider, at a minimum, the following criteria:

- Bidders must have no less than three (3) years' experience in providing granite products to local, state and federal governments.
- Demonstrated experience in the service for which this response is being submitted.
- Responsiveness of this Invitation to Bid specifications and instructions.
- Past performance for and recommendations from other public and private clients.
- Ability to meet response time.
- The Bidder has the necessary staff and equipment to supply and deliver granite.
- Provide a list of references for all related work over the past two years.

Answers to the above questions shall be submitted in a written format and may include any additional information the Bidder wishes to provide but must as a minimum address the above-listed items. A simple statement of qualification will not be sufficient. The Bidder must provide specific examples in sufficient detail for the Owner to determine from the written justification that the above minimum qualifications are satisfied. If the Bidder believes you have examples of work which would be the equivalent of the above qualifications, you may submit them for consideration. The Owner will consider any such submission but reserves the right to reject any that in its opinion are not equivalent. Failure to satisfactorily address each of these issues will result in rejection of the bid at the sole discretion of the Town.

3.5.2 Contract Value

- All bids shall be based on the quantities set forth on the Bid Form. These quantities shall be used as a basis for the comparison of the bidders' proposals, and for determining an estimated annual contract value.
- While the quantities are based on the Town's best estimates of work to be performed during the term of this contract, the Town reserves the right to increase or diminish the amount of any class or portion of the actual work in accordance with its actual requirements without change of price per unit.

- Nothing herein shall be construed as a guarantee of the quantity of work to be performed under this contract and the Contractor will be paid only for work actually performed pursuant to the contract.

3.5.3 General Standards

The Contractor's work shall be done in a competent, professional, proficient manner and performance thereof and all materials and facilities furnished by him shall be to the satisfaction of the Director.

All work areas shall be kept in such a manner so as to cause as little inconvenience as possible to the general public and adjacent property owners. When it is necessary to close pedestrian walks, vehicular traffic lanes or private access roads and drives, the Contractor shall provide personnel. Barricades, warning signs, cones, flags or other means required by governing rules and ordinances, along with notifying the affected property owner or resident. Driveways are not to be blocked with debris at any time.

In the event the Town's Contract Supervisor determines that a police detail is required during the performance of work under this contract, the Town shall arrange for said detail, the cost of which will be borne by the Town. The Town shall have sole discretion to determine when a police detail is required.

The Contractor is required to maintain all work areas in a safe fashion, especially during times when a police detail is not required. The Contractor will set up all necessary caution signs, high visibility flags, traffic cones, etc., at all times while working in the Town.

All wood, brush and debris must be disposed of properly and in compliance with the requirements as pursuant to the provisions contained herein. Any debris left must not block vehicular or pedestrian traffic, and/or access to homes, or other private or public property (except as otherwise directed by the Contract Supervisor).

The Contractor shall carefully protect against damage to all existing trees and plants. The contractor shall be liable for any and all damage to such trees, plants, real property and vehicles, and shall replace, repair, restore or provide for returning the same to their original condition, to the satisfaction of the Contract Supervisor.

3.5.4 Requirements Regarding Private Property

The normal access to a job site shall be along public roadways. Should work require the Contractor to place equipment and/or personnel on private property, the Contractor shall obtain the property owner's permission in writing and shall notify the Contract Supervisor prior to the work. The Contract Supervisor may provide a permission/indemnification form to be used for this purpose.

The Contractor shall be required to deal directly with private citizens with respect to repairing and/or replacing damaged bushes, shrubs, and other damage to private property that may be caused by the Contractor in connection with work performed pursuant to this contract. A report in writing concerning such damage and action taken to correct the damages shall be given to the Director of the Public Works Department if requested by the Director.

The Contractor shall respond to the Director within 24 hours in regard to all complaints of damage to private property alleged to have been caused by work performed by the Contractor. In case of such damage, the Contractor shall be required to make arrangements with the homeowner to remedy the damage. The Contractor shall make or effectuate any such repairs within thirty (30) days of the date of the damage, or within such additional times as agreed in writing between the Contractor and homeowner.

In order to assist the Town in the processing of claims for property damage, the Contractor shall be, at the Town's discretion, required to prepare a written report, on a form to be provided by the Director of Public Works, as to the condition of the tree in each instance when the Contractor removes a tree and/or limb which has damaged private property including automobiles and damage to residential and commercial property.

