



**REQUEST FOR PROPOSAL, (RFP)  
INTEREST FORM BID FORM**

**Instructions: If your firm/company is interested in responding to this BID, then BID Interest Form 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.**

<b>Awarding Authority:</b>	<b>CITY OF BROCKTON BROCKTON PUBLIC SCHOOLS</b>
<b>Contract / Bid Number:</b>	<b>2480-0012R</b>
<b>Name of Bid:</b>	<b>FY2024 WASTE DISPOSAL SERVICES</b>

**EMAIL THIS BID INTEREST FORM TO:**

BROCKTON PUBLIC SCHOOLS / OFFICE OF FINANCIAL SERVICES
Email:carlwalker@bpsma.org

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.***

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>City/Town, State &amp; Zip:</b>	
<b>Company Telephone #:</b>	
<b>Company Fax #:</b>	
<b>Company Contact Person/Title:</b>	
<b>Contact Person Email Address:</b>	
<b>Date Submitted:</b>	

By: \_\_\_\_\_  
**(Signature of Authorized Representative)**

May 8, 2023

Gentlemen:

Enclosed you will find specifications for a **FY2024 WASTE DISPOSAL SERVICES CITY OF BROCKTON FOR THE BROCKTON PUBLIC SCHOOLS** that you may bid if you are interested.

Bid envelopes should be marked, **"SEALED BID – FY2024 WASTE DISPOSAL SERVICES CITY OF BROCKTON FOR THE BROCKTON PUBLIC SCHOOLS , BROCKTON, MASSACHUSETTS."**

The sealed bid will be opened and publicly read on **Thursday, May 25, 2023, at 10:00 a.m.** at the Brockton Public School Office of Financial, 43 Crescent Street, 1st floor, Brockton, Massachusetts 02301.

**PLEASE BE ADVISED THAT THE AWARD OF CONTRACTS BY THE BROCKTON SCHOOL COMMITTEE FOR ANY ITEM(S) LISTED HEREIN IS CONTINGENT UPON APPROPRIATE FUNDING BY THE BROCKTON CITY COUNCIL FOR THE SCHOOL DEPARTMENT'S 2024 BUDGET.**

Sincerely,

Aldo E. Petronio  
Chief Financial Officer

AEP:mjb

**SCHOOL BID**

**FY2024 WASTE DISPOSAL SERVICES**  
**CITY OF BROCKTON FOR THE BROCKTON PUBLIC SCHOOLS**

**BROCKTON, MASSACHUSETTS**

**BID NUMBER: 2480-0012R**

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

Michael P. Thomas  
Superintendent of Schools  
Brockton, Massachusetts

**ADVERTISING DATES:**

**GOODS & SERVICES & COMMBUYS**  
Wednesday, May 10, 2023, at 10:00 A.M.

**THE ENTERPRISE**  
Wednesday, May 10, 2023

**BID DEADLINE DATE:**

Wednesday, May 24, 2023, at 4:00 p.m.

**BID OPENING DATE:**

Thursday, May 25, 2023, at 10:00 a.m.

## **BROCKTON PUBLIC SCHOOLS**

**Office of Financial Services  
43 Crescent Street  
Brockton, Massachusetts 02301**

### **PROPOSAL**

Sealed bids for **FY2024 WASTE DISPOSAL SERVICES CITY OF BROCKTON FOR THE BROCKTON PUBLIC SCHOOLS** will be received by the Office of Financial Services, 43 Crescent Street, Brockton, Massachusetts, until **4:00 p.m., Wednesday, May 24, 2023**, and be publicly opened and read on **May 25, 2023, at 10:00 a.m.**

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 bidding procedures shall be in strict accordance with Chapter 30B of the General Laws Section I through 25, inclusive.

The awarding authority reserves the right to reject any or all bids and to waive any informalities in the proposal if it be in the public interest to do so, provided such rejection of waiver be in conformance with Sections I to 25, inclusive of Chapter 30B of the General Laws as adopted.

