

Invitation for Bid (BID) Interest Form
BID Form #1

Instructions: *If your firm/company is interested in responding to this BID, then BID Form #1 MUST be submitted to the Office of Financial Services immediately following download. This form is crucial in providing pertinent company information for bidder's list tracking and distribution of any potential addendum.*

| | |
|-------------------------------|---|
| Awarding Authority: | City of Brockton / Brockton Public Schools |
| Contract / Bid Number: | 2280-0023 |
| Name of Bid: | FY2022 DESIGN SERVICES FOR DOWNEY ELEMENTARY SCHOOL MODULAR CLASSROOMS DEMOLITION AND UPDGADES |

Fax this BID Interest #1 Form to:

| |
|--|
| Brockton Public Schools / Office of Financial Services |
| Fax: 508-580-7587 |

By submitting this *BID Interest Form* the below identified firm is expressing its interest in the above-referenced public bidding project and is requesting that it be added to the list of firms that will receive any addenda to the *BID* that might occur. ***The Awarding Authority assumes no responsibility for a firm's failure to receive any addenda or other correspondence related to this BID due to the firm's failure to submit a BID Interest Form as directed above or for any other reason.***

| | |
|--------------------------------------|--|
| Company Name: | |
| Company Address: | |
| City/Town, State & Zip: | |
| Company Telephone #: | |
| Company Fax #: | |
| Company Contact Person/Title: | |
| Contact Person Email Address: | |
| Date Submitted: | |

By: _____
(Signature of Authorized Representative)

BID FORMS AND SPECIFICATIONS

FY2022 DESIGN SERVICES FOR DOWNEY ELEMENTARY SCHOOL **MODULAR CLASSROOMS DEMOLITION AND UPGRADES** **BROCKTON PUBLIC SCHOOLS**

(Project No. 2280-0023)

Honorable Robert F. Sullivan
Mayor
City of Brockton
Brockton, Massachusetts

Advertising Dates:
Central Register & COMMBUYS
December 15, 2021

Brockton Enterprise
December 15, 2021

Michael P. Thomas
Superintendent of Schools
City of Brockton
Brockton, Massachusetts

Bid Opening
Thursday, January 6, 2022
9:15 A.M.

Due to the ongoing COVID-19 Pandemic and State of Emergency, on March 12, 2020, Governor Baker issued an Executive Order Temporarily Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A sec. 20. Pursuant to the Order, public bodies are temporarily relieved from the Open Meeting Law's requirement that meetings be held in public places, open and physically accessible to the public, so long as measures are taken to ensure public access to the bodies' deliberations "through adequate, alternative means."

This meeting will be held and will be accessible to the public via Brockton Community Access, Brockton Public Schools website, www.bpsma.org, YouTube and Comcast channel 12

The public can access this meeting via this link: www.youtube.com/TheBrocktonChannels

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INVITATION TO BID

BROCKTON PUBLIC SCHOOLS BROCKTON, MASSACHUSETTS

1. Sealed General Bids for **Project No. 2280-0023, FY2022 DESIGN SERVICES FOR DOWNEY ELEMENTARY SCHOOL MODULAR CLASSROOMS DEMOLITION AND UPDGADES Brockton Public Schools**, will be received by the Office of Financial Services for the Brockton Public Schools, 43 Crescent Street, Brockton, MA., 02301, until **Thursday, January 6, 2022 at 9:15 A.M.** At the noted time, the General Bids for the project will be publicly opened and read.

If at the time of the scheduled bid opening, The Brockton Public Schools is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, or other extreme conditions, the bid opening will be postponed for 24 hours until the next normal business day, Monday through Friday, exclusive of Holidays. Bids will be accepted until that date and time.

All procedures shall be in strict accordance with Chapter 7C and/or Chapter 149 of the Massachusetts General Laws, sections 1 through 25, inclusive, and/or Chapter 40, Section 4B and/or Chapter 30 section 39M and Chapter 30B, of the General Laws of the Commonwealth of Massachusetts, including all current amendments and guidelines.

