

Invitation to Bid

The Town of Middleborough, Middleborough Council on Aging, is requesting sealed bids for the Replacement of the Roof at the Middleborough Council on Aging, 558 Plymouth Street, Middleborough, MA. 02346.

BID SUBMISSION

Bids, signed, sealed and executed will be received at the Middleborough Council on Aging, 558 Plymouth Street, Middleborough, MA until 3:00 PM on April 20, 2015. Offers submitted after the above time will be returned to bidder unopened. Offers will be opened publicly immediately after time for receipt of bids and read aloud.

INTENT

The intent of this Bid request is to obtain an offer to perform work to complete the Replacement of Roof at the Middleborough Council on Aging, located at 558 Plymouth Street, Middleborough, MA, based on one bid. The Town will award the bid to the lowest responsible bidder, subject to funding.

SCOPE OF WORK

EXTERIOR

Roofing

1. Remove the existing shingles and underlying materials to the level of the original decking or plywood overlay. Install a minimum of three (3') feet of ice/water shield at all eaves. Ice/water shield to extend a minimum of two (2') feet beyond exterior wall. Install three (3') feet of ice/water shield at the ridge; and install eighteen (18") inches of ice/water shield at all hips, rakes, transitions, and penetrations. Over any remaining exposed decking install a minimum 15#, asphalt saturated roofing felt. Install new premium aluminum drip edge at all eaves and rakes. Corners to be cut to provide clean appearance.

Furnish and install new 30-year "Architectural Style" GAF Timberline or CertainTeed Landmark fiberglass shingles over the underlayment. Shingles to meet or exceed ASTM D3161 Testing Guidelines for Wind Resistance and have a minimum 10-year algae resistance warranty. Installation to be in accordance with the manufacturers recommended installation guidelines, with no less than four nails per full shingle. Replace existing vent pipe and chimney flashings with new flashings. Remove all abandoned or inactive equipment and penetrations from roof prior to installation.

CONTRACT TIME

Completion of the work by June 30, 2015. The bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work.

INQUIRIES/ADDENDA

Submit questions in writing to apriest@middleborough.com no later than April 6, 2015.

Any Addenda issued during the bidding period will be posted under town procurements on the Town of Middleborough website, www.middleborough.com.

Submit clarification requests in writing no later than April 6, 2015. Replies will be made by Addendum, a copy of which will be posted on the Town of Middleborough website.

SITE EXAMINATION

Please contact Andrea M. Priest at 508-946-2490 or via email to apriest@middleborough.com in order to arrange date and time to visit project site. However, an appointment is not necessary to visit the site.

Bidders must satisfy themselves by personal examination of the site of the Work, and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the Work, the difficulties attendant upon its execution, and the accuracy of all estimated quantities stated in the Bid, and the Town of Middleborough makes any warranty or representation as to any of said matters or as to the accuracy of the methods by which any descriptions or estimates have been obtained.

All such information is furnished only for the information and convenience of Bidders and is not guaranteed nor is the quality of the sources of such information guaranteed.

It is agreed and understood that the Town of Middleborough does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing metal or wood or other structures encountered during construction will be the same as those indicated in the bid document.

It is agreed further and understood that no Bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Town of Middleborough, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing metal or wood or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the bid document.

QUALIFICATIONS

EVIDENCE OF QUALIFICATIONS

Prospective Bidders shall submit with their bids an experience list showing all contracts in the last five years of similar scope and magnitude.

No award will be made to any Bidder who cannot satisfy the Town of Middleborough that he has sufficient ability and experience in this class of work and sufficient capital to enable him to prosecute and complete the Work successfully within the time named. The Town of Middleborough's decision or judgment on these matters shall be final, conclusive and binding.

The Town of Middleborough may make such investigations as it deems necessary, and the Bidder shall furnish to the Town of Middleborough, under oath if so required, all such information relating to the ability and experience of the Bidder as the Town of Middleborough may request. The Town of Middleborough reserves the right to reject any bid if a bidder who cannot satisfy the Town of Middleborough that he has sufficient experience to successfully complete the project.

BID SUBMISSION

SUBMISSION PROCEDURE

Bidders shall be solely responsible for delivery of bids in manner and time prescribed.

Submit one copy of the complete Bid Form provided, signed and sealed with required security in a closed opaque envelope, clearly identified with bidder's name, project name and Town of Middleborough on the outside.

