

Project Manual for Supply and Deliver New Stoves

Proposal # P-STOVE 072022



SOMERVILLE HOUSING AUTHORITY

30 Memorial Road, Somerville, Massachusetts 02145
Telephone 617/625-1152 Fax 617/623-8581

Honorable Mayor Joseph A. Curtatone

Board of Commissioners

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Eleanor Rances, *Member*
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prepared By:
SOMERVILLE HOUSING AUTHORITY
PURCHASING DEPARTMENT

ADVERTISEMENT
INVITATION FOR BIDS
SHA Job No. P-STOVE072022

The Somerville Housing Authority invites sealed bids from Vendors to supply and deliver stoves to our Somerville, Massachusetts location/s, in accordance with the documents prepared by the Somerville Housing Authority Purchasing Department Job No. **P-STOVE072022**

Description of Work:

Supply and deliver NEW Stoves as needed. Deliver to Somerville, MA address.

Term of contract is 3 years or 1 year if alternate is chosen.

Sealed Bids will be received until 11:00 A.M., on July 26, 2022, and publicly opened forthwith, at the Offices of the Somerville Housing Authority, Somerville, MA 01245.

Bid and Contract Documents will be available for download on Somerville Housing Authority's web site www.sha-web.org, under our bid opportunities tab on July 11th, 11:00 a.m.. Updates and addendums will be posted on website. Bidders are responsible for downloading and including updates, and addendum\ s with their bid. There will be no charge for these documents.

Bids should be sent to Somerville Housing Authority, Purchasing Department, Stove Bid, Attn. Anthony Crespo, 30 Memorial Road, Somerville, MA 02145 no later than the time specified. A mail slot is provided if you would like to drop off.

If you are submitting a bid, you must register with Anthony Crespo by email at Tonyc@sha-web.org and provide contact information including, telephone number, and email. You will receive a reply that your email has been received. Bidders\Contractors are responsible for ensuring that their email and bids are received.

All inquiries regarding this bid shall be directed to the Purchasing Department by email to Tonyc@sha-web.org.

SHA INSTRUCTIONS AND TERMS TO BIDDERS

Section A

1. This bid is for a term contract for a period of 3-years or a 1-year Alternate. Material will be ordered on an as needed basis during the contract term. Quantities shown on the bid form are estimates of the Authority's projected requirements during the contract term. The Authority may purchase any, all, or none of the quantity specified or may increase the quantity specified in accordance with its actual requirements.
2. Bids must remain firm throughout the contract term. No increase in the unit price bid once accepted and awarded will be permitted. No substitution for the brand/model bid once accepted and awarded will be permitted without prior approval of the Authority. If model is discontinued and the SHA approves a new model, the cost of the substituted items/s shall be the same price as the originally quoted item in the bid documents.
3. The Authority will order material in lots of six (6) or more items however; the minimum acceptable order shall be one unit. Vendor will quote additional cost to ship less than six (6) pieces.
4. Prices bid shall be net, FOB destination and include delivery, freight allowed to Somerville Housing Authority, 25 Memorial Road, Somerville, MA, or such other locations within the City of Somerville as directed when orders are placed.
5. Delivery of items ordered will be required within 5 working days after receipt of order.
6. Bidders must address every item on the 3-year and 1-year Alternate Bid Form. If the items are not available or if the contractor does not bid on the 3-year option, the contractor will mark the item with N/A - Not available. The SHA will award the contract first to the lowest responsible bidder for 3 years or the 1-year Alternate, at the SHA's sole discretion. Failure to provide both options may be grounds for rejection of the bid. If not bidding on the- 3 year mark and return the form with N\A.
7. The bidder agrees, if this bid is accepted, that, within ten (10) days from the date of bid opening, to furnish and deliver all items upon which prices are herein quoted in compliance with all terms, conditions and requirements specified in this bid solicitation. The undersigned certifies under penalties of perjury that this bid, or proposal is in all respect bona fide, fair and without collusion or fraud with any other person. By executing this Contract, the Contractor under the pains and penalties of perjury, makes all certifications required by law and certifies that it shall comply with the following requirements: that the Contractor is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, permits and resources for performance; that the Contractor and its subcontractors are not currently debarred; that the Contractor has reviewed the General Conditions for Procurement Contracts (including hyperlinks), Special Conditions for Term Contracts, Bid Form and Technical Specifications, and Instructions to Bidders; that the terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any and all representations, warranties and guarantees made or supplied by the Contractor or its subcontractors.; The Contractor further agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached to this Contract or incorporated by reference herein, including the following requirements: all relevant Massachusetts state and federal laws, regulations, Executive Orders, treaties, the General Conditions for Procurement Contracts, Special Conditions for Term Contracts, Bid Form and Technical Specifications, and Instructions to Bidders, the Request for Proposals (RFP) or solicitation/Invitation for Bids, (IFB) the Contractor's response to the RFP or solicitation (IFB) (if applicable), and any additional stipulated provisions. As used in this certification, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
8. The SHA reserves the right to award each item of the bid separately if it feels that it is in the best interest of the SHA.
9. Failure to examine any specifications, instructions or conditions will be at bidder's risk and will not relieve successful bidder of his /her obligation to fully carry out and implement all provisions of the contract at the price stated on the bid form.
10. Bids must be submitted on the bid forms provided. Forms may be reproduced, as necessary. Bids will not be accepted electronically.