### **INFORMATION FOR OFFERORS**

1. Specifications are available after **1:00 P.M., on Wednesday, May 10, 2023.**
2. Bid forms are available on our website. The hyperlink is <http://www.bpsma.org/departments/purchasing/2024-bids>. Should you require a paper copy you may contact our office.
3. Bids will be publicly opened and read at the Office of Financial Services, 43 Crescent Street, Brockton, Massachusetts, on **Thursday, May 25, 2023, at 10:00 a.m.**
4. **ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE REJECTED. SEAL BIDS HAVE TO MAILED OR HAND DELIVERED. NO EMAILS OR FAXES ALLOWED.**
5. All successful bidders of corporations which are located outside the confines of the Commonwealth of Massachusetts must be registered with the Secretary of the Commonwealth of Massachusetts as a Foreign Corporation to do business in the Commonwealth of Massachusetts prior to the awarding of the bid.
6. Action on the award of bids will be taken within approximately forty-five (45) days after the opening of the bid.

7. Contracts will be in force for a three year term from July 1, 2023, until June 30, 2026. **Said contract will be cancelled if funds are not appropriated or otherwise made available to support continuation of performances during any fiscal year.**
8. The School Committee of the City of Brockton may make such investigation as is deemed necessary to determine the ability of the bidder to enter into the proposed lease agreement, and the offer shall furnish to the School Committee of the City of Brockton all such information and data for this purpose as the School Committee may request. The School Committee reserves the right to reject any bid if the evidence submitted by the bidder or investigation of such bidder fails to satisfy the School Committee that such bidder is properly qualified to carry out the obligation of the lease.
9. **ALLOW ADEQUATE TIME FOR MAIL DELIVERY OF BIDS AND FOR DELIVERY BY OVERNIGHT EXPRESS SERVICES.**
10. PAYMENTS: The successful bidder(s) must comply with the following billing procedures: Invoices shall be submitted in triplicate (one copy shall be marked ("ORIGINAL") unless otherwise specified and shall contain the following information: Contract or service number, item number, contract description of supplies or services sizes, quantities, unit prices and extended totals. Unless otherwise specified, payment will be made on partial deliveries accepted by the City of Brockton when the amount due on such deliveries so warrants.
- Three (3) legible copies of invoices must be submitted to:
- Brockton Public Schools  
Accounts Payable Office  
43 Crescent Street  
Brockton, Massachusetts 02301  
Attn.: Ms. Irene Bassett
11. Questions regarding any item should be directed to:
- Brockton Public Schools  
43 Crescent Street  
Brockton, Massachusetts 02301  
Attn.: Mr. Kenneth M. Thompson  
(508) 580-7503
12. Brockton School Department reserves the absolute right to choose any **FY2024 WASTE DISPOSAL SERVICES CITY OF BROCKTON FOR THE BROCKTON PUBLIC SCHOOLS** which best meets its needs based on the degree of location, condition, evaluation and suitability for the particular purpose.
13. The City of Brockton is an Affirmative Action/Equal Opportunity/Title IX employer.

**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.

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**For use by CORPORATIONS ONLY:**

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PROPER CORPORATE NAME

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SIGNATURE OF AUTHORIZED CORPORATE OFFICER

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FEDERAL IDENTIFICATION NUMBER (FEIN)

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**For use by INDIVIDUALS OR COMPANIES OTHER THAN CORPORATIONS ONLY:**

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SIGNATURE OF INDIVIDUAL \*

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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.

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**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 \_\_\_\_\_.

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Signature of Clerk/Officer

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

**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.**

**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



**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 \_\_\_

**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: \_\_\_\_\_

**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: \_\_\_\_\_

**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: \_\_\_\_\_

**VENDOR WORK HISTORY**

A. The undersigned proposes to supply the **FY2024 WASTE DISPOSAL SERVICES AT VARIOUS 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.

