

**Auburn Public Schools
5 West Street
Auburn, MA 01501**

INVITATION FOR BIDS

**Removal of Existing and Installation of New Slit-Film Artificial Grass
on Football Field
Located at
Auburn High School
99 Auburn St.
Auburn, MA 01501**

Project Number: #017-HS-Football Field 1-30-19

**Bids Due:
Wednesday, January 30, 2019 @ 4:00 PM
5 West Street, Auburn, MA 01501**

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I. GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS

Bids must be delivered by 4:00 PM, Wednesday, January 30, 2019 to the Auburn Public Schools, 5 West Street, Auburn, MA 01501 or mailed to Cecelia Wirzbicki, School Business Manager. Bids mailed to the District should be postmarked well in advance to insure their receipt by **4:00 PM on January 30, 2019**. The Auburn Public Schools assumes no liability for a vendors bid documents not arriving before the scheduled date and time.

Bids must be submitted in a sealed envelope marked **“Bid # 017-HS-Football Field 1-30-19”**. Please submit one (1) original bid and two (2) copies. Please state, **“Original”** and **“Copy”** on the outside of the bid.

A pre-bid conference and site tour will be held on Monday, January 21, 2019 @ 3:00 PM at the Auburn High School, 99 Auburn Street, Auburn, MA the site of the project. Please report to the Football Field.

Bids will be opened at 4:00 PM on Wednesday, January 30, 2019 at the Superintendent’s Office, 5 West Street, Auburn, Massachusetts. The Auburn Public Schools uses the clock in the School Committee Meeting Room to determine the time of the bid opening. Please plan accordingly.

The contract will be awarded within 30 days of the bid opening, unless the time for awarded is extended by mutual consent of the parties.

If any changes are made to this IFB, an addendum will be issued. Addenda will be emailed to all bidders on record as having requested the IFB. Addenda will also be posted to the District’s website on the Facilities Page. The Auburn Public Schools assumes no liability if a vendor fails to inform them they are a vendor on record.

Questions concerning this IFB must be submitted by email to Joseph Fahey, School Facility Manager – jfahey@auburn.k12.ma.us Written responses will be emailed or faxed to all bidders on record as having picked up the IFB. The deadline for questions is **Tuesday, January 29, 2019 @ 2:00 PM**. Questions submitted after said date and time will not be accepted by the District.

Bidders may correct, modify, or withdraw a bid by written notice received prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled **“Modification No. ___”**. Each modification must be numbered in sequence, and must reference the original IFB. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the School Department or fair competition. Minor Informalities will be

waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

Vendor shall warranty both the labor and materials for three (3) years. Any follow-up work is at the vendor's expense.

The District may cancel the IFB, or reject in whole or in part any and all bids, if the District determines that cancellation or rejection serves the best interest of the District.

All bid prices submitted in response to this IFB must remain firm for six (6) months following the bid opening.

If, at the time of the scheduled bid opening, school offices are closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 4:00PM on the next normal business day. Bids will be accepted until that date and time.

Required Documents Upon Bid Submittal: Bids must include a **Non-Collusion Form, Tax Compliance Certificate, Bid Pricing Sheet, Certificate of Insurance, Reference Form, Certification of Good Faith, Labor Harmony and OSHA Training Certifications, Indemnification and Hold Harmless Agreement and a Bid Deposit of 5% of the value of the total bid.** The bid deposit may be in the form of a certified, treasurer's, or cashier's check from a responsible bank or trust company payable to the Auburn Public Schools; cash; or a bid bond from a surety company.

The vendor awarded this contract given the Rule of Award (see below) must furnish a **Payment Bond of at least 50% of the contract price.** The actual amount will be determined by the District at the time of award. The contractor awarded this contract has ten (10) business days from the date of the notification of the contract award to obtain the Payment Bond. A **Performance Bond at least 50%** of the contract price will be required also at the same time as the Payment Bond.

The Payment and Performance bonds shall be in a form satisfactory to the Auburn Public Schools with a surety company qualified to do business under the laws of the Commonwealth under Chapter 175, Section 106, approved by the US Department of the Treasury, and acceptable as a surety and reinsurer in federal bonds under Title 31 of the United States Code the premiums for which are to be paid by the awarded contractor and are included in the contract price.

