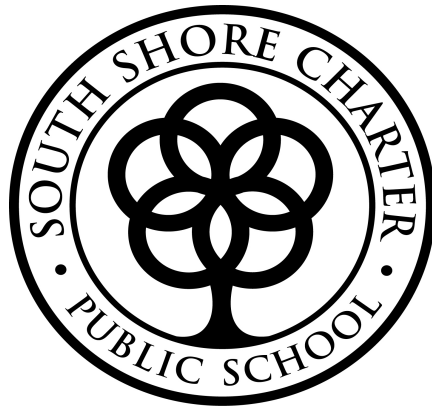


**SOUTH SHORE CHARTER PUBLIC SCHOOL
100 LONGWATER CIRCLE
NORWELL, MA 02061**

**INVITATION TO BID
FOR
TRAFFIC SAFETY “BOLLARDS” PROJECT**



**SOUTH SHORE CHARTER PUBLIC SCHOOL
TRAFFIC SAFETY “BOLLARDS” PROJECT**

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**South Shore Charter Public School
100 Longwater Circle, Norwell, MA 02061**

**INVITATION TO BID
FOR THE FOLLOWING SERVICES:**

TRAFFIC SAFETY “BOLLARDS” PROJECT

Sealed bids for the above services to be provided at our building located at 100 Longwater Drive in Norwell, MA. Specification packets may be obtained beginning 10:00am April 16, 2018 at SSCPS, located at 100 Longwater Cr., Norwell, MA 02061 or by calling Kristine Bingham at 781-982-4202x106.

Bids shall be submitted only on the form furnished in the bid packet and shall indicate the proposal's title, company name and address. Two copies of clearly marked signed bids must be received in sealed envelopes in our Business Office located at 100 Longwater Circle, Norwell, MA no later than **4:00 pm on Friday, April 27, 2018** at which time these bids will be publicly opened and read.

SSCPS, reserves the right to accept any bid in whole or in any part, waive any informalities or irregularities, and to reject any and all bids if it shall be deemed in the best interest of the South Shore Charter Public School.

Kristine Bingham, Director of Finance
South Shore Charter Public School

South Shore Charter Public School

Bid documents for Traffic Safety “Bollards” Project

The South Shore Charter Public School (SSCPS) is accepting sealed bids from licensed and experienced Contractors for the supply and installation of traffic safety bollards and additional asphalt repairs located at their main campus at 100 Longwater Circle, Norwell, MA.

A pre-bid conference will be held on Monday, April 23, 2018 at 10:00 am at 100 Longwater Circle, Norwell, MA 02061.

Bids will be received until 4:00 PM on Friday, April 27, 2018 which time they will be opened and publicly read aloud at the SSCPS Business Office.

This contract will be a onetime contract commencing on the date of the award until project completion, which is anticipated to take not more than two business weeks and must be completed by May 31, 2018.

The Contractor under this proposal procedure shall perform and furnish all necessary work, materials, equipment, and insurance affidavits required as described herein.

The Invitation for Bid (IFB) contains the following information:

Article 1: Bidders' Representations
Article 2: Requests for Interpretation
Article 3: Preparation and Submission of Bids
Article 4: Withdrawn Bids
Article 5: Contract Terms and Conditions
General Scope of Services
Floor Plan of site work
Prevailing Wage Rates
Forms
Schedule:

A. Issue IFB	April 16, 2018
B. Pre-Bid Conference	April 23, 2018 @ 10:00 AM
C. IFB Questions	April 25, 2018
D. IFB Response to Questions	April 25, 2018
E. IFB Responses Due	April 27, 2018 @ 4:00 PM
F. Contract Award Date	May 10, 2018 pending approval

Instructions to Bidders

ARTICLE 1-BIDDERS' REPRESENTATIONS

Each Bidder by making a Bid represents that:

- The Bidder has read and understands the Bid Contract Documents and the Bid is made in accordance therewith and includes all associated costs and required documents.
- Failure to so examine the Bid Contract Documents will not relieve any Bidder from any obligation under the Bid as submitted.