11. Bidders are cautioned to ensure that their bids are complete, correct, and accurate. Clerical errors or irregularities discovered after bid opening is subject to correction only with the concurrence of the Authority and in compliance with applicable State or Federal regulation. Negligence on the part of the bidder in preparing a bid confers no right of withdrawal or modification of said bid after it has been opened.
12. In the case of discrepancy between the unit price and extension, unit price shall prevail. In case of discrepancy between the total price shown on the bid form and the actual sum of the item totals, the actual sum of the item totals shall prevail.
13. The Somerville Housing Authority is exempt from Federal and State Sales and Excise Taxes and prices invoiced must not include those taxes. Exemption certificates will be provided on request.
14. If Bidder is a Corporation, the Corporate Certificate included herein shall be signed, sealed, and returned with the bid. All bidders shall sign and return the W-9 Form, Verification of Taxation Reporting Information also included herein. Failure to submit all required documents may result in rejection of the bid.

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "**Bidder**") by making a bid (hereinafter called "**bid**") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 – CERTIFICATION

- 2.1 By signing the Form for Bid, Bidders certify, under penalty of perjury, that they are not presently debarred from doing work in the Commonwealth of Massachusetts under the provisions of M.G.L. c.149 §29, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated there under.

ARTICLE 3 - REQUESTS FOR INTERPRETATION

- 3.1 Bidders shall promptly notify the Authority of any ambiguity, inconsistency, or error, which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 3.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the Authority. The Authority will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 3.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum, which will become part of the Contract Documents. The Housing Authority will not be held accountable for any oral instructions, interpretations, corrections, or changes.
- 3.4 Addenda\s will be posted by the Authority on SHA web site. www.SHA-web.org. it shall be the contractor's responsibility to request copies of addenda or check website prior to submitting bid and include in bid.
- 3.5 **Contract forms** will be made available on SHA web site. www.SHA-web.org in our Bid Opportunities Tab

ARTICLE 4- PREPARATION AND SUBMISSION OF BIDS

4.1 Forms and Bid Preparation

Bids shall be submitted on the "**Form for General Bid**" furnished at no cost by the Housing Authority. The forms enclosed in the Project Manual can be copied.

- 4.1.1 All entries on the bid form shall be made by typewriter or in ink.
- 4.1.2 Sums shall be expressed in both words and figures in the space indicated on the bid form. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.2 **Bid Deposits Not required:**
- 4.3 **Delivery of Bids**
- 4.3.1 General Bids, shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- General Bid for:
- Somerville Housing Authority, Project Number **P-STOVE072022**
 - Bidders Name and Address
 - Bidders Phone Number, Fax Number, Contact Person and Contact Person email
- 4.3.2 Date and time for receipt of bids is set forth in the Advertisement.
- 4.3.3 Timely delivery of a bid to the location designated shall be the full responsibility of the Bidder.

ARTICLE 5 - WITHDRAWAL OF BIDS

5.1 Before Opening of Bids

- 5.1.1 Any bid may be withdrawn prior to the time designated for receipt of bids upon written request. Withdrawal of bids must be confirmed over the Bidder's signature by written notice post-marked or sent by facsimile on or before the date and time set for receipt of bids.
- 5.1.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

5.2 After Opening of Bids

Bidders may withdraw a bid, without penalty, any time up to the time of Award, and upon demonstrating, to the satisfaction of the Housing Authority, that a bona fide clerical error was made during the preparation of the bid. Failure to conclusively demonstrate a bona fide clerical error may result in forfeiture of the bid deposit.