Bids are required to be signed by an authorized individual(s). Bids must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a

partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

Prevailing Wage: Prevailing Wage applies to all aspects of this job. Wage sheets are attached.

II. SCOPE OF SERVICES

General Description of Services Required: The Auburn Public Schools seeks bids from qualified vendors to furnish all labor, materials, tools and equipment necessary to remove existing artificial grass and install slit-film artificial grass as indicated on the plans; including components and accessories required for a complete installation of the Auburn High School Football Field in conformity with all legal requirements and with local policies.

Pricing and pricing formats: Bidders must use the attached "Bid Pricing Sheet" to submit their proposed contract price. Bid prices submitted in response to this IFB must remain firm throughout the contract period.

Contract Type: This is a firm fixed-price contract.

Performance Deadlines: Work must commence on or about **July 1, 2019 and end no later than August 12, 2019, if not sooner.** The District will work with the vendor prior to the anticipated start. To be considered complete, the job sites must be clear of debris, materials, refuse, and contractor's supplies and tools. The awarded contract will state the completion deadline as agreed by mutual consent.

Specifications: Please refer to the attached documents for detailed specifications. Specifically, please refer to the drawing in this IFB.

III. BIDDER QUALIFICATION REQUIREMENTS

Bidders must provide all of the services described in Section II: Scope of Services; comply with all Bid Submissions Requirements listed in Section I; and comply with all requested references, forms, terms and conditions referenced in Sections IV through XI. Bidders must have a minimum of three (3) years of satisfactory performance in public contracts specifically with the installation of turf fields work and have performed at least three (3) different contracts similar in size or scope to the proposed contract. The District will ask for validation.

The successful Contractor upon award, must pay employees prevailing wages as determined by the Division of Occupational Safety within the Department of Labor and Workforce Development. A prevailing wage sheet is attached in this bid document.

The Contractor shall keep in force at all times during the term of this contract, a policy or policies of insurance as specified in the General Laws of Massachusetts relating to public construction. The Contractor shall carry public liability insurance at least \$1,000,000 limits including property damage coverage of not less than \$100,000 or more at the discretion of the Contractor(s) in order to protect this interest. The vendor(s) must submit a **Certificate of Insurance at time of the bid submittal** that the required limits are available and that the Auburn Public Schools must be names as an additional insured on the required insurance policies and Certificate of Insurance.

IV. REFERENCES

Bidders must submit a list of all jobs performed in the past three (3) years that are similar in size and scope to this project, with contact names and telephone numbers. A Reference Form is attached. Be advised that poor references may be a basis for a determination the bidder is not a responsive and responsible bidder. See Attachment 1.

V. RULE OF AWARD

The contract will be awarded to the lowest responsible and eligible bidder as defined in M.G.L. c 30, §39M offering the lowest contract price for all required services and meeting all criteria set forth in this Invitation for Bids (IFB) including successful Reference checks.

VI. BID PRICING SHEET

Bidders must use the enclosed **Bid Pricing Sheet** to submit a firm and fixed bid price. See Attachment 2.

VII. NON-COLLUSION FORM

Bidders must complete and submit with their bid the enclosed Certificate of Non-Collusion and the Tax Compliance Certification. See Attachment 3.

VIII. TAX COMPLIANCE CERTIFICATION FORM

Bidders must complete and submit with their bid the enclosed Tax Compliance Certification. See Attachment 4.

IX. ADDITIONAL CONTRACT TERMS AND CONDITIONS

The awarded contract must contain various provisions relating to wages and employment conditions, including but not limited to, the payment of prevailing wage rates as set by

the Department of Labor and Workforce Development; hiring preferences for veterans and residents of Massachusetts; and workers' compensation coverage. The successful vendor must adhere to all conditions of the Massachusetts Prevailing Wage Law, G.L. c 149, sections 26-27; c. 5, section 1, c. 71, section 7A and c. 121B section 29B (attachment 6).

