



DIVISION OF FISHERIES & WILDLIFE

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MASS.GOV/MASSWILDLIFE

Request for Written Quotes

DFW-2026-021

Bitzer State Fish Hatchery Storage Building Roof Repairs

Summary

The Massachusetts Division of Fisheries & Wildlife (MassWildlife) is soliciting bids to repair the roof and conduct other miscellaneous repairs on a storage building at Bitzer State Fish Hatchery in Montague, MA.

The contract will be awarded to the lowest responsible and eligible bidder for the treatment described on the Mandatory Bid Sheet. The term "lowest responsible and eligible bidder" shall mean (1) the Bidder whose Bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements set forth in M.G.L. c.149 sec.44 (2)(B) and not debarred from bidding under M.G.L. c.149 §44C; (2) and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; and (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work, and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

MassWildlife reserves the right to waive any informalities in, or to reject any or all Bids, if it be in the public interest to do so.

PROCUREMENT CONTACT

Name and Title: James Burnham, Program Coordinator

Phone: 508-389-6343

Email Address: james.burnham@mass.gov

PROJECT MANAGER CONTACT

Name and Title: Holly Hubert, Bitzer Hatchery Manager

Phone: 413-367-2477

Email Address: holly.hubert@mass.gov

Funding, TimeLine, Permitting, Bonding, & Contract Award

Funding: Funding has been identified for this project. The estimated cost is \$39,000.

Bid Sets Available (place, date and time): After September 3, 2025; available on Commbuys

Pre Bid Conference (place, date and time): A mandatory bidders conference will be held at 8:00 am on Thursday, September 18, 2025.

Bid Deadline: Written Quotes should be submitted using the Mandatory Bid Sheet provided with the RFQ. September 26, 2025 at 2:00 pm. Bids should be emailed to james.burnham@mass.gov. There is no formal bid opening.

Completion Date: The Contractor shall commence work promptly upon receipt of the signed Contract and Notice to Proceed and must complete the work **no later than December 19, 2025**.

Additional Information: To schedule a site visit contact Holly Hubert, Hatchery Manager, 413-367-2477. Hours of operation are 7:30 am to 3:00 pm, M-F. Bitzer State Fish Hatchery is located at 37 Hatchery Rd., Montague, MA 01351.

Permitting:

All applicable State Laws, Municipal Ordinances, permits and the rules and regulations of all authorities having jurisdiction over the project area shall apply to this CONTRACT throughout, and are deemed to be included in the CONTRACT the same as though herein.

All necessary permits are the responsibility of the Contractor and shall be obtained and paid for by the Contractor.

Bonding:

The winning bidder(s) shall submit: 1) a performance bond in the amount of 100% of the total contract; and 2) a payment bond in the amount of 50% of the total contract price for any contract totaling \$25,000.00 or more that results from this request for quote, within ten days of contract award.

Bonds shall be issued from a surety company qualified to do business under the laws of the Commonwealth. The Performance Bond and the Labor and Materials Payment Bond (where required) may be in one or in separate instruments in accordance with local law and shall be delivered to the Owner not later than the date of execution of the contract.

Prevailing Wage Rates:

Projects included in this request for written quotes are subject to Massachusetts prevailing wage rates. Prevailing wage rate schedules are included in this request for written quotes (RFQ) and should be taken into account when submitting the bid. The Bidders attention is directed to the Commonwealth of Massachusetts Public Employment Laws at the end of this document.

Addenda:

In order to ensure that all interested parties receive timely notification of addenda that are issued for this project, please send an email to james.burnham@mass.gov. Reference the project number (DFW-2026-21) in the subject line and include the appropriate contact's name, address, and email address in the body of the email. You will be added to the list of bidders that have obtained this request for written quotes and will be notified of any and all changes to the bid documents. If you downloaded this request

from Commbuys using your assigned Commbuys user account, you have been automatically added to the list of plan holders.

Scope of Work:

The Contractor is responsible for completion of all items listed herein. The project will be considered finished when the Project Manager has confirmed that each item is satisfactorily completed.

- Strip and legally dispose of existing shingles on building roof and porch roof.
- Replace rotted boards with new 5/8" exterior plywood sheathing. Legally dispose of replaced rotted boards.
- Install new ice and water barriers along roof edges.
- Install new roof and gable vents.
- Install new architectural style asphalt shingles on building roof and porch roof.
- This is a Prevailing Wage rate project. A copy of the schedule of the prevailing wages in effect at the time of the bids for this project are included with these bid specifications.