- 5.3 In the event of a General Bid Withdrawal after Opening of Bids, the Housing Authority shall consider the bid from next lowest eligible and responsible bidder.

ARTICLE 6 – Contract Award

- 6.1 The award of the contract is subject to the approval of the SHA Board of Commissioners. The Owner will award the Contract to the most "lowest responsible and eligible Bidder of 3-year bid or the 1-year alternate bid at the SHA's sole discretion.
- 6.2 The Contract will be for an estimated quantity of stoves at the Bid Unit Price. The actual quantity of stoves purchased may vary. The SHA reserves the right to purchase more than estimated quantities in any given year but shall not exceed the 3-year total amount the contract by more than 25%.
- 6.3 The Owner reserves the right to waive any information in or to reject any or all bids if it is in the public interest to do so.
- 6.4 The Owner reserves the right to reject any Bid if it determines that such Bid does not represent the Bid of a person competent to perform the work as specified or if less than 3 Bids are received.
- 6.5 The term "lowest responsible and eligible Bidder" shall mean the Bidder whose Bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance the work, and who meets the requirements set forth and who shall certify that they are able to furnish labor that can work with all elements of labor employed or to be employed on the Work.

END OF SECTION

GENERAL BID FORM
Assorted Size Stoves, Job No. P-STOVE072022

To The Awarding Authority

The undersigned proposes to furnish all labor and materials required for supply and delivery of New Stoves for the Somerville Housing Authority. Somerville Housing Authority Project No. **P-STOVE072022** in Somerville, Massachusetts in accordance with the Bid supplied by the Somerville Housing Authority Purchasing Department for the contract price specified below. Quantities are subject to additions and deductions according to the terms of the specifications.

- 1) The undersigned acknowledges receipt of Addendum Number (s): _____.
- 2) Unit Prices and extensions (2a, 2b & 2c)
- 3) The undersigned acknowledges receipt of 1 Alternate

2a) Unit Price. Year 1

<u>New White Stoves</u>	<u>Size/Type</u>	<u>Unit Price</u>	<u>Qty</u>	<u>Extendend Total</u>
1. 30"Gas Stove SFK1000P01 or equal	30"Gas w\ elec ign.	\$ _____ per unit	x 40	\$ _____.
2. 30"Gas Stove BFK1000PO1 or equal	30"Gas w\ battery ign.	\$ _____ per unit	x 30	\$ _____.
3. 24"Gas Stove BCK1000P01 or equal	24"Gas w\battery ign.	\$ _____ per unit	x 45	\$ _____.
4. 20"Electric EAK1000P01 or equal	20 Electric w\ elec. ign	\$ _____ per unit	x 40	\$ _____.

2a) Year 1, Total \$ _____

2b) Unit Price. Year 2

<u>New White Stoves</u>	<u>Size/Type</u>	<u>Unit Price</u>	<u>Qty</u>	<u>Extendend Total</u>
1. 30"Gas Stove SFK1000P01 or equal	30"Gas w\ elec ign.	\$ _____ per unit	x 40	\$ _____.
2. 30"Gas Stove BFK1000PO1 or equal	30"Gas w\ battery ign.	\$ _____ per unit	x 30	\$ _____.
3. 24"Gas Stove BCK1000P01 or equal	24"Gas w\battery ign.	\$ _____ per unit	x 45	\$ _____.
4. 20"Electric EAK1000P01 or equal	20 Electric w\ elec. ign	\$ _____ per unit	x 40	\$ _____.

2b) Year 2, Total \$ _____

2c) Unit Price. Year 3

<u>New White Stoves</u>	<u>Size/Type</u>	<u>Unit Price</u>	<u>Qty</u>	<u>Extendend Total</u>
1. 30"Gas Stove SFK1000P01 or equal	30"Gas w\ elec ign.	\$ _____ per unit	x 40	\$ _____.
2. 30"Gas Stove BFK1000PO1 or equal	30"Gas w\ battery ign.	\$ _____ per unit	x 30	\$ _____.
3. 24"Gas Stove BCK1000P01 or equal	24"Gas w\battery ign.	\$ _____ per unit	x 45	\$ _____.
4. 20"Electric EAK1000P01 or equal	20 Electric w\ elec. ign	\$ _____ per unit	x 40	\$ _____.

2c) Year 3, Total \$ _____

Total for three years, (2a- year 1, 2b- year 2 , 2c=year 3) \$ _____.