The Contractor shall provide written reports and respond to requests by the Director related to investigations of claims against the Town for property damage and personal injuries claimed to be caused by incidents of falling trees or limbs including, wherever possible, reports of damage caused by trees that fall during storm conditions.

Employees are not able to answer a question or satisfy a citizen request, then the Contractor shall refer the citizen to the Contract Supervisor as well as contact the Contract Supervisor right away.

SECTION 4: Checklist and Required Forms for Submission

Purchase and Delivery of Granite

20230013

Company Name: _____

- Bidder has provided a cover letter addressing each item under section 3.5, item 3.5.1.
- Bidder has completed, signed, and enclosed the Bid Form A: Bid Price Form or an exact copy.
- Bidder has completed, signed, and enclosed the Bid Form B: Bidder Information Response form.
- Bidder has completed, signed, and enclosed the Bid Form C: Certificate of Compliance with Massachusetts Tax Laws or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
- Bidder has completed, signed, and enclosed the Bid Form D: Non-Collusion
- Bidder has completed, signed, and enclosed the Bid Form E: Non-Debarment.
- Bidder has provided at least five (5) references on the Bid Form F: Professional Reference Form of which at least 3 are governmental units (municipal/county/regional district/state agency/special district).
- If the bid submission is signed by someone other than the Owner/President of the company, a completed Bid Form G: Certificate of Authority of Corporate Resolution for the person who signed the proposal or a valid Corporate Resolution stating the individual has the authority to submit the proposal on behalf of the Company and can bind the Company to the contract if awarded.
- Bidder has completed, signed, and enclosed the Bid Form H: Certificate of Good Faith.
- The Bid Deposit (Bond) enclosed.
- Bidder acknowledged all addenda, if any

Addendum Number 1 dated _____

Addendum Number 2 dated _____

BID FORM A: Bid Sheet
20230013 Purchase and Delivery of Granite

Year One (1)		Date of Award through December 31 st , 2023			
	Item	Unit	Unit Cost	Est. Quantity	Total Cost
1	Granite Curbing VA-4, Straight, 6" wide. Random lengths 4'to 10' long	ft	\$	3500	
2	Granite Curbing Thermal Top, 6" wide X 12" Deep 4 to 10' long	ft	\$	500	
4	Granite Curbing VA-4, Circle, 10' radius and over	Ft	\$	1500	
5	Transition Curb for Wheel Chair Ramp/Straight	Ea	\$	45	
6	Transition Curb for Wheel Chair Ramp/Radius	ea	\$	45	
7	Granite Curb Corners Type A	ea	\$	100	
Total for year one		\$			

BID FORM A: Bid Sheet
20230013 Purchase and Delivery of Granite

Year Two (2)		Date of Award through December 31 st , 2024			
	Item	Unit	Unit Cost	Est. Quantity	Total Cost
1	Granite Curbing VA-4, Straight, 6" wide. Random lengths 4'to 10' long	ft	\$	3500	
2	Granite Curbing Thermal Top, 6" wide X 12" Deep 4 to 10' long	ft	\$	500	
4	Granite Curbing VA-4, Circle, 10' radius and over	Ft	\$	1500	
5	Transition Curb for Wheel Chair Ramp/Straight	Ea	\$	45	
6	Transition Curb for Wheel Chair Ramp/Radius	ea	\$	45	
7	Granite Curb Corners Type A	ea	\$	100	
Total for year two		\$			

BID FORM A: Bid Sheet
20230013 Purchase and Delivery of Granite

Year Three (3)		Date of Award through December 31 st , 2023			
	Item	Unit	Unit Cost	Est. Quantity	Total Cost
1	Granite Curbing VA-4, Straight, 6" wide. Random lengths 4'to 10' long	ft	\$	3500	
2	Granite Curbing Thermal Top, 6" wide X 12" Deep 4 to 10' long	ft	\$	500	
4	Granite Curbing VA-4, Circle, 10' radius and over	Ft	\$	1500	
5	Transition Curb for Wheel Chair Ramp/Straight	Ea	\$	45	
6	Transition Curb for Wheel Chair Ramp/Radius	ea	\$	45	
7	Granite Curb Corners Type A	ea	\$	100	
Total for year three		\$			
Total for all three years		\$			