The **Base Bid** will consist of the following:

- Strip and legally dispose of existing shingles on ~3075 sq foot building roof and ~168 sq foot porch roof.
- Replace rotted boards with new 4' x 8' 5/8" exterior plywood sheathing. Legally dispose of removed rotted boards.
- Install new ice and water barriers (shields) along building roof and porch roof edges.
- Install new roof and gable vents. There is one long ridge vent at two gable vents.
- Install new GAF Timberline HDZ architectural style asphalt shingles on building roof and porch roof.

General Specifications

1. Operational Requirements

- a. The Contractor must notify the MassWildlife representative prior to commencement of operations, even if a Notice to Proceed has been issued. Any work that is completed prior to notification is considered unauthorized and will not be paid for.
- b. All operations must be performed during normal working hours (Monday – Friday, 7:30 a.m. to 3:00 p.m.) unless other arrangements are made with MassWildlife.
- c. All equipment operators are required to meet with a MassWildlife representative to walk the entire project site prior to beginning work. The cost associated with the operator site walk should be reflected in the Contractor's bid.

- d. Any person employed by the Contractor or by any Subcontractor who, in the opinion of the MassWildlife representative, does not perform his/her work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the MassWildlife representative, be removed by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of the project without the approval of MassWildlife.
- e. Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the MassWildlife representative may suspend all work by written notice to the Contractor until compliance with such orders has been met
- f. All equipment which is proposed to be used on the work site shall be of sufficient size and in such mechanical condition as to meet the requirements of the project and to produce a satisfactory quality of work. Equipment used on any portion of the project site shall be used in such a way that no injury to previously completed work or adjacent property will result from its use.
- g. **The winning bidder will be required to thoroughly clean the exterior, undercarriage, and tires/tracks of his/her equipment with a high pressure washer at a maintenance facility prior to bringing the equipment on site according to MassWildlife's Best Management Practices.** Cleaning will substantially reduce the chance of spreading invasive exotic plants from a previous work site. Machinery that has not been cleaned in this manner will not be allowed on site.
- h. All mechanized equipment must be free of leaks in fuel and hydraulic lines during the course of work and must be removed from the site at the conclusion of work. Further, all mechanized equipment must carry oil-absorbent pads, quality subject to the approval of MassWildlife, at all times to be used in the event of a fluid spill. Any employee working on a project site must receive instruction on proper response procedures to hazardous materials spills
- i. **All mechanized equipment shall carry a working fire extinguisher at all times to be used in the event of a fire.**
- j. Any accidents or injuries to workers, environmental accidents, or damage to public or private property associated with this project must be reported to MassWildlife within 48 hours of the incident.
- k. Any flagging or other materials used on site during the application must be removed upon project completion (biodegradable flagging can be left in place
- l. The Contractor shall, to the satisfaction of MassWildlife staff, remove or otherwise dispose of all garbage, trash, litter, discarded equipment or parts, temporary bridges, waste materials or other refuse resulting from the operation. Waste materials such as oil, grease, used oil absorbent pads, and similar materials shall be disposed of in accordance with law, and at a minimum, in a manner that will prevent their entry by spills, drainage, high water or other means into any river, watercourse, lake, reservoir or other body of water.
- m. **STORAGE AND HANDLING OF HAZARDOUS MATERIALS:** All petroleum products, industrial chemicals and similar materials shall be stored in accordance with manufacturer's specifications and applicable law, and at a minimum in durable, sealed containers placed so that any accidental spillage shall not drain into any river, watercourse, lake, or reservoir, No hazardous materials, including but not limited to oils, fuels, and hydraulic fluids may be

deposited on Commonwealth lands. All mechanized equipment shall carry oil-absorbent pads at all times, quality subject to the approval of MassWildlife staff, to be used respectively in the event of a fluid spill. In the event that hazardous materials are deposited on Commonwealth lands through accidental spill or otherwise, the Contractor agrees to immediately contain the spill using oil-absorbent pads and to notify MassWildlife staff as soon as possible regarding the type, amount, and location of deposited materials. The Contractor shall be liable for all costs incurred resulting from the cleanup of all spills and leaks, and shall correct the situation to the satisfaction of MassWildlife staff, including but not limited to the removal and appropriate disposal of contaminated soil based on MassWildlife staff determination.