Total in writing for three years 2a +2b=2c

ALTERNATE 1 YEAR ONLY

3) ALTERNATE 1 YEAR Unit Price.

<u>New White Stoves</u>	<u>Size/Type</u>	<u>Unit Price</u>	<u>Qty</u>	<u>Extendend Total</u>
1. 30"Gas Stove SFK1000P01 or equal	30"Gas w\ elec ign.	\$ _____ per unit	x 40	\$ _____.
2. 30"Gas Stove BFK1000PO1 or equal	30"Gas w\ battery ign.	\$ _____ per unit	X 30	\$ _____.
3. 24"Gas Stove BCK1000P01 or equal	24"Gas w\battery ign.	\$ _____ per unit	x 45	\$ _____.
4. 20"Electric EAK1000P01 or equal	20 Electric w\ elec. ign	\$ _____ per unit	x 40	\$ _____.

3) Alternate 1-Year Total \$ _____

Alternate Total for one-year \$ _____.

Total in writing for Alternate 1- year

- 4) The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all the other elements of labor employed or to be employed on the work and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c30B
- 5) The undersigned further 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. The undersigned further certifies under the penalty of perjury that the undersigned is not debarred from doing business with 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 other rule or regulation promulgated thereunder.

Date : _____

By _____
Signature & Title of person authorized to sign the Bid

Note: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal. If a partnership, give full name and residential addresses if Address different from business address.

Company Name

CERTIFICATE OF VOTE OF AUTHORIZATION

_____, 2022

I hereby certify that a meeting of the Board of Directors of the:

Name of Corporation

duly called and held at _____ on the _____ day of _____, 2022,
City or Town

at which a quorum was present and acting, it was voted that

_____ of the
Name of Corporate Officer

_____, be and hereby is authorized to execute and deliver for
Name of Corporation

and on behalf of the Corporation a Contract with the Somerville Housing Authority, for work to be done at State-Aided /Federal Aided Housing Projects No. P-STOVE072022 in the City/Town of Somerville, and to act as Principal to execute Contract presented to and made a part of the records of said meeting.

I further certify that _____ is
Name of Corporate Officer

duly qualified and acting _____ of the Corporation and that
Title

said vote has not been repealed, rescinded, or amended

A true copy of the record,

ATTEST:

(CORPORATE SEAL)

SUBSCRIBED AND SWORN TO THIS _____ DAY OF _____ BEFORE ME.

_____ Notary Public

My Commission Expires _____

GENERAL REQUIREMENTS

General Scope of the Work

The work of the Contract consists of Supplying and delivery of assorted sized, new stoves. Delivery will be to the Somerville Housing Authority in Somerville, MA address.

- Work included in these specifications unless, specifically indicated not to be done.
- Work outside the Project Site as required for the performance of the Work.

Time of Completion

The work shall be commenced and end at the time stated in the Owner's Notice to Proceed. Three or one year/s.

Selection Criteria

In addition to any provisions of the Invitation for Bids, the vendor will be selected based on the lowest base bid and upon demonstrating successful completion of the following criteria:

- Must meet criteria within bid documents
- Must have been awarded contracts to or greater than the size and type of this project.
- Must have been in business at least 5 years.

Coordination of Work

The Vendor will supply labor to deliver and unload the stoves to designated areas. The Vendor must provide the stoves to the Somerville Housing Authority purchasing department within Three to Five (3-5) business days of a purchase order being released. Delivery shall be during the working hours of 8:00 p.m. –3:30 p.m. Monday through Friday excluding holidays and weekends. Delivery may be refused at Vendor's expense if, this requirement is not met.

Samples and Submittals

The Vendor shall provide samples and submittal of manufacturer's literature for the Owner's approval prior to delivery and acceptance of order. The vendor shall have five business days from request date to provide sample. If the first sample is not accepted, the Authority shall have the choice to refuse submitted sample and ask for a new sample that shall be submitted within Five (5) business days or request a sample from the next lowest responsible bidder at the Authority's discretion.

Brand Name or Equal

Unless otherwise specified in this IFB, any reference to a particular trademark, trade name, patent, design, type, specification, producer, or supplier is not intended to restrict this IFB to any manufacturer or proprietor or to constitute an endorsement of any commodity or service. The Owner may consider clearly identified offers of substantially equivalent commodities and services submitted in response to such reference.