The awarded contract must contain provisions requiring the awarded authority to adjust the price if conditions differ substantially or materially from the plans or if the awarding authority suspends or delays the work for 15 days or more. The contract should also include terms governing the adoption and pricing of change orders. The contract will specify who is authorized to approve change orders on behalf of the parties and will state that the awarding authority is not obligated to pay for change orders that are not approved in writing.

The District will require a **Payment Bond of at least 50% of the contract price** and a **Performance Bond of at least 50% of the contract price** within ten (10) business days from the date of the notification of the contract award.

Contractors that are incorporated outside of Massachusetts must certify compliance with certain corporation laws. The Secretary of the Commonwealth and the Department of Revenue will be notified if the contract is awarded to an out-of-state corporation.

X. SAMPLE AGREEMENT ONLY; ACTUAL AGREEMENT WILL BE DIFFERENT

**REMOVAL OF EXISTING ARTIFICIAL GRASS AND
INSTALLATION OF NEW SLIT –FILM ARTIFICIAL GRASS
ON FOOTBALL FIELD
@ AUBURN HIGH SCHOOL**

**AUBURN PUBLIC SCHOOLS
5 WEST STREET
AUBURN, MA 01501
Telephone: (508) 832-7755 Fax: (508) 832-7757**

AGREEMENT

AGREEMENT made this _____ day of January 2019 between the Auburn Public Schools, a school district with a usual place of business at 5 West Street, Auburn, Worcester County, Massachusetts (“APS”) and _____ [company], a corporation having a usual place of business at _____ (the “Contractor”).

WHEREAS, APS is interested in entering into an Agreement for the purpose of removal of existing and installing of new Silt-Film Artificial Grass on football field located at Auburn High School, 99 Street, Auburn, MA 01501 and all that is required.

WHEREAS, the Contractor submitted a bid for the services sought by the APS, and the Contractor’s bid has been found by the APS to be acceptable;

NOW THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt whereof is hereby acknowledged, the APS and the Contractor mutually agree as follows:

1. The following shall be deemed to be part of this Agreement:
 - a. Contract Specifications and as such incorporated herein by reference.
 - b. The bid by the Contractor attached and as such incorporated herein by reference.
 - c. The Performance Bond, the Payment Bond and Bid Deposit.
 - d. The Agreements herein contained and recited.
 - e. All provisions required by law to be inserted in this Agreement whether actually inserted or not.

All of the above, taken as a whole, shall constitute the Contract documents, and the provisions of the Slit-Film Artificial Grass Contract Specifications and of the bid by the Contractor shall operate as provisions of this Contract. The Contractor acknowledges that it has copies thereof. It shall comply in all respects with all of the requirements and obligations contained in said specifications and bid, as if fully set forth verbatim herein. In event of any conflict, inconsistency or ambiguity between this Contract and the documents incorporated herein by reference, the following order of priority shall control interpretation of Contract documents: first, the Contract; second, the procurement issued by the APS, including its Specifications and all Addenda; and lastly, the bid response submitted by Contractor.

2. The Contractor hereby initially agrees to remove existing and install new Slit-Film Artificial Turf at the Auburn High School football field and all that is required of that job in line with the approved budget.

3. All of the above to be at the prices set forth in and in conformance with the Vendor's bid submitted on January 30, 2019.

4. This Contract shall be effective from _____ until _____, unless sooner terminated at the option of the Auburn Public Schools with possible renewals if the job is not complete to the satisfaction of the District.

5. The Auburn Public Schools shall pay the Contractor for services rendered in accordance with the Contractor's bid. Payment for services rendered pursuant to this Contract shall be made upon full completion for services actually performed. The Contractor must submit bills to the Auburn Public Schools in a timely fashion in order to assure payment.

6. The Contractor shall, if requested, furnish and maintain during each month of the term of this Contract, bonding for insurance in favor of the Auburn Public Schools in the amount of at least _____, said insurance guaranteeing the fulfillment of all terms and conditions of the Contract. The cost of such insurance is to be paid by the Contractor and evidence of such insurance shall be furnished to the Auburn Public Schools.

7. Both parties hereto recognize that the Contractor (including its employees and agents), while engaged in carrying out and complying with any of the terms and conditions of this Contract, is an independent contractor and is not an officer, agent or employee of the Auburn Public Schools.