A summary of submitted bids will be made available to all bidders following bid opening.

BID INELIGIBILITY

Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alternations, or irregularities of any kind, may at the Town of Middleborough's discretion, be declared unacceptable.

BID ENCLOSURES/REQUIREMENTS

SECURITY DEPOSIT

Bids shall be accompanied by a security deposit as follows:

Bid Bond on a standard surety company form, or cash, or a treasurer's check, cashier's check, certified check of a sum no less than five percent (5%) of the Bid Price for Bid Amount, payable to the Town of Middleborough.

The security deposit will be returned after delivery to the Town of Middleborough of the required Performance and Payment Bonds by the accepted Bidder.

After a bid has been accepted, security deposits will be returned to the respective Bidders.

If no contract is awarded, security deposits will be returned.

PERFORMANCE ASSURANCE

The successful bidder shall provide a 100 percent (100%) Performance Bond and 100 percent (100%) Labor and Materials Bonds.

INSURANCE

The Contractor will not be permitted to start any work until he has submitted certificates covering all insurances. Before starting and until final completion and acceptance of the Work, the Contractor shall procure and maintain insurance as to the limits specified below:

- a) Workmen's Compensation and Employer's Liability Insurance, as required by the provisions of M.G.L. Chapter 149, S 34A. For Employers Liability Insurance, \$500,000 on account of each accident, \$500,000 disease each employee and \$500,000 disease policy limit.
- b) General Liability Insurance including:
 - 1) Bodily Injury Liability (including Personal Injury) Insurance for Operations and Completed Operations and Contractor's Protective Bodily Injury Insurance. For general liability for bodily injury (including accidental death) and property damage combined. The combined single limit of \$1,000,000 for any one occurrence and \$2,000,000 aggregate of all occurrences.
 - 2) Property Damage Liability Insurance (including Broad Form Property Damage Liability Coverage) for Operations and Completed Operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of property and the collapse of, or structural injury to, any building or structure except those on which work under the Contract is being done. For liability for property damage and bodily injury combined covering the operation of motor vehicles, the combined single limit of \$1,000,000. For umbrella for excess liability endorsement not less than \$2,000,000. For all liability other as indicated, the amounts required under numbers 2 and 3. The umbrella limit specified

may be used to meet the underlying policy limits. However, excess liability limits over and above these stated amounts are recommended. All subcontractors, where applicable, shall adhere to these limits. All certificates shall provide for at least thirty (30) days notice to the Town of Middleborough on cancellation of material change.

The Town of Middleborough shall be named as an additional insured on the certificate of insurance to be provided by the Contractor and on all certificates of insurance of subcontractors hired by the Contractor.

- 3) Insurance to cover liability for Bodily Injury and Property Damage resulting from the use of owned, non-owned, and hired motor vehicles while such vehicles are being operated on connection with the prosecution of the work.
- 4) Contractual Liability Insurance covering the liability assumed by the Contractor.

BID FORM REQUIREMENTS

Complete requested information in the Bid Form, Bid form signatures, Bid references, Non – collusion and Tax compliance form and subsequent forms provided.

Materials and equipment purchased for permanent installation in this project will be exempt from the State Sales and Use Tax. The exemption certificate number will be furnished to the Contractor. Each bidder shall take this exemption into account in calculating his Bid for the Work.

BID FORM SIGNATURE

Sign Bid Form, as follows:

1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words “Sole Proprietor” under the signature. Affix seal.
2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word “Partner” under each signature. Affix seal with each signature.
3. Corporation: Signature of a duly authorized signing officer in their normal signature. Insert the officer’s capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.
4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for partnerships.

ADDITIONAL BID INFORMATION

The general contractor shall apply for and obtain any permit as may be required by the Town of Middleborough.

OFFER ACCEPTANCE/REJECTION

BID OPENING

Bids will be opened publicly and read aloud. Bidders may be present.

DURATION OF OFFER

The time period for holding bids is 30 days after the opening of bids.

SELECTION, AWARD AND BID ALTERNATES

The Town of Middleborough will award the Contract to the lowest responsible eligible bidder for the selected Bid amount, which is based on available funding for the project.

The selection of the Contractor will be based on evaluation of the bids by the Town of Middleborough taking into consideration the lowest responsible Bid amount.

The Town of Middleborough may reject any and all bids, which include for any reason is abnormally high or low.