Width & Height

Due to the areas of where these items will be placed, the SHA will restrict size of the items. This is not intended to limit or restrict a bidder from bidding with a substituted item/s, but to ensure that the SHA receives a one size fits all solution for the placement of the specific size appliances in multiple buildings.

Special Requirement

- The contractor shall pay special attention to the placement of the pressure regulator. Due to the age of the buildings the placement of the regulator in the gas stove shall be located as on the top of the stove and easily accessible by removing the stove top.
- The back of gas stoves will be incurved providing room for gas feed and allowing stoves to be pushed back against the wall. This requirement is necessary due to the location of the gas pipe connections in our buildings. Incurve minimum 31/2" space.

Payment

The Authority will pay the Contractor 36 monthly installments for all services performed and supplied within the terms of this contract. Twelve (12) months if alternate is chosen. The amount of payment will be the number of appliances delivered and accepted as per the terms of the bid Unit Price.

The Somerville Housing Authority hereinafter referred to as the "Authority" and or "Owner, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order or contract resulting therefrom.

1. Award

- 1.1 The Authority reserves the right to accept or reject any or all bids or portion thereof and to waive informalities or minor irregularities in bids received where such acceptance, rejection, or waiver is deemed to be in the best interest of the Authority.
- 1.2 The contract will be awarded to the responsive, responsible bidder whose quote best serves the interest of the Authority with price, qualification, and competence considered, including any proposed revisions. A responsive bidder is one who conforms in all aspects to the invitation for bids. A responsible bidder is one who has the capability to perform fully the contract requirements and the integrity and ability which assures good faith performance.
- 1.3 To determine resources, ability and integrity, elements considered may include but not be limited to whether the bidder a) maintains a permanent place of business, b) has adequate plant and equipment to do the work properly and expeditiously, c) has a suitable financial status to meet its obligations under the contract and, d) has appropriate technical experience. The Authority reserves the right to request additional information from any bidder in order to evaluate his/her resources, ability and integrity.
- 1.4 The Authority reserves the right to reject any bid where the information submitted by the bidder does not satisfy the Authority that the bidder is qualified to carry out the details of the contract.
- 1.5 An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid results in a binding contract without further action by either party. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the Commonwealth of Massachusetts.

2. Specifications

- 2.1 All specifications included as a part of this Invitation to Bid are designed to set forth the level of quality and performance desired by the Authority, and are intended to be descriptive, not restrictive. Whenever any article, material, or equipment is described by use of a product or brand name, or by using the name of a manufacturer or vendor, the use of same is for informative purposes only, and the term "or equal" if not inserted, is implied.
- 2.2 Bidders may submit offers on items they deem to be equal or superior in quality and performance to the specifications set forth. However, such offers must designate the manufacturer, brand or trade name, and model number of the items offered, and be accompanied by descriptive material in the form of literature, catalog cuts and specifications fully describing the items proposed, and detailing any deviations from the specification established by the Authority. Failure to provide this information will be at bidder's risk and may be cause for rejection of the items offered.
- 2.3 The Authority reserves the right to require such additional information, samples and if practicable, demonstration of items offered, as may be necessary to allow a full and complete evaluation of all bids. Samples and/or demonstrations will be supplied free of charge to the Authority. Samples will upon request, and if not destroyed by testing, be returned at the bidder's expense.

- 2.4 The responsibility to determine the equivalency of quality and performance of any item offered to the specifications established for this Invitation rests solely with the Authority and its decision shall be final.
- 2.5 In the event any bidder feels the Authority's Invitation to Bid is unfairly restrictive, the matter shall be promptly brought to the attention of the Director of Procurement, immediately upon receipt of the Invitation for Bids, in order that the matter may be fully considered and appropriate action taken by the Authority prior to the time set for closing of bids.
- 2.6 Specifications, photographs and other engineering and manufacturing information, patterns, molds and dies furnished to the Authority shall remain the Authority's property unless otherwise specified, shall be returned upon request or when no longer needed for performance hereunder, shall not be duplicated and shall not be used or divulged for any purpose other than performance hereunder, without written consent of the Authority.