SALES TAX EXEMPTION AND OTHER TAXES

- To the extent that materials and supplies are used or incorporated in the performance of this contract, the South Shore Charter Public School is an exempt purchaser.
- The Bidder shall be responsible for paying all taxes and tariffs related to work.

ARTICLE 2-REQUESTS FOR INTERPRETATION

- Bidders shall notify the South Shore Charter Public School in writing, of any ambiguity, inconsistency, or error, which they may discover upon examination of the Bid Contract Documents.
- Bidders requiring clarification or interpretations of the Bid Contract Documents shall make such request in writing to: Kristine Bingham, Director of Finance, via email to kbingham@sscps.org or by mail at South Shore Charter Public School, 100 Longwater Circle, Norwell, MA 02061.
- A pre-bid conference is scheduled to be held in the front lobby of 100 Longwater Circle, Norwell, MA at 10:00 AM on Monday, April 23, 2016.
- Any requests for clarification of this IFB must be submitted in writing no later than April 25, 2018. The SSCPS shall issue a written response no later than April 25, 2018 to all parties that have received a copy of the IFB.

ARTICLE 3-PREPARATION AND SUBMISSION OF BIDS

- Bids shall be submitted on bid pricing sheets furnished by SSCPS.

- All entries on the pricing sheet shall be made legibly in ink. A company representative authorized to contractually bind the company must sign the required bid documents.
- Bids are subject to M.G.L. c.149 and to minimum wage rates as required by M.G.L. 149.
- A Payment Bond in the amount of fifty percent (50%) of the Contract Price will be required of the successful Bidder upon signing of any contract in conjunction with the requirements of M.G.L. c 149.
 - The Bid shall be enclosed in a sealed envelope with the following clearly marked on the outside:

BID FOR TRAFFIC SAFETY “BOLLARDS” PROJECT

- **South Shore Charter Public School**
- **Bidders’ Name and Address**
- **Bidders’ Contact Person & Phone Number**
- Date, time and location for receipt of Bids are listed in the IFB.
- Timely delivery of Bid documents at the designated location shall be the full responsibility of the Bidder.
- Late Bids will not be accepted for award consideration.
- Facsimiles of Bids are not permitted.
- Emails of Bids are not permitted.
- Bids, which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions, will be rejected as unresponsive.
- Conditional Bids will not be accepted.

ARTICLE 4-WITHDRAWN BIDS

- Any Bid may be withdrawn prior to the time designated for receipt of Bids upon written request.
- Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids.

ARTICLE 5-CONTRACT TERMS AND CONDITIONS

- Awarded contract must be approved by the South Shore Charter Public School Board of Trustees prior to contract execution.
- **AWARD**-means the determination and selection of the lowest, responsive and responsible Bidder by SSCPS. SSCPS intends to award the Contract to the

lowest responsive and responsible Bidder within five (5) to twenty (20) days after the opening of the bids, unless an alternate time period is specifically noted in the IFB.

- **WARRANTIES**-Bidder warrants that its services/products (as applicable) will perform in a good and workmanlike manner. Bidder shall re-perform or replace, at its own expense, any work or products(s) not in compliance with this warranty brought to its attention within a reasonable time (not to exceed thirty (30) days), after that work is performed or product is delivered.
- **INDEMNIFICATION**-Bidder shall indemnify and hold SSCPS, its director, board members, and employees harmless from and against: (a) all claims, demands, losses, damages and judgments, including court costs and attorney's fees, arising out of or based upon any claim that the services provided hereunder, and (b) any breach by Bidder or any of its assigned employees of any provision of the Agreement.
- **RESERVATION OF RIGHTS**-SSCPS reserves the right to reject any and all bids or parts therein, to waive any technical or informal defects therein, and to award the Bid to other than the lowest bidders(s), according to its judgment of its best interest. SSCPS reserves the right to reject any Bid if it is determined that such Bid does not represent the Bid of a person or company competent to perform work as specified, or that less than three such bids were received and that the price is not reasonable for acceptance without further competition.
- The Term "**LOWEST RESPONSIVE AND RESPONSIBLE 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 of the work, and who meets the requirements set forth in the specifications. In case of error in the total extension price the unit price shall govern. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
- **NO GUARANTY**-The information provided in the IFB and any other information provided by SSCPS are for estimation purposes only. Such data is provided to assist in the preparation of the pricing and shall not be construed as a guarantee of volume. SSCPS will not be liable for any cost incurred by the bidders prior to the issuance of a contract award. Bidders should ensure that all costs are included in each bid.