- n. **Contractors must submit a document describing their company containment policies and procedures as well as all relevant employee training as it would relate to the Contractor's preparedness to respond to a hazardous materials spill.**
- o. **SAFETY AND HEALTH:** The Contractor shall conduct all operations in connection with this contract in compliance with applicable provisions of Federal, State and Local labor safety, health and sanitation laws, codes, and regulations.
- p. **ENVIRONMENTAL CONTROL:** The Contractor shall comply with all applicable state and federal laws pertaining to water quality in connection with any operations under this contract. The Contractor shall undertake every reasonable precaution not to pollute or obstruct the flow of any stream, lake, or reservoir on or adjacent to the sale area. In the event of such pollution or obstruction, the Contractor shall correct the condition to the satisfaction of MassWildlife staff. The Contractor shall undertake every reasonable measure to minimize erosion and soil damage, including but not limited to the grading of ruts and the construction and maintenance of water bars, and shall install all mitigation measures according to the most recent version of the Massachusetts Forestry Best Management Practices Manual. Vendors will be required to bring all roads and areas used in the operation back to their pretreatment conditions which may include grading, seeding, and potentially bringing in approved fill material.
- q. **SPECIAL SITUATIONS:** Should a situation exist that would in the opinion of the MassWildlife staff result in unacceptable environmental damage and the Contractor is either unwilling or unable to prevent or immediately repair or remove such damage, or to do so in a timely fashion to the satisfaction of MassWildlife staff after being verbally notified of said situation by MassWildlife staff, the Division may undertake corrective measures and may pursue its remedies against the Contractor for any loss, claim, damage or charge that arises due to such damage.

2. Contract Requirements

- a. This project is subject to **Massachusetts prevailing wage rates**. Prevailing wage rate schedules are included in this RFQ and should be taken into account when submitting the bid. Contractors shall submit all certified payroll sheets for all employees employed at the work site that are performing prevailing wage tasks with their request for payment for work completed.

- b. All persons employed by the Contractor shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (**OSHA**) that is at least 10 hours in duration. Documentation of successful completion of said course shall be submitted with the certified payroll sheets for each employee.
- c. The following Workforce Participation Goals for minorities and women as required by M.G.L. c. 149, § 44A(2)(G) shall apply to this contract: the applicable minority workforce utilization percentage is 15.3%; the women workforce utilization percentage is 6.9%.
- d. The Contractor shall provide a valid certificate of insurance prior to beginning work. The Contractor indemnifies the Commonwealth from and against any liability for claims arising from the Contractor's activities under the contract. The Contractor shall provide a certificate indicating a) comprehensive commercial general liability insurance, with coverage for bodily injury, wrongful death, and property damage in the amount of at least \$1,000,000 naming the Commonwealth as an additional insured regarding the work to be performed under this contract, and b) Workman's Compensation Insurance as required under Massachusetts law for all persons employed by the Contractor. Contractor shall provide Certificates of Insurance for all sub-Contractors evidencing the same coverage required of the Contractor or equivalent proof of self-insurance. Proof of liability insurance coverage shall be attached to the signed contract prior to project commencement.
- e. It is the responsibility of the contractor to make all necessary measurements or assessments before bidding on this job.
- f. The total bid amount should not be limited to the previous description but shall include all materials and labor necessary to produce a completed job equal to or exceeding industry standards. All work shall only occur within applicable time restrictions. The specific timing of the operation shall be arranged between the Contractor and MassWildlife.
- g. The Contractor shall provide as surety a performance bond **in the amount of 100% of the contract price prior to beginning work**. The performance bond must be furnished to MassWildlife in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash.) [M.G.L. c. 149, §44A(2)(C) and M.G.L. c. 30, §39M(a)]. The performance bond shall be forfeited as liquidated damages if all contract provisions covered are not faithfully and fully performed by the Contractor. Should the amount of damages, as determined by MassWildlife, exceed the amount of said bond, the Contractor agrees to pay the excess balance within 90 days. Otherwise, said bond will be returned to the Contractor after all terms of this contract are fulfilled to the satisfaction of MassWildlife.
- h. For any contract totaling \$25,000.00 or more, the Contractor shall provide as surety a payment bond **in the amount of 50% of the contract price within 10 days of contract award**. The payment bond must be furnished to MassWildlife in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash.) [M.G.L. c. 149, §44A(2)(C) and M.G.L. c. 30, §39M(a)]. Said bond will be returned to the Contractor after all terms of this contract are fulfilled to the satisfaction of MassWildlife.