3. Delivery and Remedies for Default

- 3.1 All prices bid are to include delivery to the place designated for reception by the Authority. The Authority will not pay for delivery, drayage, fuel, parcel post, packing, cartage, insurance, license fees or for any other purpose unless expressly included and itemized in the bid.
- 3.2 All prices bid are to be FOB destination. Contractor shall retain title to merchandise until accepted by the Authority at the place designated for delivery. Contractor shall be responsible for filing all claims for damage or loss resulting from shipment and shall provide timely remedy to the Authority for any loss thereby incurred.
- 3.3 All items covered by this contract shall be subject to inspection and acceptance at destination. Any material found to be damaged, as well as broken seals on packages or unmarked packages shall be removed and replaced by the contractor within five days at no cost to the Authority.
- 3.4 In the event any item furnished by the contractor in performance of the contract should fail to comply with the specifications established as a basis for award of the Invitation, the Authority may reject the same, and it shall thereupon become the duty of the contractor to reclaim and remove the same forthwith without expense to the Authority, and immediately to replace all such rejected items with others conforming to said specifications; provided that should the contractor fail, neglect or refuse to do so, the Authority shall thereupon have the right to purchase in the open market, at the then prevailing price, a corresponding quantity of any such items, and to deduct from any monies due or that may thereafter become due to the contractor the difference between the price named in the contract and the actual cost thereof to the Authority. In addition and without limiting any other remedies available to the Authority, the contractor shall be liable for all losses, costs and expenses incurred by the Authority, which result from such compliance.
- 3.5 Acceptance of items at destination shall not relieve the contractor from the obligation to correct any incomplete, inaccurate, or defective deliveries in accordance with these General Conditions.
- 3.6 The time of delivery as set forth herein is an integral part of this Invitation and resulting contract. If contractor fails to make delivery within the time established the Authority may, at its option, declare the contract to be in default, and the bid and resulting contract to be null and void. In such eventuality, the same rights and remedies set forth in paragraph 3.4 shall apply.
- 3.7 Contractors shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing in the customary way because of fire, strike, acts of God, partial or total interruption of, loss or shortage of transportation facilities, lockout, or commandeering of raw materials, products, plants or facilities by the government, providing it is satisfactorily established that the nonperformance is not due to fault or negligence of the party not performing.

4. Warranty

- 4.1 The Contractor warrants (a) that goods, supplies, materials, and equipment covered by this contract conform to the specifications, design, drawings, samples and other descriptions referred to in this contract: (b) that such goods, supplies, materials, and equipment are free from defects in materials and workmanship, patent or latent; and (c) that such goods, supplies, materials and equipment are fit for ordinary purposes for which they are used, and fit for such particular purposes as the contractor has reason to know or should know.

5. Conflict of Interest

- 5.1 No member, officer, or employee of the Authority during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in any property included, or any contract for property, materials, or services to be furnished or used in connection with this contract or the proceeds thereof.

6. Non-Discrimination and Verification of Compliance

- 6.1 The Contractor agrees, and shall require all Sub-Contractors to agree, not to discriminate in connection with the performance of work under this contract against any employee or applicant for employment because of sex, race, religious creed, national origin, or age. The Contractor agrees and shall require all Sub-Contractors to agree, to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination setting forth provisions of the Fair Employment Practice Law of this Commonwealth. The Contractor further agrees to comply with the provisions of Chapter 151B as amended, of the General Laws of the commonwealth and the requirements of Presidential Executive Order 11246 as amended. The Authority may terminate or suspend this contract, in whole or in part, for any violation of this contract.
- 6.2 The contractor shall furnish all information and reports requested by the Authority for the purpose of investigations to ascertain compliance with statutes, regulations, rules, and orders governing the employment practices of the contractor. Such employment practices shall include, but not limited to wage rates, hours of work, and the employment practices described in paragraph 6.1, above. The contractor will permit access to his books, records, and accounts by the Authority, Secretary of Housing and Urban Development, U. S. Secretary of Labor, Massachusetts Executive Office of Communities and Development, Massachusetts Commission Against Discrimination and/ or other federal and state agencies as appropriate for the purpose of such investigations.

7. Assignment

- 7.1 The Contractor shall not assign the Contractor's obligation and duties under this contract in whole or in part without the written approval of the Authority .

8. Indemnification

- 8.1 The Contractor agrees to indemnify and save the Authority harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorneys' fees and expenses, on account of any injury or damage to buildings, improvements, or property of the Authority or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any surety or insurance provided by the Contractor under contract.