Specifications and all other bid documents may be obtained after **1:00 P.M., Wednesday, December 15, 2021** on our website. The hyperlink is <http://www.bpsma.org/departments/purchasing/2022-bids>. Should you require a paper copy you may contact our office.

The contractor must be certified by the Division of Capital Asset Management and Maintenance. A copy of the DCAMM certification and an Update Statement must be submitted with the bid.

2. All bidders must use the prescribed bid forms available at the above stated address.
3. All Bids must be properly identified as **FY2022 DESIGN SERVICES FOR DOWNEY ELEMENTARY SCHOOL MODULAR CLASSROOMS DEMOLITION AND UPDGADES Brockton Public Schools** and delivered to the Office of Financial Services for the Brockton Public Schools, 43 Crescent Street, Brockton, MA 02301, prior to the official **OPENING**, as stated above, at which time and place they will be opened and read aloud.

All bidders assume the risk of any delay in the mail, or, any other delays which prevent receipt of the bid(s) at the posted bid opening date and time. **Bids received after the official BID OPENING DATE AND TIME will be returned unopened. No facsimile of bids is allowed.**
4. The City of Brockton will reject any or all bids when required to do so by the above referenced General Laws, or, if it deems it to be in the public interest to do so. The Awarding Authority also reserves the right to waive any informality in any bid based on the public interest to proceed in this way. Any bid submitted will be binding for sixty (60) days beyond the **OPENING DATE**.
5. The Awarding Authority also 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 within the conditions and time frame as set forth for completion of the project.
6. Any and all questions relative to these specifications must be submitted in writing to the Awarding Authority at least seven (7) days before the BID OPENING DATE, and written answers shall be sent to all bidders as an addendum.
7. **THE AWARD OF CONTRACT FOR THE PROJECT(S) IS CONTINGENT UPON THE AVAILABILITY OF FUNDING AND APPROVAL OF ALL APPROPRIATE MUNICIPAL BODIES.**

INSTRUCTIONS TO BIDDERS

A. BID REQUIREMENTS:

1. Sealed bids for **FY2022 DESIGN SERVICES FOR DOWNEY ELEMENTARY SCHOOL MODULAR CLASSROOMS DEMOLITION AND UPDGADES Brockton Public Schools**, will be received at the time and place as stated in the "Advertisement/ Invitation for Bids" and in accordance with the bid documents.
2. The Bid Forms, General Conditions, Addenda (if any), and Sample Contract and any other documents which constitute the Contract Documents will be available as stipulated in the "Invitation to Bid" and shall be incorporated into and be made a part of the contract.

B. BIDDER'S REPRESENTATION:

1. Each General Bidder making a bid (Hereinafter called "Bid") represents that:
 - a. The General Bidder has read and understands the Contract documents and the Bid is made in accordance therewith.
2. Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the Bid as submitted.

C. GENERAL BIDDER'S QUALIFICATIONS:

The Awarding Authority, the City of Brockton, will review the qualifications of the apparent low General Bidder after the General Bids are opened. The lowest eligible and responsible General Bidder will be awarded the Contract provided that the General Bidder meets all the requirements of the bid and scope of services and possesses the skill, ability, and integrity to complete the job to the Awarding Authority's satisfaction.

D. REQUESTS FOR INTERPRETATION:

1. All General Bidders shall promptly notify the Awarding Authority of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site(s), and/or local condition(s).
2. Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the Awarding Authority through:

Dr. Jim Cobbs
Executive Director of Operations
43 Crescent Street
Brockton, MA 02301
jamescobbs@bpsma.org
3. Interpretation, correction, or change(s) in the Contract Documents will be made by an addendum that will become part of the Contract Documents. Neither the Awarding Authority nor its representative(s) will be held accountable for any oral instructions.
4. An addendum will be mailed or faxed by the Awarding Authority to every individual or firm on record as having taken a set of Contract Documents. Receipt of said addendum must be acknowledged by each Bidder in the appropriate space provided in the Bid Forms. Failure to do so may lead to disqualification of the General Bid by the Awarding Authority. All bidders are, therefore, encouraged to confirm the number of Addenda which have been issued prior to submitting their Bid.
5. Copies of the Addendum will be made available for inspection at the locations listed in the Advertisement as to where Contract Documents are on file.

