



NASHOBA

Regional School District

50 Mechanic Street
Bolton, MA 01740

INVITATION TO BID

2023 Florence Sawyer Middle School Classroom Carpet Replacement Project
NASHOBA REGIONAL SCHOOL DISTRICT

The Nashoba Regional School District, “the District” is requesting proposals for the removal of carpeting and installation of VCT flooring in multiple classrooms in the Florence Sawyer Middle School in Bolton, MA. This project will be completed at the Florence Sawyer Middle School Bolton, MA. The District will provide clean, empty rooms; it is the contractor’s responsibility to provide materials and labor for the successful removal of carpet and VCT and installation of the VCT flooring. Bids must be provided in a sealed envelope and marked **“2023 Florence Sawyer Middle School Classroom Carpet Removal /VCT Installation Project Bid”**, **Wednesday May 17th, 2023 at 2:00 PM**. Bids must be received at the Office of the Director of Facilities, Rob Frieswick, 50 Mechanic Street, Bolton, MA on or before **Wednesday May 17th, 2023 at 2:00 PM**, at which time they will be opened and read aloud. A 5% Bid deposit, must accompany the bid submittal. No responsibility shall be attached to any person for the premature opening of bids not properly marked. No bid will be accepted at any other location, after time and date specified. Prospective bidders may obtain a copy of the bid from the Facilities Director or from the Office of the Superintendent, Nashoba Regional School District, 50 Mechanic Street, Bolton, MA 01740.

Bid Copies can be requested via e-mail, phone, or in person:

rfrieswick@nrsd.net – PH 978-779-0539 X3005

They can also be downloaded from www.nrsd.net choose, Departments, Business and Finance.

The successful bidder must furnish a 50% payment bond, 5% bid deposit and a certificate of insurance as detailed in the Article X of the Nashoba Regional School District’s Standard Contract (attached). No bidder may withdraw his bid for a period of sixty days, excluding Saturdays, Sundays and Holidays, after the actual date of the bid opening.

Wage rates are subject to the minimum rates per MGL Chapter 149, Section 26 to 27H, inclusive. These rates are included in the bid documents.

The Nashoba Regional School District reserves the right to accept any bid; reject any or all bids deemed not to be in the District’s best interest; reserve the right to waive or permit correction of minor informalities; and to conduct discussions with all qualified offers in any manner necessary to serve the best interests of the School District and the bidders.

I. Purchase Description

A description of the work to be performed is detailed in the attached specifications. The work includes services necessary to remove carpeting and VCT and replace with VCT identified in the specification, including all materials, labor, and disposal.

No charges will be allowed for federal, state or municipal sales and excise taxes, for which the Nashoba Regional School District of Bolton is exempt. The prices bid shall be net and shall not include the amount of any such tax.

1. Completion Date: **August 4, 2023**
2. Site Meeting: A mandatory pre bid meeting on **May 3, 2023 at 3:30 PM** to take measurements and see existing conditions.
3. Addenda / Questions: All questions must be submitted by phone, or email by **Tuesday May 9, 2023** so that the District, if necessary, can issue an addendum by **Friday, May 12, 2023.**

Contact: *Rob Frieswick*
 Director of Facilities
 Office: (978) 779-0539 ext. 3005
 Email: rfrieswick@nrds.net

II. Evaluation Criteria

Eligible bids will first be examined for their responsiveness to what is requested in this Invitation for Bids. Responsibility of the bidder will then be ascertained. It is the intention of the School District to award the contract to the lowest responsive and responsible bidder.

1. Responsiveness

Bidders must completely fill out and submit the bid form and all other required forms. All supplies and services that are the subject of the bid must meet the minimum standards and specifications set forth in the purchase description including standards by which the procurement officer will determine acceptability as to quality, workmanship, results of inspections and tests, and suitability for a particular purpose.

2. Responsibility

Bidders must demonstrate that they meet the following measures of responsibility:

- (A) Bidder is licensed in the Commonwealth of Massachusetts to do the required work
- (B) Bidder has successfully completed 5 projects of similar size and scope in the last three years. The Nashoba Regional School District will reject any bid from a bidder that fails to demonstrate the necessary experience.