9. Notice

- 9.1 Any action, notice or request to be taken, given, or made by the Authority hereunder may be taken, given, or made only by such person or persons as the Authority may authorize for the purpose. All notices or requests required to be given or made to the Contractor hereunder shall be deemed to be duly and properly given or made if mailed or delivered to the Contractor at the address specified herein or delivered personally to the Contractor. All notices, requests or other papers required to be given or delivered to the Authority hereunder shall be sufficiently given or delivered if mailed, postage prepaid to the Somerville Housing Authority, Procurement Department, 25 Memorial Road, Somerville, MA 02145 or such other representative or address as the Authority may designate in writing.

Termination

- 10.1 If the Contractor, in the sole judgement of the Authority, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the Authority shall have the right by prior written notice to the Contractor, to terminate this contract and have the deliveries called for hereby otherwise performed, without prejudice to any other rights or remedies of the Authority under this contract, and the Contractor shall pay any excess in the Authority's cost to so procure the goods, supplies, materials or equipment.

- 10.2 The Authority shall have the right, by written notice to the Contractor so stating, to terminate this contract in whole or in part without cause, and in such event the Authority shall pay: (a) for goods, supplies, materials, and equipment furnished up to the time of termination at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination; and (c) for raw materials purchased by the Contractor as of the date of termination and which are noncancellable, at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.
- 10.3 Upon receipt of a notice of termination, the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the Authority of the obligations of paragraph 10.2 above.
- 10.4 The SHA may terminate this Contract with or without cause, without penalty if the Somerville Housing Authority deems that it is in the best interest to do so, upon a written notice to the Contractor by certified mail.

10. Insurance

- 11.1 If any or all of the Contractor's performance is to be rendered on the Authority's premises, the Contractor shall carry statutory workmen's compensation insurance and such additional insurance as is prescribed; provided, however, the Authority at its option may accept the Contractor's Blanket Insurance Certificate, which, if accepted, shall cover all work performed by the Contractor on the Authority's premises during the term of the policies listed on such Blanket Insurance Certificate.

11. Right to Know

- 12.1 Any vendor who receives an order or orders resulting from this Invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M. G. L. C 111 F SS8, 9 and 10 and the regulations contained in 441 CMR S21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Clif S7 and the regulations contained in 441 CMR S21.05. Failure to submit an MSDS and/or label on each container will place the vendor in non-compliance with the purchase order and subject to remedies.
- 12.2 Failure to furnish MSDS's and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth.
- 12.3 All vendors furnishing substances or mixtures subject to Chapter IIIF of M.G.L. are cautioned to obtain and read the law and rules and regulations referenced above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 11 7, Boston, MA. (617- 727 -2834).

Somerville Housing Authority Stove Contract

This Agreement, made this _____ day of _____, 2022, by and between the Somerville Housing

Authority (SHA) hereinafter called the "Owner" and _____

hereinafter called the "Contractor".

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

Article 1. Scope of Work.

The Contractor shall perform all the Work required by the Contract Documents prepared by the Purchasing Agent for the Somerville Housing Authority identified as "Somerville Housing Authority Appliance Contract for The Somerville Housing Authority Developments. The work includes providing and delivering "New" stoves for a _____ year/s term as specified. Delivered to, Somerville, MA.

Article 2. Term of Contract.

The Contractor shall commence work under this Contract upon receipt of notification. This contract shall become effective on the date on "notice to proceed" once validated by SHA Executive Director, and shall automatically terminate _____ year/s from its effective date.

Article 3. Suspension and Termination.

The awarding authority may terminate this Contract without cause without penalty.

Article 4. Contract Sum.

The Owner shall pay the Contractor, in current funds, for the number of items received in satisfactory conditions, subject to additions and deductions as proposed within the contract documents. The price is as provided by the Contractor in its Form for Bid attached hereto.

Article 5. Insurance Requirements.

The Contractor shall provide insurance coverage general liability, vehicle liability and workers' compensation in amounts acceptable to the housing authority or required by statute.

Article 6. Conflict of Interest.

The Contractor covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed the Contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority.

Article 7. The Contract Documents.

The following, together with this Agreement form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein: Invitation to Bid, the Bidding Documents, the Contractor's Bid Submission, and, any amendments or addenda issued prior to award and any modification agreed to after the award. No contract amendments shall be made except in writing upon the express agreement of the parties, approved by SHA Executive Directors and in accordance with the provisions of M.G.L. c.30B.

Article 8. REAP Certification.

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Article 9. Certification of Non-Collusion

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

Article 10. Validation

This Contract will not be valid until signed by the Executive Director of Somerville Housing Authority

In Witness Whereof, the Parties Hereto Cause This Instrument to be Executed Under Seal.