E. TAXES/EXEMPTION:

The Awarding Authority is exempt from payment of the Massachusetts Sales Tax. The City of Brockton under G.L. Chapter 64H, Section 6 (d) and (e) has been issued a Certificate of Exemption by the Massachusetts Department of Revenue.

F. WITHDRAWAL OF BIDS:

No General Bidder shall withdraw their Bid for a period of sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the date set for the opening of the General Bids.

G. SUB-CONTRACTS:

All work shall be performed by the General Contractor unless other wise necessitated by the work.

H. INSURANCE:

10% of the total cost of the project or \$1 million, whichever is less.

I. TIME FOR PERFORMANCE:

The contract period shall be from January 18, 2022 through June 30, 2022. The City reserves the right to renew this contract for two consecutive 12 month periods at the sole option of the City and subject to appropriations and funding. The Awarding Authority or its representative shall be informed of any work that is loud in character and may cause undue disturbance to neighboring residents, or work that has the slightest potential for endangering the health and safety of any building occupants or persons in the proximity of the building.

FY2022 DESIGN SERVICES FOR DOWNEY ELEMENTARY SCHOOL
MODULAR CLASSROOMS DEMOLITION AND UPGRADES
Brockton Public Schools

To: The Awarding Authority
City of Brockton/School Department
43 Crescent Street
Brockton, MA 02301

Company submitting Bid

Signature of Authorized Representative of Company

- A) The undersigned has received and examined the document entitled "**FY2022 DESIGN SERVICES FOR DOWNEY ELEMENTARY SCHOOL MODULAR CLASSROOMS DEMOLITION AND UPGRADES Brockton Public Schools**".
- B) The undersigned warrants that they have complied with all provisions of the Specifications and can furnish the materials, equipment, and labor to carry out all the service as proposed.
- C) The undersigned agrees, that in the event of award of the Contract, they can start work as required, and further agrees that the work will be completed within the time frame agreed upon prior to the signing date of the Contract.
- D) **The following documents are made a condition of this Bid and must be included with the Bid in order for the Bid to be considered as a legitimate and acceptable Bid for consideration of Award of Contract:**
- 1) Page(s) 6 -16 of the Bid Forms with all bid proposals, information, signatures, seals, etc., as required.
 - 3) Statement of payment of all State taxes (page 7).

BID FORM
(Must be submitted)

VENDOR TAX CERTIFICATE

I certify, under the pains and penalties of perjury, that to the best of my knowledge and belief, I have filed all state tax returns and paid all state taxes required under the law.

For use by CORPORATIONS ONLY:

PROPER CORPORATE NAME

SIGNATURE OF AUTHORIZED CORPORATE OFFICER

FEDERAL IDENTIFICATION NUMBER (FEIN)

For use by INDIVIDUALS OR COMPANIES OTHER THAN CORPORATIONS ONLY:

SIGNATURE OF INDIVIDUAL

*

SOCIAL SECURITY NUMBER

**

*Approval of contract or other agreement will not be granted unless this certification clause is signed by applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing/payment obligations.

CERTIFICATE OF CORPORATE VOTE

I, _____; clerk/officer of _____ hereby notify
that at a meeting of the Board of Directors/Officials of said corporation/company, held on _____
_____ the following vote was passed:

Vote to authorizing _____ to sign in behalf of the
corporation/company with the City of Brockton for _____.