8. The Contractor shall assume all liability of every kind and nature arising from said service required by the Contract, either by accident, negligence, vandalism, theft, or any cause whatsoever, and shall indemnify the Auburn Public Schools, and its authorized representatives, as to all liability of every kind and nature that the Auburn Public Schools may suffer.

9. This Contract is subject to appropriation or availability of other funds by the Town of Auburn and by the Auburn Public Schools as determined by the Town of Auburn and by the Auburn Public Schools in their sole discretion.

10. If the Contractor fails to provide the contracted services, appropriate school agents may deduct the costs of this failed service due the Contractor (from the bonds) and seek another vendor to complete said job.

11. If it is determined at any time by the Auburn Public Schools that the Contractor has violated any of the provisions of the Contract, or of the provisions of the Massachusetts General Laws, the Auburn Public Schools may terminate this Contract at any time. Termination may be based on default in performance, non-conformity of performance, breach of the terms or conditions of the contract, work stoppages, strikes, lockouts, unavailability of equipment, failure in any respect to perform the service with promptness and diligence, bankruptcy, receivership or any condition that impairs the value of service under this Contract. Any such termination shall not be considered an election of remedies and shall not limit the right of the Auburn Public Schools to pursue any other remedy at law or in equity. The Contractor shall be liable for all damages suffered by the Auburn Public Schools as a result of termination of this Contract.

12. The rights of the Auburn Public Schools after termination of the Contract shall be in addition to any and all legal and equitable remedies.

13. All unlawful provisions of this Contract shall be deemed stricken from the Contract without affecting the binding force of the remainder of the Contract.

14. The Contract shall be executed in two counterparts, each of which shall be deemed an original and both of which, taken together, shall be deemed one and the same instrument.

15. This Contract shall be interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts.

16. The obligation of the Auburn Public Schools under this Contract shall be dependent on annual availability and appropriation of funds as determined by the Auburn Public Schools in its sole discretion. The Auburn Public Schools shall give the (VENDOR NAME) thirty (30) days written notice of such termination for lack of funds.

17. The (VENDOR NAME) shall not assign, sublet nor transfer neither its interest herein nor any part hereof without the Auburn Public Schools written consent. Any assignment to which the Auburn Public Schools may consent shall be on the express condition that all claims, defenses or set-offs available to the APS against the (VENDOR

NAME) shall be available against any assignee. Nothing herein shall be interpreted as requiring the Auburn Public Schools to consent to any assignment.

18. Change Orders must be pre-approved in advance by a minimum, the District's Facility Director and/or School Business Manager. No payments will be made to the vendor if the scope of work changes without an approved Change Order on file.

19. Vendor warrants this work including for three (3) years beyond completion date. All follow-up work to be done at vendor's expense.

IN WITNESS WHEREOF, the Auburn Public Schools, and _____ have duly executed this Contract, and a duplicate thereof, on the day and year first above written.

By: _____
Dr. Maryellen Brunelle
Superintendent of Schools
Auburn Public Schools
Auburn, Massachusetts

By: _____
VENDOR NAME
VENDOR ADDRESS

XI. ATTACHMENTS

See below

**ATTACHMENT 1
REFERENCE FORM**

Bidder: _____

Title: _____

**BIDDERS MUST PROVIDE REFERENCES FOR ALL CONTRACTS PERFORMED
WITHIN THE PAST THREE (3) YEARS, LISTING AT LEAST THREE (3) OF
SIMILAR SIZE AND SCOPE TO THIS CONTRACT**

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

**ATTACHMENT 2
BID PRICING SHEET
ADD ALTERNATES**

We, _____ (name of company) agree to provide both the product and the labor for removal of existing and the installation of new Slit-Film Artificial Turf located at the Auburn High School football field.