III. Bid Submission Requirements

1. All bid packages must be sealed and marked **“2023 Florence Sawyer Middle School Classroom Carpet Removal /VCT Installation Project Bid”** Bids must be received at the Office of the Director of Facilities, Rob Frieswick, 50 Mechanic Street, Bolton, MA on or before Wednesday May 17 2023 at 2:00 PM, at which time they will be opened and read aloud. Facsimile or e-mail transmissions will not be accepted.
2. The District shall award a contract according to the evaluation criteria set forth in Section II of the Invitation for Bids within 5 days of the receipt of bids. The time for acceptance may be extended by mutual agreement of the successful bidder and the District. A contract shall be awarded to the bidder who has satisfied all criteria of this solicitation and has the lowest price.
3. A bidder may correct, modify or withdraw a bid by written notice received prior to the time and date set for the bid opening. After bid opening, a bidder may not change the price or any other provision of the bid in a matter prejudicial in the interest of the District or fair competition. The Nashoba Regional School District shall waive minor informalities or allow the bidder to correct them.
4. The following forms must be submitted with each bid package, copies of which are provided as attachments to this Invitation for Bids:
 - (A) Bid Form
 - (B) Attachment A
 - (1.) Certificate As To Corporate Bidder
 - (2.) Certificate As To Payment of State Taxes
 - (3.) Certificate of Non-Collusion
 - (4.) Certificate of Fair Labor Practices
5. Other Required Bid Submittals – Documentation that the bidder has the necessary previous experience. Include a list of five projects completed in the past three years of similar size and scope. Include contact names and phone numbers for each project.
6. Project Schedule
 - May 3rd, 2023 Pre Bid Meeting at 3:30PM
 - May 17th, 2023 – Bids Due
 - May 24th, 2023 – Notice of Award to the Low Bidder Execute contract
 - June 26th, 2023 – Commence Work
 - August 4th, 2023 – Completion of work**
7. Communication – All communication with regard to this solicitation must be made to the Director of Facilities, Rob Frieswick, 50 Mechanic Street, Bolton, MA. Verbal communication is not binding and shall not alter a specification, term or condition of this solicitation.

8. Site Visit – Mandatory, to visit the site for the pre bid meeting. Failure or omission of any bidder to inspect the contract areas and/or to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to its bid.
9. Subcontractors – If a bidder intends to use a subcontractor to conduct any of the work in this project, the bidder must identify the subcontractor; provide a summary of each subcontractor’s qualifications, experience and duties to be performed.

IV. Project Specifications

LOCATION: Second floor classrooms Florence Sawyer School

- Removal of existing carpeting and VCT tile and replace with new VCT tile in rooms outlined in in this section.
- Contractor must be capable of installing VCT tile.
- Contractor to remove existing carpeting and VCT tile and cove base.
- Debris can be thrown away in provided dumpster.
- Contractor shall provide floor leveler, primer, adhesive etc. in accordance with flooring manufactures recommendations.
- Contractor shall provide and install Armstrong Standard Excelon Imperial Texture 51858031 Sandrift White 12x12 tile for classrooms
- Contractor to supply and install Johnsonite vinyl cove base 6”x1/8” strips
- Contractors shall provide Philadelphia Commercial Succession 54695 color After Dark 00500 at entrances A-2,A-3,B-1,C-1

Rooms for work to be performed.

Room # 226	Room # 211	Room # 232	Room # 249
Room # 224	Room # 207	Room # 230	Entrance A-2
Room # 223	Room # 243	Room # 227	Entrance A-3
Room # 221	Room # 242	Room # 228	Entrance B-1
Room # 218	Room # 239	Room # 231	Entrance C-1
Room # 216	Room # 238	Room # 244	

**** Personal items to be packed and furniture moved by School Staff prior to start of work. ****

V. Project Execution

Schedule – Work shall be completed in coordination with the Director of Facilities for the Nashoba Regional School District, and per the schedule outlined in these bid documents.

- The contractor will supply a detailed project schedule to be reviewed and approved by the District upon award of bid and prior to project start.
- The contractor shall provide a schedule of values to be reviewed and approved by the District upon award of bid and prior to project start.

Laws and Regulations

- The bidder's attention is directed to the fact that all applicable federal laws, state laws, municipal by-laws, and the rules and regulations of all authorities having jurisdiction over the construction of the work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in the Contract Documents in full.

Conditions of the Contract Areas

- Each bidder must inform itself fully of the conditions relating to the construction of the Contract area and employment of labor thereon. Failure to do so shall not relieve the successful bidder of its obligation to furnish all labor, materials and equipment necessary to carry out the provisions of the work in the Contract area. Insofar as possible, the Contractor in carrying out its work shall not interfere with the normal operations of the facility.