Signature of Clerk/Officer

*** PLEASE ATTACH COPY OF OFFICIAL CERTIFICATE OF CORPORATE VOTE.**

BID FORM
(Must be submitted)

FY2022 DESIGN SERVICES FOR DOWNEY ELEMENTARY SCHOOL
MODULAR CLASSROOMS DEMOLITION AND UPGRADES
SCOPE OF SERVICES

SCOPE OF WORK

1. Downey Elementary School is located at 55 Electric Avenue, Brockton, MA 02302
2. Demolish and remove from the premises an existing 4 classroom unit.
3. Install a total of 6 new classrooms. Minimum of 750 square feet per classroom, to accommodate at least 24 students.
4. Install restrooms unit will with janitor's closet, male, female and staff restrooms. Female restrooms will contain a minimum of 6 toilet stalls with one of the 6 being handicapped accessible and a minimum of 4 sinks. Male restroom will contain a minimum of 3 urinals, 3 toilet stalls with one of them being handicapped accessible and a minimum of 4 sinks. One staff/gender non-specific bathroom with one toilet which is handicapped accessible and one sink.
5. Installations will include sub-contractor costs for site work, utilities, permits, and landings for permanent placement.
6. Project to be completed for school year 2022/2023 occupancy.
7. Modularity must comply with all current Massachusetts Building Codes and K-12 School Occupancy permit requirements.

TERM OF CONTRACT

The contract period shall be from **January 18, 2022 through June 30, 2022.** The City reserves the right to renew this contract for two consecutive 12 month periods at the sole option of the City and subject to appropriations and funding.

THE CONTRACT SUM AND REQUIREMENTS

The Proposed Contract Percentage Price of Services is _____
(% amount)

BID FORM
(Must be submitted)

CITY OF BROCKTON

I hereby certify, under the pains and penalties of perjury, that I am able to furnish labor in harmony with all other elements of labor employed in the work and that all employees employed on the worksite, or in work subject to the bid, have successfully completed at least 10 hours of OSHA approved training. I agree to submit documentation that all employees to be employed in the work subject to this bid 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. I further certify that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hour in duration shall be subject to immediate removal.

Company Name

Typed Name of Person Authorized to Sign Bid

Written Signature of Person Authorized to Sign Bid

Title of Signatory

Company Address

Company Telephone

Company Fax Number

Date

If corporation, this page must be signed and sealed by a duly authorized officer.

If partnership, so state and give names of all partners.

If an individual, so state and sign.

Documentation of successful completion of said course must be provided with the submission of the first certified payroll report for each employee. Payment requisitions will NOT be reviewed without the required OSHA documentation.

BID FORM
(Must be submitted)

AFFIDAVIT OF CLERK OF CORPORATION VENDOR
(To be signed and completed by Clerk)

I, _____, certify as follows:
(Print full name of Clerk)

1. I am the Clerk of _____ (print exact name of corporation)
which is duly organized and incorporated under the laws of the Commonwealth of Massachusetts (or State of _____)
(_____) and is/is not (circle one) duly registered to do business in the Commonwealth of
Massachusetts with a principal place of business at _____
_____.

2. That the names, residential addresses and title officers of the above named corporation are as follows:

| | |
|-----------|---------|
| President | Address |
|-----------|---------|

| | |
|----------------|---------|
| Vice President | Address |
|----------------|---------|

| | |
|-----------|---------|
| Treasurer | Address |
|-----------|---------|

| | |
|---------------------------|---------|
| Resident/Registered Agent | Address |
|---------------------------|---------|

3. That the above named corporation was incorporated on _____.

4. The federal tax identification number of said corporation is _____.

5. That the above named corporation is in good standing with the Secretary of the Commonwealth of Massachusetts or
the State of _____ (if incorporated under the laws of a foreign State) and has filed all federal
and state tax returns and paid all federal, state and/or local taxes required under law.