Base Bid Pricing

A. Material Costs \$ _____

B. Labor Costs \$ _____
(See Prevailing Wage Sheets)

C. TOTAL (sum A + B = C) \$ _____

Alternate #1 Pricing

A. Material Costs \$ _____

B. Labor Costs \$ _____
(See Prevailing Wage Sheets)

C. TOTAL (sum A + B = C) \$ _____

Alternate #2 Pricing

A. Material Costs \$ _____

B. Labor Costs \$ _____
(See Prevailing Wage Sheets)

C. TOTAL (sum A + B = C) \$ _____

Alternate #3 Pricing

A. Material Costs \$ _____

B. Labor Costs \$ _____
(See Prevailing Wage Sheets)

C. TOTAL (sum A + B = C) \$ _____

I agree to comply with all provisions of the bid requirements.

Name of Company: _____

Address: _____

City, State, Zip _____

Authorized Representative (Print Name & Title): _____

Signature of Authorized Representative: _____

Telephone Number _____

Date _____

**ATTACHMENT 3
CERTIFICATE OF NON-COLLUSION AND GOOD FAITH**

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

TYPED/PRINTED NAME OF PERSON SUBMITTING BID

NAME OF BUSINESS

SOCIAL SECURITY NUMBER OF FEDERAL IDENTIFICATION NUMBER

DATE

**ATTACHMENT 4
TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. Chapter 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 of Massachusetts related to taxes and that I have file all State tax returns and paid all State taxes required under the law.

SIGNATURE OF INDIVIDUAL SUBMITTING BID OR PROPOSAL

TYPED/PRINTED NAME OF PERSON SUBMITTING BID

NAME OF BUSINESS

SOCIAL SECURITY NUMBER OF FEDERAL IDENTIFICATION NUMBER

DATE

**ATTACHMENT 5
DETAILED SPECIFICATIONS**

See attached specifications.

**ATTACHMENT 6
PREVAILING WAGE SHEETS**

Given the detail of the Prevailing Wage Sheets, the District has included them as a separate, PDF document.

**ATTACHMENT 7
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the maximum extent permitted by law, the (VENDOR NAME) agrees to indemnify or pay on behalf of, defend and hold harmless the Auburn Public Schools and all departments, agents and employees from and against any and all liability (including Employer's Liability) whatsoever arising from the Vendor's operations or the operation of its agent, representative and subcontractors including completed operations. This agreement includes all claims, demands, suits, actions, costs, expenses, judgments, penalties and attorney's fees which may be imposed upon, incurred by, or asserted against the Auburn Public Schools and by reason of (a) any failure on the part of the (VENDOR NAME) to comply with any provision or term required to be performed or complied with by the (VENDOR NAME) under this Agreement; or (b) for the death, injury (personal or bodily), property damage or loss property suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of the (VENDOR NAME) or any person hired by, contracted by or otherwise working with the (VENDOR NAME).

This indemnity and hold harmless agreement shall include indemnity against all cost, expenses, judgments, settlements, penalties and liabilities (including, without limitation, attorney's fees) incurred or in connection with any claims or proceedings brought thereon and the defense thereof with counsel acceptable to the Auburn Public Schools or counsel selected by an insurance company has accepted liability any such claim.

The duties of this section shall survive termination of this agreement.

Name of Company _____

Address: _____
City, State, Zip _____

Authorized Representative (Print Name & Title):

Signature of Authorized Representative

Telephone Number _____ Fax Number _____

Date _____

ATTACHMENT 8
CERTIFICATE OF LABOR HARMONY AND OSHA TRAINING

The undersigned certifies under penalties of perjury that he or she is able to furnish this bid or proposal to the Awarding Authority (the APS) and that it adheres to all Labor Harmony and OSHA Training Certifications. The winning bidder certifies to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work. Also, the winning bidder certifies that all employees are 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.

Name of
Company _____

Address: _____

City, State,
Zip: _____

Authorized Representative (Print Name &
Title): _____

Signature of Authorized Representative: _____

Telephone Number _____

Date: _____

**ATTACHMENT 9
CHECKLIST FORM**

Please include the following items in your bid proposal:

ITEM	COMPLETED AND INCLUDED
Acknowledgement of Addendums (numbered)	
Reference Form	
Certificate of Non-Collusion & Good Faith Form	
Tax Compliance Certification Form	
Bid Pricing Form with Alternates	
Indemnification and Hold Harmless Agreement	
Certificate of Insurance	
Bid Deposit	
Certification of Labor Harmony and OSHA Training	