Obligation of Bidder

- At the time of opening of the bids, each Bidder shall be presumed to have inspected the Contract Areas and to have read and to be familiar with the Plans and other Contract Documents (including all addenda), as well as all statutes, bylaws and regulations affecting its bid and relevant to the Project. Failure or omission of any bidder to inspect the Contract Areas and/or to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to its bid.

Location

- The project is located at the Florence Sawyer Middle School; 100 Mechanic Street Bolton, MA 01740

Attachment A—(1) Certificate As to Corporate Bidder; (2) Certificate as to Payment of State Taxes; (3) Certificate of Non-collusion; and (4) Certificate of Fair labor practices

(1) CERTIFICATE AS TO CORPORATE BIDDER

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein, that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Secretary-Clerk)

Dated: _____



(2) CERTIFICATE AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Social Security Number or
Federal Identification Number

Signature of Individual or Corporate Name

By: _____
Corporate Officer (if applicable)

(3) CERTIFICATE OF NON-COLLUSION

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

(Name of person signing bid or proposal)

(Name of Business)

(4) CERTIFICATE OF FAIR LABOR PRACTICES

The undersigned certifies under penalties of perjury that in accordance with Section 504 of the (Federal) Rehabilitation Act of 1973 and 31 Code of Federal Regulations, Part 51, his/her company does not discriminate on its employment, procurement and marketing activities on the basis of race, creed, color national origin, sex, handicap or age.

(Name of person signing bid or proposal)

(Name of Business)

BID FORM
Nashoba Regional School District
2023 Florence Sawyer Middle School Classroom Carpet Replacement Project

The undersign proposes to provide the work described in the Bid Documents relating to the **2023 Florence Sawyer Middle School Classroom Carpet Removal /VCT Installation Project** **Bid** at the Florence Sawyer Middle School for the total delivered price of:

BASE BID PRICE:

	\$	
Base Bid Price in words		Base Bid in numbers

BY: _____

Signature	Date		
Type or Print Name	Title		
Business Name			
Business Address	City	St.	Zip
Business Phone	Business Email		

STANDARD CONTRACT
Nashoba Regional School District
50 Mechanic Street, Bolton, MA 01740

CONTRACT FOR: “2023 Florence Sawyer Middle School Classroom Carpet Removal /VCT Installation Project Bid”. This Contract is made this _____ day of _____ 2023, by and between the Nashoba Regional School District, a municipal corporation located within the Commonwealth of Massachusetts, acting through its Chief Procurement Officer (hereinafter, the "District"), and _____, a company with a business address at _____.

ARTICLE I

SCOPE OF SERVICES

The Contractor shall furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions detailed in the “**2023 Florence Sawyer Middle School Classroom Carpet Removal /VCT Installation Project Bid**”; as requested by the Nashoba Regional School District. Contract documents shall include the Contractor's bid and insurance certificates, all of which are incorporated herein by reference.

ARTICLE II

TERM OF CONTRACT

This Contract shall be effective as of the date first written above and shall terminate _____.

ARTICLE III

COMPENSATION

1. **Contract Sum:** The District shall pay the Contractor in current funds for the performance of the work described in the Scope of Services at the price quoted, for a Contract Sum not to exceed the prices quoted on _____, 2023, for the amount of \$ _____.
2. **Payment Schedule:** Compensation for the services pursuant to this Contract shall be paid on proper acceptance by the District of the services provided pursuant to the specifications and schedule of values.

ARTICLE IV
AFFIRMATIVE ACTION

The parties hereto agree that it shall be a material breach of this Contract for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination or privileges of employment on basis of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability.

ARTICLE V
COMPLIANCE WITH LAWS

The Contractor shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the services provided pursuant to this Contract, and shall be responsible for obtaining all necessary licenses, permits, and approvals.

To the extent that the Contractor is responsible for wages, benefits, overtime wages or other labor related costs, expenses or penalties as a result of applicable laws, the Contractor shall be and is solely responsible for such wages, other labor related costs, expenses and/or penalties and the Nashoba Regional School District shall not have any responsibility to make any such payment, and further the Contractor shall indemnify and hold the Nashoba Regional School District harmless for all such wages, labor costs, expenses and/or penalties, including, but not limited to, any determination or judgment related thereto and any attorney's fees incurred by the Nashoba Regional School District in relation thereto or the defense thereof. All contractors and sub-contractors must submit a CORI form prior to commencement of work

ARTICLE VI
INCORPORATION OF G. L.