<b><u>LOCATION</u></b>	<b><u>PHONE #</u></b>	<b><u>DATE</u></b>	<b><u>DESCRIPTION OF WORK</u></b>
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: \_\_\_\_\_

**FY2024 WASTE DISPOSAL SERVICES SPECIFICATIONS**  
**CITY OF BROCKTON FOR THE BROCKTON PUBLIC SCHOOLS**

**Estimated Number of Units:** There are approximately twenty-five (25) locations within the City of Brockton as follows: This includes existing locations and/or new location as they are identified

<b>School Location</b>	<b># of Containers Trash/Recycle</b>	<b>Size</b>	<b>Weekly Pickups Trash/Recycle</b>
Angelo K-5	1/1	10/10 yds	5/2
Arnone K-5	1/1	10/8 yds	5/1
Ashfield 6-8	1/1	8/8 yds	4/2
B. B. Russell/ Barrett K	1/1	8/8 yds	2/1
Baker K-5	1/1	10/10 yds	5/1
Brookfield K-5	1/1	8/8 yds	5/2
BHS Stadium Container	1	10 yds	On-call
BHS SC Compactor	1	35 yds	On-call
BHS OCC Compactor	1	42 yds	On-call
Crosby Adm. Building	1/1	6/2 yds	2/3
Davis K-8	1/1	10/8 yds	5/2
Downey K-5	1/1	8/8 yds	5/2
East Middle 6-8	1/1	10/10 yds	3/2
Champion	1/1	10/10 yds	2/2
George K-5	1/1	10/10 yds	5/2
Gilmore K-5	1/1	8/8 yds	2/1
Hancock K-5	1/1	8/8 yds	4/2
Huntington K-5	1/1	10/8 yds	4/2
Kennedy K-5	1/1	8/8 yds	5/2
North Middle 6-8	1/1	10/10 yds	3/2
Plouffe 6-8	1/1	10/10 yds	5/2
Raymond K-5	1/1	10/8 yds	5/2
South Middle 6-8	1/1	10/10 yds	3/2
West Middle 6-8	1/1	10/10 yds	5/2
Goddard	1/1	8/8 yds	1/1
Paine Adult Learning	1/1	8/8 yds	1/1
School Warehouse	1/1	8/8 yds	On-call



## **GENERAL CONDITIONS**

### **I. CONDITIONS OF BIDDING**

- A. BID DEPOSIT**
- B. REFERENCE TO PAYMENT BOND**

### **II. GENERAL WORK DESCRIPTION**

- A. SCOPE OF SERVICES AND REQUIREMENTS**
- B. MATERIAL AND WORKMANSHIP**
- C. WAGES**
- D. PERMITS AND NOTIFICATIONS**
- E. MATERIAL REFERENCES**
- F. APPROVALS**
- G. PAYMENT TO CONTRACTORS**
- H. INSURANCE REQUIREMENTS**
- I. PATENT INFRINGEMENT**
- J. LAWS AND ORDINANCES**
- K. PROVISION OF LAW DEEMED INSERTED**
- L. INVALID CLAUSES**
- M. INDEMNITY**
- N. HOURS OF WORK**
- O. QUALIFICATION OF EMPLOYMENT**
- P. FREEDOM OF EMPLOYMENT TO LODGE, BOARD AND TRADE**
- Q. SAFETY REQUIREMENTS; OSHA TRAINING [M.G.L. c. 30, s. 39S]**
- R. CONTRACT LIMITATION**
- S. CORI**



## **I. CONDITION OF BIDDING**

- A. **BID DEPOSIT:** Each bidder must deposit with his/her bid, a security deposit in the amount of **five percent (5%)** of the base bid, either in the form of a certified check, cashier's check issued by a responsible bank or trust company, or bid bond, payable to the City of Brockton.
- B. **PAYMENT BOND:** The successful bidder shall furnish a **Payment Bond equal to fifty percent (50%)** of the total contract value. This Bond must be purchased from a surety company authorized to transact business in the Commonwealth of Massachusetts. The premiums for the bond are to be paid by the successful bidder and are to be included in the contract price. The Bonds shall be written in conformance with Massachusetts General Laws, Chapter 149.

## **I. GENERAL WORK DESCRIPTION**

### **A. SCOPE OF SERVICES**

The Brockton Public Schools is seeking FY2024 FOOD SERVICE EQUIPMENT REPAIR SERVICE to meet its needs in this area of concern.

#### **I. On-Call Services**

The Brockton Public Schools is seeking to establish a working relationship with a Contractor for on-call FY2024 FOOD SERVICE EQUIPMENT REPAIR SERVICE.