6. _____ is authorized to sign contract/agreements on behalf of
_____ pursuant to a vote of the Board of Directors/Officers on _____.

7. I, on behalf of the within corporation, do hereby acknowledge that by this contract, this corporation is transacting
business within the Commonwealth of Massachusetts as defined by M.G.L. Chapter 223 A, Section 1, et seq. And is
subject to the jurisdiction of its courts. (Pertaining to Non-Massachusetts Corporations Only.)

SIGNED under the pains and penalties of perjury this _____ day of _____, 20____.

Signature of Clerk of Corporation

BID FORM
(Must be submitted)

VENDOR REGISTRATION FORM

TO BE COMPLETED BY ALL VENDORS:

TYPED/PRINTED NAME AND TITLE: _____

SIGNATURE: _____ DATE: _____

PROPER LEGAL NAME OF BUSINESS ENTITY: _____

FEIN or SOCIAL SECURITY NUMBER if FEIN is N/A: _____

BUSINESS ADDRESS, CITY, STATE, ZIP: _____

TELEPHONE NO: _____ FAX NO: _____

IF CORPORATION:

1. GIVE YOUR CORRECT CORPORATE NAME:

2. STATE AND DATE OF INCORPORATION:

3. IF FOREIGN CORPORATION, GIVE MASSACHUSETTS REGISTRATION DATE:

IF FOREIGN BUSINESS ENTITY TRANSACTING BUSINESS IN MA, GIVE NAME/ADDRESS OF RESIDENT/REGISTERED AGENT IN MA (REQUIRED):

IF COMPANY, GIVE the OWNER'S NAME AND TITLE:

IF PARTNERSHIP, GIVE NAMES AND ADDRESSES OF PARTNERS:

IF TRUST OR LEGAL ENTITY, GIVE NAMES AND ADDRESSES OF TRUST OR LEGAL ENTITY:

MINORITY/WOMEN BUSINESS CLASSIFICATION STATEMENT

1. Our firm is principally (more than 50%) minority owned.

YES _____ NO _____

2. Our firm is principally (more than 50%) woman owned.

YES _____ NO _____

3. Our firm is registered with S.O.M.B.A. (State Office of Minority & Business Assistance)

YES _____ NO _____

SOMWBA CERTIFICATION CATEGORY: _____ / MBE _____ WBE _____

BID FORM
(Must be submitted)

Attestation Clause

Under Chapter 233, Section 35 of the Acts of 1983, political subdivisions and agencies of the Commonwealth must annually furnish to the Commissioner of Revenue a list of all persons who have provided goods, services or real estate space in the aggregate of five thousand dollars (\$5,000.00) or more. Chapter 233 of the Acts of 1983, Sections 35 and 36 require that each provider or vendor of goods and services to any municipal agency must attest that it/he is in compliance of all laws relating to taxes. The Attestation must occur at the time of issuing, renewing, or extending a license, contract or agreement. Any person/company failing to execute this Attestation Clause shall not be allowed to obtain, renew or extend a license, contract or agreement. Each successful bidder shall certify that he is in compliance with Chapter 233 by providing a Social Security Number or Federal Identification Number when a contract is issued.

VENDOR/COMPANY: _____

AUTHORIZED SIGNATURE: _____

TYPED/PRINTED NAME AND TITLE: _____

Certificate of Non-Collusion and Certificate of Bona Fide Bid

As per Chapter 30B, Section 10, any person submitting a bid for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid, as follows:

The undersigned certifies under the penalty of perjury that this bid 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.