- i. This project shall not commence until all required procurement forms have been submitted to MassWildlife by the Contractor and a "Notice to Proceed" has been received by the Contractor from MassWildlife.
- j. Total payment for this project shall be agreed upon before any work is initiated. The agreed sum shall be stated in the Notice to Proceed. Payment shall be made as a lump sum payment upon determination by MassWildlife of completion of work, or as agreed upon in the scope of services and payment plan, and shall be made by MassWildlife within thirty (30) days of receipt of an invoice. This provision shall not apply if MassWildlife notifies the Contractor of insufficiencies in the work or non-compliance with the contract terms within thirty (30) days of receipt of said invoice. If so notified, the invoice amount will not be remitted and no invoice or demand for payment will be accepted until the contract compliance has been met. Once compliance has been met, payment after resubmission of an invoice will be made within thirty (30) days.
- k. Any additional project costs must be approved by the Division's Associate Director of Finance in writing prior to being incurred.
- l. The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted by MassWildlife, town officials, and other agencies with enforcement jurisdiction.
- m. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he/she shall restore, at his/her expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he/she shall make good such damage or injury in an acceptable manner.
- n. If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

- (1) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.
 - (2) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.
- o. Massachusetts General Laws, Chapter 62C, Section 49A (REAP): The Attention of all Bidders is drawn to the provisions of Massachusetts General Law 62C, Section 49A which requires Contractors to certify that they have filed all state tax returns and have paid all required state taxes. The Department will furnish a blank certification form which, will be completed by the Contractor, signed and incorporated into the Contract. This attestation must be provided at the time of issuing, renewing or extending the contract. It is to be noted that submission of the social security or federal identification number is strictly voluntary and no contract may be denied because this information was not provided.
 - p. Executive Order 130 (Anti Boycott Covenant): The Contractor warrants, represents and agrees that during the time this contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999 (b),(3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151E, Massachusetts General Law. If there shall be a breach in the warranty, representation and agreement contained in this paragraph, then without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor.
 - q. EXECUTIVE ORDER 195 Right to Examine Records: Executive Order 195, signed by Governor Edward J. King, on April 27, 1981: "The Governor or his designee, the secretary of administration and finance, and the state auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of (vendor) which pertain to the performance of the provisions and requirements of this contract."
 - r. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee

be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

s. Executive Order No. 213: Employment Opportunities through State Contracts

WHEREAS, the Commonwealth administers and funds various programs of public assistance; and

WHEREAS, it is in the interest of the Commonwealth and the recipients of public assistance that such recipients secure employment and thereby become economically self sufficient; and

WHEREAS, the Commonwealth spends hundreds of millions of dollars annually to contract with private providers for a vast array of health, social and other services; and

WHEREAS, these private contractors hire thousands of employees to provide these critical services; and

WHEREAS, it is the policy of the Commonwealth to provide as many job opportunities as possible to recipients of public assistance;

NOW, THEREFORE, I, EDWARD J. KING, Governor of the Commonwealth, by virtue of the authority vested in me as Supreme Executive Magistrate by the Constitution and the statutes of the Commonwealth, do hereby order as follows:

- (I) Subject to regulations to be promulgated by the Commissioner of Administration, as hereunder provided, every agency, bureau, board, commission, institution, and department of the Executive Branch of the Commonwealth shall include the following requirement in solicitations of bids, contracts, or agreements, having an effective date on or after July 1, 1982 or solicitations of bids, contracts, or agreements, entered into subsequent to the effective date of said regulations for the provision of paid services entered into with a private contractor who employs under contract(s) with the Commonwealth a total of twenty (20) or more persons: (1) at least 5 percent of the total number of the contractor's employees working under all of its contract(s) with the Commonwealth must have been recipients of public assistance program(s) administered by the Department of Public Welfare.
- (II) In complying with the above clause, however, no contractor shall be required to lay off or release existing employees to meet the 5 percent requirements. It is expected that expansion and normal attrition will provide the vacancies necessary to meet the 5 percent requirement.
- (III) The Commissioner of Administration shall promulgate regulations to carry out the purposes of this Executive Order. Such regulations may include Provisions: (1) Specifying the procedures by which the Department of Public Welfare will refer qualified recipients to the contractor; (2) Creating exemptions for those specific positions requiring skills or professional levels not available in the public assistance recipient groups; (3) Specifying the method by which a contractor not meeting the 5 percent requirement upon initial performance will achieve compliance, and establishing time limits therefore; (4) Specifying the method by which the contractor shall report on its compliance with this Order; (5) Specifying the conditions under which the contract may be terminated for non compliance; and (6) Specifying any other conditions or procedures necessary to carry out the purpose of this Executive