The Owner will establish a service order request system with the contracted vendor for all requested service(s). This service is to be provided to the Owner as scheduled on an as needed basis with priority given to emergency service or service for critical areas within the school system. While most service will be scheduled during normal work hours, it is inevitable that emergency or priority service work may arise which will require the response of the contracted vendor beyond normal working hours.

**Because all work performed by the Brockton Public Schools is subject to State Wage Rate Laws, all invoices must include a breakdown of per hour labor cost and material(s) costs as separate items so that payment of State Prevailing Wage Rates for all involved trades may be confirmed.**

### **B. MATERIALS AND WORKMANSHIP:**

Unless otherwise specifically provided for in the Specifications, all services, workmanship, equipment, materials, and articles incorporated in the work covered by these Specifications are to be of the best grade of their respective kinds for the purpose for which they are intended. Where equipment, materials or articles are referred to in the Specifications as "equal" to any particular standard, the Awarding Authority or those delegated by them shall decide the question of equality.

### **C. WAGES:**

The wages paid to labor on this work shall not be less than the minimum wage rates established by the Commission of Labor and Industries of the Commonwealth of Massachusetts.

**D. PERMITS AND NOTIFICATIONS:**

The Contractor shall obtain and pay for all required licenses and permits for the work herein provided in these Specifications. The Contractor is also responsible for the timely filing of all necessary notifications involving environmental issues related to the project with all appropriate Federal, State, and Local authorities.

**E. MATERIAL REFERENCES:**

Specific reference in the Specifications to any article, device, product, materials, fixtures, form or type of construction or installation, etc., by name, make or catalog number shall be interpreted as establishing a standard of equality and shall not be construed as limiting competition. The Contractor, in such cases may at his/her option use any article, device, product, materials, fixtures, form or type of construction or installation which in the judgment of the Awarding Authority or those delegated by them is equal to that named.

**F. APPROVALS:**

All notices, demands, requests, instructions, approvals, and claims must be submitted in writing.

**G. PAYMENT TO CONTRACTOR:**

Payments are to be made in accordance with the provisions of Chapter 627, paragraph 1 of the Acts of 1961 which provisions are contained in the proposed Contract Form.

**H. 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 \$500,000 per occurrence  
Or, Combined Single Limit \$1,000,000

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

3. The Contractor shall affect 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, 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.

**I. 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.

**J. 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.

**K. PROVISION OF LAW DEEMED INSERTED:**

1. Every provision required by law to be inserted herein, and especially those required by Chapter 149 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.

**L. 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.

**M. INDEMNITY:**

The Contractor agrees to indemnify and save the Awarding Authority 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.

**N. HOURS OF WORK:**

No laborer, worker, mechanic, foreman, or inspector working within the Commonwealth, in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the Contract, shall be required, or permitted to work more than eight hours in any one day,

except in cases of emergency, the Awarding Authority, being subject to Section 31, of Chapter 149 of the General Laws.

**O. QUALIFICATIONS FOR EMPLOYMENT:**

In the employment of mechanics, teamsters, chauffeurs, and laborers, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement for their employment who are male veterans as defined in Clause 43 of Section 7 of Chapter 4 of the General Laws, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be found in sufficient numbers, then to citizens of the United States.

**P. FREEDOM OF EMPLOYMENT TO LODGE, BOARD AND TRADE:**

Every employee in the work to be performed under this Contract shall be allowed to lodge, board, and trade where and with whom he elects and no person or his agents or employees shall directly or indirectly require as a condition of employment in said work, that an employee shall lodge, board or trade at a particular place or with a particular person.

**Q. 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.

**R. CONTRACT LIMITATION: (\$350,000.00)**

In no event shall payments by the Owner to Contractor, under this contract, exceed Three Hundred and Fifty Thousand (\$350,000.00) Dollars in the aggregate (i.e., total labor and materials). Contractor shall be responsible for tracking all invoices submitted and all payments made under the contract. Contractor agrees and warrants that it will not submit any invoices which exceed Three Hundred and Fifty Thousand (\$350,000.00) Dollars in the aggregate; and to reimburse Owner for any payments made to contractor more than Three Hundred and Fifty Thousand (\$350,000.00) Dollars.

**S. 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.