- Bidders' response to this IFB may be modified only by written and sealed communication with SSCPS to the contact person named in Article 2 Requests for Interpretation. Any such written and sealed communication must be received by the SSCPS before the deadline for Bid submission.
- Bids submitted in response to this IFB may be withdrawn only by communicating the intent to withdraw a bid in a written and sealed communication to SSCPS before the deadline for bid submission.
- By submission of a Bid, in the event the bidders' bid is accepted, the bidder agrees to enter into a contract with SSCPS that incorporates all of the requirements of this IFB. The bidder further accepts all of the terms and conditions of this IFB.
- Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:
 - Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - Was sent by mail and it is determined by the SSCPS that the late receipt was due solely to mishandling by SSCPS after receipt at SSCPS; or
 - Was sent by US Postal Service Express Mail next day service-Post Office to Addressee, not later than 5:00 PM at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.
- **WAIVER**-Issuance of this IFB does not obligate SSCPS to procure products or services proposed. SSCPS will not be liable under any circumstances for reimbursing any bidder for any cost incurred in the preparation of the requested information, even if SSCPS withdraws this IFB without awarding a contract to any bidder. By submitting a Bid, each bidder waives the right to bring an action against SSCPS, its director, board members, and employees for damages on or arising out of this IFB, the bidding process or the award of any contract based thereon.
- **AMENDMENTS**-SSCPS reserves the right to issue addenda to this IFB. If it becomes necessary to revise any part of this IFB, addenda will be provided in writing to all prospective bidders who have requested a copy of this IFB. The

addenda shall be deemed a part of this IFB and will supersede the original IFB requirements and standards. SSCPS must receive acknowledgement of any amendments by the date and time specified within the IFB documents at the address listed in Article 2. Bids which fail to acknowledge the bidders receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed SSCPS requirements.

- **EXCEPTIONS TO IFB**-Any exceptions to this IFB should be identified and the reasons for the exceptions should be explained under separate cover. If there are material objections to any of the terms and conditions, the Bidder must identify and explain them and propose alternate language.
- **FIRM BID**-All bids submitted in response to this IFB, plus any other related materials including product samples submitted by bidders, will become property of SSCPS and will not be returned to bidders. Any Bid submitted must be a firm Bid for a period of forty-five (45) days from submission. The Bid(s) shall be firm and not contingent upon uncertain events, which will not have occurred until after an agreement is in place.
- It is understood and agreed that should any price reductions occur between the receipt of bids and delivery of any services, the benefit of all such reductions will be extended to SSCPS.
- The Contract Agreement will be in the form customarily employed by SSCPS.

1.01 General Scope of Services & Contractor Qualifications

The contractor will saw cut existing asphalt and install twelve (12) new traffic safety bollards plus covers. The contractor will also repair asphalt and remove and replace two other areas of concrete that are in disrepair on our property. The contractor will also provide and install additional bollard covers for five (5) existing bollards on our property as noted below.

The work will include:

1. Demo: Sawcut remove and dispose off-site approx. 500 sq ft of asphalt along front entrance where new bollards will be installed.
2. Demo and dispose off-site approx. 162 sq ft of damaged concrete walkway at front entrance.
3. Demo and dispose off-site approx. 160 sq ft of damaged concrete walkway at rear entrance.
4. Bollards: Layout, supply, excavate and install twelve (12) 6" x 7' steel bollards.
5. Install concrete at base of bollards and fill with concrete after installation.