Order; (7) In specified cases, the Commissioner of Administration may grant provider waivers.

- (IV) All contracting state agencies are hereby directed to cooperate fully with the Commissioner of Administration in the implementation of this Order, and to provide all information requested by the Commissioner.
- (V) All contracting state agencies shall file a report with their executive offices as well as the Commissioner of Administration six months after promulgation of the regulations under this Executive Order, and then annually thereafter, stating the degree of compliance with the Order, whether the purpose of the Order has been accomplished, and any recommendations for change.
- (VI) The Commissioner of Administration shall report to the Governor on the degree of compliance with this Executive Order, whether the purpose of the Order has been accomplished, and any recommendations for change. Any additional project costs or contract changes must be approved by the MassWildlife Chief Financial Officer in writing.

Questions: MassWildlife will transmit to all prospective Bidders of record such Addenda as it considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective. All questions concerning this bid should be submitted to the contract administrator (James Burnham, Program Coordinator: james.burnham@mass.gov) in writing. To receive consideration, questions must be received by the contract administrator at least four days prior to the bid due date. Interpretations or clarifications considered necessary by MassWildlife in response to such questions will be issued by Addenda to all parties recorded by MassWildlife as having received the Bidding Documents not later than three days prior to the bid due date. Only questions answered by Addenda will be binding. Oral and other interpretations of clarifications will be **without legal effect**.

All responses must include each of the documents listed below. **BE SURE TO INCLUDE ALL ITEMS LISTED HERE OR YOUR RESPONSE MAY BE FOUND TO BE INCOMPLETE AND NON-RESPONSIVE.**

- 1) Completed Mandatory Bid Sheet
- 2) Business Reference Form outlining the bidder's experience for conducting the type of work described in this RFQ with references.
- 3) Contractor Authorized Signatory Listing, completed and signed by the Contractor

Required Procurement Forms:

Projects shall not commence until all required procurement forms have been submitted to MassWildlife by the Contractor. Procurement forms are not required with bid response.

The winning Contractor(s) will be required to submit the following items upon award:

- 1) Construction Contract Form to be provided by awarding authority
- 2) Commonwealth Terms and Conditions – incorporated by reference
- 3) Commonwealth W-9 tax information form filled out and signed by the respondent (If not already on file)

- 4) Proof of liability insurance coverage as outlined in this RFQ
- 5) Electronic Funds Transfer form (if not already on file)
- 6) Revenue Enforcement and Protection Certification (REAP) in accordance with M.G.L. c. 62C, s49A and certificate of good standing.
- 7) Certificate of Compliance with MA Employment Security Law (M.G.L. c. 151A, s. 19A(b))
- 8) Within 10 days after presentation thereof by the awarding authority, furnish a **labor and materials or payment bond for any contract totaling \$25,000.00 or more**, from a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and in the sum of **50% of the contract price**, payable to the Division of Fisheries and Wildlife, in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash. [M.G.L. c. 149, §44A(2)(C) and M.G.L. c. 30, §39M(a)].
- 9) A **performance bond** in the amount of **100% of the contract price**. The performance bond shall be in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash.

COMMONWEALTH OF MASSACHUSETTS PUBLIC EMPLOYMENT LAWS

The Contractor's attention is directed to Massachusetts General Laws, Chapter 149, Sections 25 through 27H, and 150A. This contract is considered to fall within the ambit of that law, which provides that in general, the Prevailing Rate or Total Rate must be paid to employees working on projects funded by the Commonwealth of Massachusetts or any political subdivision including Massachusetts Highway Department.

A Federal Aid project is also subject to the Federal Minimum Wage Rate law for construction. When comparing a state minimum wage rate, monitored by the Massachusetts' Attorney General, versus federal minimum wage rate, monitored by the U.S. Department of Labor's Wage and Hour Division, for a particular job classification the higher wage is at all times to be paid to the affected employee.