VENDOR/COMPANY: _____

AUTHORIZED SIGNATURE: _____

Assurance of Non-Discrimination Compliance

Vendor does not subject employees or applicants for employment by this firm to discrimination on the basis of race, color, national origin, handicap, age or sex, in any of the following areas:

1. Recruitment, hiring, upgrading, promotion, whether for full-time employment, consideration for demotion, transfer, layoff, or rehiring.
2. Rates of pay or any other form of compensation and changes in compensation.
3. Job assignments and seniority status.
4. Granting and returning from leaves of absence, leave for pregnancy, or any other leave.
5. Fringe benefits available by virtue of employment, whether or not administered by the recipient.
6. Selection and financial support for training, including apprenticeship, professional meetings, conferences and other related activities, selection for tuition assistance, and selection for sabbaticals and leaves of absence to pursue training.
7. Employer-sponsored activities, including social or recreational programs.
8. Any other term, condition, or privilege of employment.

VENDOR/COMPANY: _____

AUTHORIZED SIGNATURE/TITLE/DATE: _____

ADDRESS AND TELEPHONE: _____

BID FORM
(Must be submitted)

Certificate of Insurance
(Service Contracts Only*)

As successful bidder on this Contract, you must supply the City of Brockton with a properly endorsed CERTIFICATE OF INSURANCE. Both the City of Brockton and the Vendor shall be named as co-insured/additional insured and the City shall be named certificate holder, and certificates of insurance shall be furnished to both parties. Reporting of accidents and claims shall be done by the Vendor. This Certificate MUST accompany the Contract. Unless otherwise provided for by the Contract, Vendor shall meet the following insurance requirements:

WORKERS' COMPENSATION: The Vendor, before commencing performance of the work required to be done under the Contract, shall provide for the payment of compensation, provided by the General Laws (ter. Ed.) Chapter 152 as amended to all persons to be employed by him/her in connection with said performance and shall continue in full force throughout the period of this Contract.

PUBLIC LIABILITY: Within fifteen (15) days after the award of this Contract the Vendor shall, at his/her own expense, procure and maintain insurance for Public Liability in the minimum amount of \$500,000/\$1,000,000 and Property Damage Liability in the minimum amount of \$50,000/\$100,000.

The policies shall contain a provision worded as follows: "The Insurance Company waives any right to subrogation against the City of Brockton which may arise by reason on any payments under this policy."

The policy/policies must contain on the face a notation that it/they cannot be cancelled without at least thirty (30) days notice in writing to the City as owner.

Furthermore, the certificates of all policies shall provide for notice of cancellation of the Contracting officer and the certificates shall indicate that the above provisions have been included.

***DESIGN/CONSULTING SERVICES, PLEASE PROVIDE PROOF OF PROFESSIONAL LIABILITY INSURANCE.**

AUTHORIZED SIGNATURE: _____

Indemnification and Release

The Vendor shall indemnify and hold the City of Brockton harmless from any and all acts & omissions arising out of this contract by the Vendor, its agents, employees or representatives. Furthermore the term Vendor shall include the aforementioned wherever stated in the Contract.

Further, the Vendor shall indemnify and hold harmless the City of Brockton against any/all suits, claims, actions, costs or damages to which the City may be subject to by reason of damages to the property or person of anyone, arising or resulting from fault, negligence, or wrongful omissions by the Vendor. Said indemnification and hold harmless should apply in any event that a claim is brought against the City of Brockton for said acts caused by others.

The Vendor, their agent(s), representatives or employees shall release and hold the City of Brockton harmless for any injury to themselves, corporate officers, agents, representatives or employees in connection with the performance or omission of this Contract or any related sub-contract thereof.

AUTHORIZED SIGNATURE: _____

BID FORM
(Must be submitted)

DEVIATION SHEET

All deviations and/or substitutions from the original specified items (or equal) must be noted in writing on the Deviation Sheet. Additional pages may be used if necessary. These items shall be approved by the lead department for compatibility, workmanship, and functionality before award of contract.

PLEASE LIST BELOW:

COMPANY: _____

TYPED NAME: _____

SIGNATURE: _____

TITLE: _____

BID FORM
(Must be submitted)

VENDOR WORK HISTORY

A. The undersigned proposes to supply the **FY2022 DESIGN SERVICES FOR DOWNEY ELEMENTARY SCHOOL MODULAR CLASSROOMS DEMOLITION AND UPDATES Brockton Public Schools.**

B. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon, according to all the requirements of the specifications.