BID FORM

To: Town of Middleborough, Middleborough Council on Aging, 558 Plymouth Street, Middleborough, MA

Project: Replacement of the entire roof and the Middleborough Council on Aging

The Undersigned, as Bidder, herein referred to as singular and masculine, declares as follows:

- 1. The only parties interested in the BID as Principals are named herein;
- 2. This BID is made without collusion with any other person, firm or corporation;
- 3. No officer, agent, or employee of the Town of Middleborough is directly or indirectly interested in this BID;

And, he agrees that if this BID is accepted, he will contract with the Town of Middleborough, and that he will furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the scope of work in the manner and within the time therein prescribed and according to the requirements set forth, and that he will take in full payment as specified in the bid amount.

1. OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work, for the **TOTAL SUM PRICE** as contained on the bid summary.

BID SUMMARY

BID AMOUNT

.....dollars
and cents(\$.....) \$.....

We have included the security deposit or Bid Bond in the form of a certified check or Bid Bond, payable to the Owner, in the amount of five percent (5 %) of the Total Bid Amount.

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for thirty days, Saturdays, Sundays and legal Holidays excluded, from the bid closing date.

The time period for holding bids, where Federal approval is not required, is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids and where Federal

approval is required, the time period for holding bids is 30 days, Saturdays, Sundays and holidays excluded after Federal approval.

If the Town of Middleborough accepts this bid within the time period stated above, the Contractor will: execute the contract agreement (to be provided by the Town), furnish the required 100 percent (100%) Performance and 100 percent (100%) Labor and Materials Bonds and commence work.

If this bid is accepted within the time stated, and the contractor fails to provide the required bonds, the security deposit shall be forfeited as damages to the Town by reason of our failure, limited in amount to the lesser of the face value of the security deposit.

In the event our bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

The Town of Middleborough reserves the right to accept or reject any or all offers if it is in the public interest to do so.

3. CONTRACT TIME

If this Bid is accepted, the Contractor agrees to complete the work prior to June 30, 2015 after formal execution of the Agreement.

4. BIDDING LAWS

Bids for this contract are subject to MASSACHUSETTS GENERAL LAWS, CHAPTER 30, S. 39M, AS AMENDED TO DATE, APPLIES.

5. ADDENDA

The following Addenda have been received. The modifications to the Bid noted below have been considered and all costs are included in the Bid Price.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

6. APPLICABLE GENERAL LAWS AND REGULATIONS

This Contract is governed by applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations. Any provision

violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Code of Federal Regulations and State Laws and Regulations exist, the more stringent requirement shall apply.

7. CERTIFICATION STATEMENTS

The Undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word “person” shall mean any natural person, joint venture/partnership, corporation or other business or legal entity.

The Undersigned further certifies, under penalties of perjury, and pursuant to G.L. c.62c., s.49A, that to the best of his knowledge and belief has filed all State tax returns and paid all State taxes required by law, and has complied with reporting of employees and contractors, and withholding and remitting of child support.

The Undersigned certifies under penalties of perjury that there have been no substantial changes in his financial position or business organization other than those changes noted within the application since the applicant’s most recent pre-qualification statement and that the bid is in all respects bona fide, fair and made without collusion or fraud with any other person. “Person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells material, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

The Undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to s.44A.

The Undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of s.29 F of c.29, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Undersigned 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 ten (10) hours in duration at the time the employee begins work. The Undersigned shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

8. BID FORM SIGNATURES

The Corporate Seal of

(Bidder - print the full name of your firm)

(Bidder's business address, city, state, zip)

(Bidder's State of Incorporation)
was hereunto affixed in the presence of:

(Print name of authorized signing officer and Title)

(Signature)

(Seal)

(Print name of authorized signing officer and Title)

(Signature)

Business Telephone No.

Business Fax No.

Tax Identification No.

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture/partnership in the appropriate form or forms as above.

NON-COLLUSION FORM AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certifies and certifies under penalties of perjury that this bid or proposal has been made 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 person submitting bid or proposal

Name of Business

TAX COMPLIANCE CERTIFICATION

I certify under the penalties of perjury that, to the best of my knowledge and belief Pursuant to M.G.L. c. 62C, Section 49A, _____ is in
(Name of Business)
compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of person submitting bid or proposal*

Name of business

**Social Security Number (Individual) or
Federal Identification Number (Business)

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

** Your social security number will be furnished to the Massachusetts Board of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. c 62C. s. 49A.