CONTRACTOR

AWARDING AUTHORITY

Somerville Housing Authority

Name of Company

Address

Joseph Macaluso, Executive Director

By: _____
Name & Title

Title

Attest: _____

Witness: _____

***If a corporation, attach a
notarized copy of the corporate vote
authorizing signatory to sign Contract.**

Applicable Specifications

Ranges shall conform to current Federal Specifications and with Local , State and Federal Laws

1. **Product Sample**

When requested, a sample range shall be made available to the contracting officer, for examination as to compliance with specifications.

2. **Technical requirements for Gas ranges**

All gas ranges shall have battery generated spark ignition powered by batteries or electrical current.

3. **Insulation**

Blanket-type insulation shall be glass fiber, installed in a manner to prevent sagging, and be of sufficient thermal efficiency to meet surface and handle temperature test specified in American Standard Z21.1 or latest revision.

4. **Oven Doors**

Oven Doors shall be of the door-shelf type, counter-balanced and must hold the door fully closed. Hinges shall be of a type that permit ready removal and replacement of hinge brackets and parts subject to wear.

5. **Top Surface**

The exterior top surface of the range shall be of porcelain enamel.

6. **Back Splash**

Each range shall be equipped with a porcelain back splash, higher than the top of the cooking surface and extend the full width of the range top.

7. **Identification**

Each stove shall bear a permanent record of the manufacturer's name, the range model, serial number.

8. **Guarantees**

The Vendor shall guarantee that the ranges offered are new, free from defects in design, workmanship and materials and agree to repair, replace, and install, free of charge any parts that become defective within one year from the date of installation. Supply of labor and materials to comply with State, Federal and Local Laws. Freight on warranty parts to be paid by the vendor.

9. **Manufacturing**

Stoves must comply with Local, State and Federal Laws and UL and ASNI current standards.

• **Specification for 20" Electric Stoves as per Peerless Primer Model EAK100OP01 or equal**

○ *Range shall be White on White , New not reconditioned, Not remanufactured and shall be provided with:.*

- Four burners, three six inch and one eight inches. Each six-in element minimally rated at 1250 watt; eight-inch minimally rated at 2100 watt. Top Burner units shall be plug-in type or tilt lock hinge type
- ADA Compliant
- Controls at the front of the stove not requiring reaching across the burners to turn on or off.
- Storage drawer
- Anti-tip bracket
- Not equipped with an oven timer or Electronic clock
- Porcelain back splash
- Two oven racks
- Surface on/off light

- Four leg levelers
- Meet all Federal, State and Local fire, building and safety codes
- One year minimum parts and labor warranty

Specification for 24" gas Stove w/ Battery-Generated Spark Ignition as per Peerless Premier BCK100OP01 or equal

- Battery-Generated Spark Ignition
- Four Cooktop Burners minimum of 9,100 BTU High Efficiency
- Porcelain Backguard
- The back of gas stoves will be incurved providing room for gas feed
- ADA Compliant
- Lift up Top * easy top location pressure regulator access
- 7,000 BTU Oven Burner for Natural Gas
- Two Piece Pan and Tray
- Two Heavy-Duty Oven Racks
- Fully Insulated Oven
- Leg Levelers
- Anti-tip Brackets

Specification for 30" gas Stove w/ Battery-Generated Spark Ignition Peerless Premier BFK100OP01 or equal

- Battery-Generated Spark Ignition
- Four Cooktop Burners approximately 9,100 BTU High Efficiency
- Porcelain Backguard
- The back of gas stoves will be incurved providing room for gas feed
- ADA Compliant
- Lift Up Top* easy top location pressure regulator access
- 17,000 BTU Oven Burner for Natural Gas
- Two Piece Pan and Tray
- Two Heavy-Duty Oven Racks
- Fully Insulated Oven
- Leg Levelers
- Anti-tip Brackets

Specification for 30" gas Stove w/ Electronic Ignition Peerless Premier SFK100OP or equal

- Electronic Ignition
- Four Cooktop Burners approximately 9,100 BTU High Efficiency
- Porcelain Back guard
- The back of gas stoves will be incurved providing room for gas feed
- ADA Compliant
- Lift Up Top * easy top location pressure regulator access
- 17,000 BTU Oven Burner for Natural or L.P. Gas
- Two Piece Pan and Tray
- Two Heavy-Duty Oven Racks
- Fully Insulated Oven
- Leg Levelers
- Anti-tip Brackets