1. Have been in business under present business name for _____ years.
2. Are you fully licensed to do business under this contract? _____
3. Do you comply with all ordinances and regulations mandated by M.G.L. and the community in which you are located? _____
4. Ever fail to complete any work awarded? _____
5. Have you been involved in litigation in the past five (5) years? _____
6. List at least three (3) state, local or private companies and/or organizations which you have served recently of similar character as required for the above-mentioned.

| | | | |
|------------------------|-----------------------|--------------------|-----------------------------------|
| <u>LOCATION</u> | <u>PHONE #</u> | <u>DATE</u> | <u>DESCRIPTION OF WORK</u> |
|------------------------|-----------------------|--------------------|-----------------------------------|

1. _____
2. _____
3. _____

C. Bidders shall indicate firm date of delivery on receipt of contract and subsequent purchase order form the City of Brockton.

DELIVERY DATE: _____

COMPANY: _____

TYPED NAME: _____

SIGNATURE: _____

TITLE: _____

D. Bidders shall note that this bid reflects all changes in addendum/amendment numbers:_____

BID FORM
(Must be submitted)

Debarment Certification

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non-procurement programs from the Commonwealth of Massachusetts, the US Federal Government, and/or the City of Brockton. "Principal" means supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Chief Procurement Officer of the City of Brockton at any time during the period of the contract or prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the firm or its officers. This certification is a material representation of fact upon which reliance will be placed when making the proposal award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the City of Brockton, the contract will be cancelled and the proposal award revoked.

Firm Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-mail address _____

Signed by Authorized Firm Representative:

Print Name _____

Date _____

BID FORM
(Must be submitted)

GENERAL CONDITIONS

I. GENERAL WORK DESCRIPTION

A. SCOPE OF SERVICES

The Brockton Public Schools is seeking FY2022 DESIGN SERVICES FOR DOWNEY ELEMENTARY SCHOOL MODULAR CLASSROOMS DEMOLITION AND UPDGADES within the City of Brockton.

B. INSURANCE REQUIREMENTS:

1. Before commencing performance of any work on the project, the Contractor shall furnish evidence of insurance coverage for payment of Worker's Compensation and the furnishing of other benefits under Chapter 152 of the General Laws (the Worker's Compensation Law) to all person to be employed during the work covered by the Contract and shall continue such insurance in full force and effect during the term of this project. Failure to provide and continue in force such insurance and aforesaid benefits shall be deemed a material breach of the Contract covering the project and shall operate as an immediate termination thereof at the election of the Awarding Authority. Said insurance shall be acceptable to the Awarding Authority and the policy shall be submitted to the Awarding Authority for examination as a part of the Contract Documents. Satisfactory certificates of insurance of said insurance shall be filed with the Awarding Authority prior to the commencement of any work by the Contractor on this project.
2. The insurance required shall include all major divisions of coverage and shall be on a comprehensive basis including Premises and Operations, Owner's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owner, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater:

Employer's Liability: \$500,000

Comprehensive General Liability Insurance:

| | |
|---------------------------|--|
| Bodily Injury Liability | \$500,000 per person \$1,000,000 per occurrence |
| Property Damage Liability | \$500,000 per occurrence \$2,000,000 annual aggregate |

Motor Vehicle Insurance:

| | |
|--|--|
| Bodily Injury | \$500,000 per person \$1,000,000 per occurrence |
| Property Damage Or, Combined Single Limit | \$500,000 per occurrence \$1,000,000 |

Excess Liability (Umbrella) Insurance:
Combined Single Limit \$2,000,000

3. The Contractor shall effect and maintain insurance against all risks of physical loss upon all work in place and all materials stored at any work site, whether or not covered by payments made by the Awarding Authority. This insurance shall be in an amount equal to the full replacement cost thereof at all times and shall be for the benefit of the Awarding Authority and the Contractor as their interest may respectively appear. This insurance shall be placed with such company or companies as may be acceptable to the Awarding Authority.