This Contract shall be considered to include all terms required to be included by the General Laws of the Commonwealth of Massachusetts, as amended, and any other laws as though such terms were set forth in full herein, to the extent that the same are applicable to this Contract and the Contractor.

ARTICLE VII
INDEPENDENT CONTRACTOR

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all work and services rendered pursuant to this Contract, and shall not be considered an employee or agent of the Nashoba Regional School District for any purpose.

ARTICLE VIII

NASHOBA REGIONAL SCHOOL DISTRICT'S LIABILITY

The Nashoba Regional School District's liability under this Contract shall be to make all payments when they shall become due, and the District shall be under no further obligation or other liability. Nothing in this Contract shall be construed to render the Nashoba Regional School District, or their successors in, personally liable or any obligation under this Contract.

ARTICLE IX

INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Nashoba Regional School District, boards, agents and employees from any loss, damage, cost, charge, expense or claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees, and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the District may retain out of any payments, then or thereafter due to the Contractor, a sufficient amount to protect the Nashoba Regional School District against such claims, costs and expenses.

ARTICLE X

INSURANCE

The Contractor shall be responsible to the Nashoba Regional School District or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor, on behalf of itself and any subcontractors used, hereby certifies that the Contractor and such subcontractors are insured for workers' compensation, and claims on account of property damage, bodily injury, personal and product liability. The Contractor and all subcontractors it uses shall purchase, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(Or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(Or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws.

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per claim.
------------------	------------------------

Prior to commencement of any work under this Agreement, the Contractor shall provide the Nashoba Regional School District with Certificates of Insurance which include the Nashoba Regional School District as an additional named insured for the General Liability and Automobile Liability policies and which include a thirty day notice of cancellation to the Nashoba Regional School District.

ARTICLE XI

ASSIGNMENT

The Contractor shall not assign, sublet or otherwise transfer the work required under this Contract, in whole or in part, without the prior written consent of the Nashoba Regional School District, and shall not, either legally or equitably assign any or the moneys payable under this Contract, except by and with the written consent of the Nashoba Regional School District.

ARTICLE XII

INSPECTION AND REPORTS

The Nashoba Regional School District shall have the right at any time to inspect the equipment and premises of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Nashoba Regional School District. Whenever requested, the Contractor shall immediately furnish to the Nashoba Regional School District full and complete written reports of his operation under this Contract in such detail and with such information as the Nashoba Regional School District may request.

ARTICLE XIII

TERMINATION FOR CAUSE

If at any time during the term of this Contract the Nashoba Regional School District determines that the Contractor has breached the terms of this Contract by negligently or incompetently performing the work, or any part thereof, or by failing to perform the same, to the satisfaction of the Nashoba Regional School District, or by not complying with the direction of the Nashoba Regional School District or its agents, or by otherwise failing to perform this Contract in accordance with all of its terms and provisions, the Nashoba Regional School District shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Contractor to cure such service breach within ten (10) days. The Contractor specifically agrees that it shall indemnify and hold harmless the Nashoba Regional School District as provided in Article IX from any loss, damage, costs, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the Contractor fails to cure said breach within ten (10) days, the Nashoba Regional School District may, at its election at any time after the expiration of said ten (10) days, terminate this Contract by giving written notice thereof to the Contractor specifying the effective date of the termination. Such termination shall not prejudice or waive any rights or action which the Nashoba Regional School District may have against the Contractor because of any default or failure in performance of this Contract up to the date of such termination, and the Contractor shall be liable to the

Nashoba Regional School District for any amount which it may be required to pay in excess of the Contract Sum provided herein in order to complete the work specified herein in a timely manner.

ARTICLE XIV

NOTICE

Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

ARTICLE XV

SEVERABILITY

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE XVI

GOVERNING LAW

This Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Contract.

ARTICLE XVII

ENTIRE AGREEMENT

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE XVIII
REAP STATEMENT

The Contractor shall sign the following statement: Pursuant to Massachusetts General Laws, Chapter 626, Section 49A, I certify under penalties of perjury that I have filed all State Tax Returns and paid all State Taxes required under the Law.

(Signature of individual or corporate name/Corporate Officer)

Social Security # or FIN #

EXECUTION

NASHOBA REGIONAL SCHOOL DISTRICT:
(By its Chief Procurement Officer)

Ross Mulkerin, Director of Business and Operations

Date

CONTRACTOR:

(Company)

(Signature of Authorized Individual/Corporate Officer)

(Address)

(City)

(State)

(Telephone number)

(Fax number)