Every contractor or subcontractor engaged in this contract to which sections twenty-seven and twenty-seven A apply will keep a true and accurate record of all mechanics and apprentices, teamsters, chauffeurs and laborers employed thereon, showing the name, address and occupational classification of each such employee on this contract, and the hours worked by, and the wages paid to, each such employee, and shall furnish to the PAB's Resident Engineer, on a weekly basis, a copy of said record, in a form approved by PAB and in accordance with M.G.L.c. 149, § 27B, signed by the employer or his/her authorized agent under the penalties of perjury.

Each such contractor or subcontractor shall preserve its payroll records for a period of three years from the date of completion of the contract.

The Prevailing Wage Rate generally includes the following:

Minimum Hourly Wage + Employer Contributions to Benefit Plans = Prevailing Wage Rate or Total Rate
Any employer who does not make contributions to Benefit Plans must pay the total Prevailing Wage Rate directly to the employee.

Any deduction from the Prevailing Wage Rate or Total Rate for contributions to benefit plans can only be for a Health & Welfare, Pension, or Supplementary Unemployment plan meeting the requirements of the Employee Retirement Income Security Act (ERISA) of 1974. The maximum allowable deduction for these benefits from the prevailing wage rate cannot be greater than the amount allowed by Executive Office of Labor (EOL) for the specified benefits. Any additional expense of providing benefits to the employees is to be borne by the employer and cannot be deducted from the Minimum Hourly Wage. If the employer's benefit expense is less than that so provided by EOL the difference will be paid directly to the employee. The rate established must be paid to all employees who perform work on the project.

When an employer makes deductions from the Minimum Hourly Wage for an employee's contribution to social security, state taxes, federal taxes, and/or other contribution programs, allowed by law, the employer shall furnish each employee a suitable pay slip, check stub or envelope notifying the employee of the amount of the deductions.

No contractor or subcontractor contracting for any part of the contract week shall require or permit any laborer or mechanic to be employed on such work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

Apprentice Rates are permitted only when there is an Apprentice Agreement registered with the Massachusetts Division of Apprentice Training in accordance with M.G.L. c. 23, § 11E-

The Prevailing Wage Rates issued for each project shall be the rates paid for the entire project. The Prevailing Wage Rates must be posted on the job site at all times and be visible from a public way.

MANDATORY BID SHEET

DFW-2026-021: Bitzer State Fish Hatchery Storage Building Roof Repairs

This bid includes addenda no(s). : _____

The undersigned proposes to furnish all labor and materials required for the **Bitzer State Fish Hatchery Storage Building Roof Repairs** in Montague, Massachusetts in accordance with Contract Documents prepared by the **Division of Fisheries and Wildlife**, for the contract price specified below, subject additions and deductions according to the terms of the specifications.

The undersigned agrees that, if selected as general contractor, they will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A of Chapter 149 of the General Laws.

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. As used in this subsection the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned 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.

Project Costs:

Base Bid

Bitzer State Fish Hatchery Storage Building Roof Repairs in Montague, MA:

\$ _____

Base Bid Offer (Written in Words)

Bidder's Information

Name (printed)		Signature	
Company		Date	
Street Address		Phone	
City, State, Zip Code		Email	

Signature conveys approval with all proposed bids and agreement with all terms set out in this Request for Quotes

BUSINESS REFERENCE FORM

The bidder shall supply MassWildlife, as part of their bid package, a statement of their qualifications to conduct the type of work required under this RFQ. The contractor shall also include a list of the similar jobs they have completed in the past 2 years, including the names, addresses, and contact numbers for each contract manager or owner of the job sites. Attach additional sheets if necessary.

Bidder: _____

RFQ Name/Title: _____

RFQ Number: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

References will be contacted to confirm the bidder's abilities and qualifications as stated in the bidder's response. MassWildlife may deem the bidder unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.



Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company
(must match Form W-9 tax classification)

Contractor Legal Name	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number)
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INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor’s behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor’s authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver’s licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

There are three types of electronic signatures that will be accepted on this form: **1) Traditional “wet signature” (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory’s hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign.** Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor’s employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature	Date
Print Name	Phone Number
Title	Email Address

A copy of this listing must be attached to the “record copy” of a contract filed with the department.