6. Supply and install yellow $\frac{1}{8}$ " bollard covers for (12) new bollards AND (5) existing 6" bollards.
7. Concrete repairs: At the front and rear entrances of the building, re-grade, form to line up with existing walk/step, pour concrete and broom finish approx. 320 sf of walkways
8. Asphalt repairs: Approximately 600 sq ft of repair work includes, re-grading and compacting.
9. Install asphalt (I-5 grade) and compact with vibratory roller.

This IFB is intended to invite sealed bids from licenses and experienced Contractors to provide services for the installation of safety bollards as well as additional asphalt repairs. Multiple vendor awards will not be made. SSCPS will award the contract to the responsive and responsible bidder offering the lowest total "aggregate price" for materials and labor. In SSCPS sole discretion it may determine that no contract award shall be made.

- A. All installation materials furnished and installed by the Contractor shall be fully guaranteed against defects in materials and workmanship for a minimum period of one (1) year after final acceptance by SSCPS. Defective items must be replaced free of charge.
- B. Such warranty shall fully cover all repair/replacement costs, as well as time/labor/material costs associated with executing the warranty process.
- C. In the event SSCPS becomes dissatisfied with the performance of any of the contractor's employees assigned to perform any services, contractor agrees to assign qualified substitute personnel upon request from SSCPS. SSCPS shall not be billed for incomplete work performed by contractor's employee it deems as dissatisfied.
- D. The Contractor shall be responsible for obtaining permits and appropriate inspections/approvals as required by law.
- E. Contractor will be provided building access in a manner that allows for completion of the work. Contractors may need to work on weekends and/or evenings to meet deadlines; approval from owner is required.

PRICING SHEET FOR TRAFFIC SAFETY “BOLLARD” PROJECT
Bidders must use this pricing sheet only

TO THE AWARDING AUTHORITY:

The undersigned proposes to furnish all materials, labor, installation, and testing required for the South Shore Charter Public School, in accordance with the contract documents supplies by the South Shore Charter Public School for the contract price specified below.

The proposed “all inclusive” contract price to furnish all required materials, labor, installation, and testing for Traffic Safety “Bollard” Project is:

_____ dollars (\$ _____).
(Words) (Numbers)

The undersigned hereby certifies that they are able to furnish all items for which a Bid has been submitted, and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

- 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 public work in the Commonwealth of Massachusetts under the provisions of section twenty-nine F (29 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. As used in this certification the word “person” shall mean natural person, joint venture, partnership, corporation, or other business or legal entity.
- If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential address if different from business address.

Name of Bidder

By: _____
Signature & Title of person signing Bid

Business Address

City, State, Zip

Date: _____

SOUTH SHORE CHARTER PUBLIC SCHOOL

CERTIFICATE OF NON-COLLUSION

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

Signature of individual submitting bid or proposal

Name of business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes.

Signature of individual submitting bid or proposal

Name of business

**SOUTH SHORE CHARTER PUBLIC SCHOOL
CERTIFICATION OF CORPORATION CLERK**

(For Use when Bidder is a Corporation)

The undersigned Clerk of _____ a corporation, duly organized and existing under the laws of the State of _____, hereby certifies that the following are true and correct copies of votes duly adopted by the Board of Directors of said corporation at a meeting thereof held _____ at which meeting a quorum of said Board was presented and voted in favor of said votes.

VOTED: That _____ in his/her capacity as _____ of this corporation be authorized, to prepare and execute a proposal to the South Shore Charter Public School in response to its Invitation for Bid for teledata communication cabling and wiring installation services.

VOTED: That he/she be further authorized, and he/she is hereby so authorized, to execute and deliver the contract documents for such work upon such terms and conditions as he/she shall decide;

VOTED: Further, that his/her signatures on said documents shall constitute conclusive evidence that they have been authorized by this vote.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said

_____(Name of Corporation) this
_____ day of _____, 2016.

Signed (Corporate Clerk)