4. In the event that the form of any policy or certificates of insurance required under this Contract or the amount thereof, if not especially specified herein, or the companies writing the same are not satisfactory to the Awarding Authority, the Contractor will secure other policies or certificates in form and amount and with companies satisfactory to the Awarding Authority.

The Contractor shall not cause any policies to be canceled or permit them to lapse, and all insurance policies shall include a clause to the effect that the policy shall not be canceled or changed until fifteen days after the Awarding Authority, as herein defined, and has received written notice thereof as evidenced by return receipt of registered letter. All certificates of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the insurer, evidencing particularly that the Awarding Authority is included as one of those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause.

5. All insurance shall be written on an occurrence basis, unless the Awarding Authority approves in writing coverage on a claims-made basis.

C. PATENT INFRINGEMENTS:

The Contractor shall hold and save the Awarding Authority, its officers, and employees, harmless from liability of any nature or kind, including costs, and expenses for or on account of any, patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the work covered by these Specifications, including its use by the Awarding Authority.

D. LAWS AND ORDINANCES:

1. All work to be performed under this Specification shall be in accordance with all applicable laws, State or Federal, and all applicable ordinances, codes, rules and regulations of the Awarding Authority or any public board or officer having jurisdiction, regulation or control over any work to be done hereunder.
2. The building code of the City of Brockton shall be the minimum required for all work, but the Specifications shall govern wherever the Specification requirements are in excess of, greater than, or more stringent than code requirements and are permitted under the code.

E. PROVISION OF LAW DEEMED INSERTED:

1. Every provision required by law to be inserted herein, and especially those required by Chapter 7C of the General Laws, as amended, shall be incorporated herein by reference, to the extent that such is not already included herein as if it were set forth herein in its entirety. These documents shall be read and enforced as though such provisions were included herein and, if through mistake or otherwise such provision is not so inserted or is incorrectly inserted, then, upon the application of either party, these documents shall be amended to meet the requirements of the law.
2. In the event of any conflict between the provisions of these documents and the provisions required to be inserted herein, such latter provisions shall control.

F. INVALID CLAUSES:

1. If any provision of this Specification shall be such as to render it invalid or illegal, then if it shall not appear to have been made by the parties, it shall not be deemed to form part thereof, but the balance of the Specifications shall remain in force and effect.
2. The titles, headings and notes contained in the Specifications are solely to facilitate reference to various portions of the Specifications and in no way affect, limit or cast light upon the interpretation of the portion to which they refer.

G. INDEMNITY:

The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss, expense, liability, damages, or claims for damages, including costs of defending any action on account of any injury or damage to buildings, improvements or property of the City or any person, firm, corporation or association and on account of any injury (including death) to any person or persons arising or resulting from the work provided for or performed under the Contract documents or from any act, omission or negligence of the Contractor. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any insurance provided by the Contractor under the Contract. The Contractor shall furnish insurance to the Awarding Authority for the performance of the provisions of this paragraph.

H. SAFETY REQUIREMENTS; OSHA TRAINING [M.G.L. c. 30, s. 39S]

The Contractor shall comply and shall cause all subcontractors and persons employed on the Work to comply with all applicable safety requirements. By executing this contract, the Contractor hereby certifies 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 all employees to be employed in the work subject to this bid 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. Any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

I. CORI

Contractor acknowledges that all employees and workmen who are to perform work under this contract are subject to screening by Owner by means of conducting a Criminal Offender Record Information Search (CORI). Contractor warrants that it will provide workmen whose CORI shows no reason to prohibit contact with children of school age. Each such workman from the awarded vendor shall be required to submit a completed and signed CORI form which will be forwarded along with contract to be signed.