Bid Form B: Bidder Information Response
Purchase and Delivery of Granite
20230013

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: _____

1. Has the bid been signed by a person legally authorized to commit the Bidder (Company) to the contract, if awarded? Yes No

2. Is the Bidder prepared to provide the insurances as required? Yes No

3. Has the Bidder placed any conditions or restrictions with its bid to the Town which conflict with the

Scope of Services? (If yes, the bid may be deemed conditional.) Yes No

4. Has the Bidder identified any and all exceptions to the Town's specifications and are they included

in the submission? Yes No

5. Is the Bidder prepared to execute the Town's contract, if awarded? Yes No

Signature of the Bidder: _____

Printed Name and Title of Signatory:

Date: _____

Bid Form C: CERTIFICATE OF TAX COMPLIANCE
Purchase and Delivery of Granite
20230013

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for

_____, do hereby certify under the pains and penalties

(Name of Contractor)

of perjury that said contractor has complied with all laws of the Commonwealth of

Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

CONTRACTOR

By: _____
(Signature of Authorized Representative)

Title: _____

Date: _____, 20__

Bid Form D: Certificate of Non-Collusion

Purchase and Delivery of Granite

20230013

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

Bid Form E: Certificate of Non-Debarment

Purchase and Delivery of Granite

20230013

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

Bid Form F: Professional References
Purchase and Delivery of Granite
20230013

Customer: _____
Mailing Address: _____
Period of Service (MM/YYYY): _____ through _____
Is this a Municipal or other Governmental Unit?: Yes No
Project Name: _____
Primary Contact: _____ Title: _____
Telephone: _____ Ext: _____
Email: _____
Customer: _____
Mailing Address: _____
Period of Service (MM/YYYY): _____ through _____
Is this a Municipal or other Governmental Unit?: Yes No
Project Name: _____
Primary Contact: _____ Title: _____
Telephone: _____ Ext: _____
Email: _____

(Make as many copies as necessary. A minimum of 5 references required)

**Bid Form G: Certificate of Authority
Purchase and Delivery of Granite
20230013**

Complete Only If Applicable

**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 _____
(insert a date that is 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 CORPORAT SEAL HERE
(Signature of Clerk or Secretary) ***

**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.**

(Make as many copies as necessary. A minimum of 5 references required)

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ by and between the TOWN of _____, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at _____, Massachusetts, hereinafter referred to as the "TOWN", and _____, a _____ corporation having a usual place of business at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of _____, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

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

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK.** The Work consists of _____, as more fully described in the Contract Documents as defined above.
3. **TERM OF CONTRACT.** This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.
4. **COMPENSATION.**
 - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$_____.
 - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.

- C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.
- D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE.
- A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:
- | | |
|-------------------------------------|----------------------------|
| <u>Commercial General Liability</u> | |
| Bodily Injury Liability | \$1,000,000 per occurrence |
| Property Damage Liability | \$1,000,000 per occurrence |
| (or combined single limit) | \$2,000,000 per occurrence |
|
 | |
| <u>Automobile Liability</u> | |
| Bodily Injury Liability | \$1,000,000 per occurrence |
| Property Damage Liability | \$1,000,000 per occurrence |
| (or combined single limit) | \$2,000,000 per occurrence |

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

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

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

11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said

notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

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

12. **INSPECTION AND REPORTS.** The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Contract in such detail and with such information as the TOWN may request.
13. **ROYALTIES AND PATENTS.** The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. **SUCCESSOR AND ASSIGNS.** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. **COMPLIANCE WITH LAWS.** The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

16. **NOTICE.** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. **SEVERABILITY.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

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

I certify that an appropriation is available in the amount of this Contract.

TOWN OF _____, MA

By its: _____

Town Accountant

Director of Procurement

Approved as to Form:

CONTRACTOR:

Town Counsel

(Signature)

(Name and Title)

DRAFT

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and _____ of _____,
(Surety)

State of _____ hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of _____, Massachusetts, hereinafter called "Owner", in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, for the construction described as follows:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

ATTEST:

		Surety
_____	By	_____
		(Attorney-in-Fact)

		(Address-Zip Code)
_____	(SEAL)	
Witness as to Surety		

(Address-Zip Code)		

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond