#### **INVITATION TO BID**

BID Title: DRIVE JOURNAL ASSEMBLY & BEARING

**REPLACEMENT** 

BID Due Date: September 19, 2018 on or before 3:00PM

**Manadatory Walk** 

**Through** 

September 12, 2018 at 11:00AM

**Project Completion** 

**Due Date:** 

**December 2, 2018** 

The Masconomet Regional School District is soliciting bids for RBC Bearing Replacement. Copies of the specifications and all other bid documents may be obtained from Jeannie Gioioso, District Central Office, 20 Endicott Road, Boxford, MA 01921 (978) 887-2323 ext. 61030, or by emailing: jgioioso@masconomet.org

A Mandatory Walk Through will be held at the District Central Office, Masconomet Regional School District 20 Endicott Road, Boxford, MA 01921 on the date and time as specified above.

All bids must be **delivered** to the attention of **Susan Givens**, **Assistant Superintendent for Finance and Operations**, **District Central Office**, **20** Endicott Road, Boxford, **MA 01921**, no later than September 19, 2018 as stated above.

#### **TERMS & CONDITIONS**

#### 1. Qualifications

- A. Bidders must have been regularly engaged for at least five (5) years, prior to the date of bid opening, in the business of providing the service bid upon in commercial or institutional organizations. The District shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish the District all such information and data for this purpose as it may request, including references. Past performance, withdrawal of bids due to reckless bidding, and/or cancellation of contracts due to poor performance may be cause for non-acceptance of bids. The District reserves the right to reject any bid, and consider a bidder non responsible, where an investigation of the available information does not satisfy the Awarding Authority that the bidder is qualified to carry out the terms of the contract.
- B. All bidders will be evaluated based on their ability to meet performance and commodity specifications, responsiveness, reliability, availability to service, quality, and cost. Any bid determined by the Assistant Superintendent for Finance and Operations to be non-responsive to this ITB, including instructions governing submission and format, may be disqualified without evaluation.
- C. Licenses and Certifications All bidders must supply a copy of applicable trade licenses for the technicians performing work under this contract.

#### 2. Regulations

During the entire term of this agreement, the Contractor shall possess all required and necessary licenses as may be specified by federal, state, and/or local authorities and manufacturers, related to handling products, operation of equipment, or provision of services referred to in this bid. The Contractor shall comply in every respect with all Federal, State, County and Local laws, rules and regulations and shall make any necessary changes to meet any newly enacted regulations and/or requirements without additional costs to the District.

#### 3. Insurance

- A. The contractor shall maintain in effect all necessary and required insurance coverage related to his business and equipment as specified by federal, state and/or local authorities.
  - 1.) Worker's Compensation: The contractor shall, before commencing the

- contract, provide insurance for the payment of compensation, and other benefits under Chapter 152 of the General Laws (Ter. Ed.) to all persons employed under the contract, and shall continue such insurance in force and effect during the term thereof.
- 2.) Comprehensive General Liability Insurance: The contractor shall carry Public Liability insurance with an insurance company satisfactory to the School District so as to save the District harmless from any and all claims for damages arising out of bodily injury or destruction of property caused by accident resulting from the use of implements, equipment, or labor used in the performance of the contract or from any neglect, default, omission, want of proper care, misconduct on the part of the contractor, or for anyone in his employ, during the execution of the work. Minimum coverage shall be as follows:
  - (a) Liability for bodily injury, including accidental death: \$100,000
  - (b) For any one person and subject to the same limit for each person: \$1,000,000 on account of one accident.
  - (c) Liability for property damage: \$1,000,000 on account of any one accident and \$2,000,000 on account of all accidents.
- B. Prior to commencing work & no later than ten (10) business days after the award of the contract, the contractor shall deposit with the Assistant Superintendent for Finance and Operations; certificates from insurers clearly stating that the insurance policies required in the preceding paragraphs have been issued in the name of the contractor. The certificate shall be in a form satisfactory to the School District. In the case of a multi-year bid, an annual renewal or extension of contract, the contractor must supply said information at least 10 days before the contract anniversary date.
- C. No cancellation of any insurance, whether by the insurer or the insured, shall be effective unless written notice is given to the School District at least fifteen days prior to the effective date thereof, which date has been expressed in the notice. Prior to the effective date of any such cancellation, the contractor shall take out new insurance to cover the policies so canceled and shall provide certificates stating that such insurance is in effect. Failure to provide said insurance will render the Contractor non-responsive. Failure to maintain said insurance would be grounds for termination of the contract.

#### 4. Award of Contract

A. The Assistant Superintendent for Finance and Operations will be the Awarding Authority.

- B. Rule of Award The contract will be awarded to the responsive and responsible bidder with the lowest overall price submitted, and whose bid meets the specifications. The Assistant Superintendent for Finance and Operations may exercise any or all of the option listed below before awarding the bid.
  - A visit to the bidder's place of business.
  - ♦ Any or all vendors may be requested to provide additional information to clarify their bid.
  - Responsive bidders may be invited to make an oral presentation.
  - Responsive bidders may be requested to perform a demonstration of services and all costs for demonstration must be born by the bidder.
  - ♦ At the discretion of the Assistant Superintendent for Finance and Operations the oral presentation and the demonstration may be combined.
- C. Action on the award of contract will be taken within 5 days after the opening of the bids and any bid submitted shall be binding for 5days. All awards will be made in the best interest of the Masconomet Regional School District.
- D. The Awarding Authority reserves the right that if the required work schedule cannot be achieved by the contractor, negotiations and/or the contract shall be cancelled and the Awarding Authority will start negotiations with the next most responsive bidder.
- E. The bidder to whom the award is made must enter into a written contract with the Masconomet Regional School District and the requirements set forth in the bid documents shall become part of the contract and shall be considered binding.
- F. Service under this contract shall be non-exclusive; that is, the District may at any time during the terms of the contract, solicit from any other party including making separate solicitations to the Contractor, for prices to perform similar services to that described under the Contract awarded herein, or for any other services as may be needed by the District.
- G. The Contractor shall faithfully perform all of its obligations under this agreement and in the incorporated documents in a professional and workmanlike manner and in accordance with the standards of care and conduct that is generally acceptable in the business or profession.

#### 5. Tax Exempt

Masconomet Regional School District is exempt from federal and state sales and excise tax.

#### 6. Payment Bond

Within 10 days of the notification of the contract award the successful bidder will be required to submit a payment bond for 50% of the contract price.

#### 7. Prevailing Wage

- A. The Contractor will comply with all prevailing wage requirements as specified in MGL Chapter 149.
- B. Employees will be compensated in accordance with the rates herein provided, for the repairs specified in the scope of work. **Certified payrolls for all repair work performed must accompany each invoice submitted for payment.** Payments will not be made without this documentation.

#### 8. OSHA Training Requirements

Bidders must certify that all employees who will perform work at Masconomet have completed an OSHA approved construction safety and health course that is at least 10 hours in duration.

#### 9. Payments

- A. Masconomet will issue a Purchase Order for the contract, to the contractor after the contract has been signed by all parties. The contractor will provide the Purchase Order number on all invoices submitted for payment against the contract.
- B. Masconomet will issue separate purchase order for any change orders required on the job during installation.
- C. All invoices must be accompanied by a certified payroll listing for all employees who worked on the job during the time stated on the invoice.
- D. Payments shall be made after review of invoices and any other documentation as stated in the BID. Payments will be made in conformance with the District's warrant schedule.
- E. Purchases by and for the District are exempt from federal, state, and/or local sales and excise taxes.

#### 10. Appropriation of Funds

This contract is subject to an annual appropriation of funds. If said funds are not appropriated for any fiscal year during the stated term of said contract, the District will notify the vendor, in writing, no less than 30 days prior to the start of the un-funded year or as soon thereafter as possible, wherein the agreement shall be terminated with no further

obligation to the District or the vendor.

#### 11. Reports

The contractor or his operator shall make a written report to the Assistant Superintendent for Finance and Operations, within three (3) hours, of all accidents in which his equipment may become involved while on school property. In the event the accident involves injury or death of any person, a verbal report shall be made at once in person or by telephone, after notification to the police, and rendering assistance to the injured.

#### 12. Breach of Contract

- A. The Awarding Authority reserves the right to cancel service at any time during the contract period if she determines, in writing to the contractor, that the service has not been performed in strict accordance with the contract requirements.
- B. In the case of failure on the part of the contractor to execute the work as per the agreement; the Assistant Superintendent for Finance and Operations, after terminating the contract, reserves the right to satisfy its wants through another contractor, and the School District shall collect from the contractor any difference in the price as a result of such failure on the part of the contractor.

#### 13. Contractual Liability

Failure to perform when such failure is due to an act of God, public enemy, fire, strikes, transportation embargoes, or other similar causes beyond the control of the contractor, shall be good and sufficient reason for excuse from contractual liability.

#### 14. Cancellation of Bid

The Awarding Authority at, or for, the District's convenience reserves and retains the right to cancel this bid at any time prior to a contract having been approved and executed for any reason, or for no reason at all, in which event all bids received in response to this request will be rejected.

#### 15. Bid Responses

- ♦ All bids and related documents submitted in response to this bid are subject to the Massachusetts Freedom of Information Law, M.G.L. Ch. 30, s 39M, regarding public access to such documents.
- ♦ All materials submitted by vendors become the irrevocable properties of the Masconomet Regional School District, which shall be under no obligation to return any bid, or materials submitted by a bidder in response to this bid.
- No cost or expense incurred by vendors in responding to this bid, in participation in this

procurement will be born by the District.

- ♦ The Assistant Superintendent for Finance and Operations reserves the right to use any and all ideas, concepts or configurations presented in a vendor's bid, whether or not the bid is selected.
- ♦ The Assistant Superintendent for Finance and Operations, prior to their release, must approve all news releases.

Any questions regarding this bid should be directed to: Susan K. Givens, Assistant

Superintendent for Finance and Operations, Masconomet Regional School District, District

Central Office, 20 Endicott Road, Boxford, MA 01921, Tel. (978) 887-2323, ext. 61030

Massachusetts General Law prohibits the use of tobacco products on school property

#### **Scope of Work**

The Masconomet Regional School District is requesting pricing from bidders for mechanical repair services at our Wastewater Treatment Plant. Our KLargester Bio Disk RBC (Rotating Biological Contactor) unit on site has had bearing failure in the past that had caused damage to the journal. The drive side bearings and housing were replaced at the end of August 2018.

The RBC journal was weld repaired to OEM specifications and new Rexnord REX ZAF6407F bearings were installed. Although the plant is fully operational at the moment, we would like to replace the compromised journal with a new journal assembly as soon as possible.

In terms of scope of work we will need a bid for the following RBC Repair:

## DRIVE JOURNAL ASSEMBLY & BEARING REPLACEMENT RBC STYLE: Klargester

#### SCOPE OF WORK:

- Remove gearbox from journal.
- Lift drive side of RBC.
- Remove broken drive journal header plate.
- Grind & sand affected tube surface.
- Install NE RBC centering device.
- Install new NE RBC provided drive journal assembly.
- Install new NE RBC provided bearing.
- Lower unit & fasten bearing to bearing sole plate.
- Install gearbox.

#### Bearing Info:

- Rexnord REX ZAF6407YF for 4-7/16" shafts (non-expansion)

#### Drive Journal Info:

- 28.340" x 1-3/4" header plate.
- 4-7/16" x 27.5" journal.
- 1" x 12" keyway

**<u>Timeframe:</u>** All work must be completed and 100% tested no later than **December 2nd**.

<u>Warranty:</u> All labor and parts must be warranted for one full year from the date of completion. Date of Completion will be determined once the work has been completed satisfactorily signed off in writing by the Director of Operations.

DCAMM certification is not required for this project.

## CERTIFICATION OF NON-COLLUSION, CERTIFICATION OF TAX COMPLIANCE, AND OTHER CERTIFICATIONS REQUIRED

As required under **Chapter 687 of the Acts of 1989**, all bidders must certify to the following by signing this page in the space indicated below.

#### **CERTIFICATION OF NON-COLLUSION**

Pursuant to **M.G.L. Ch.30B**, **s10**, the undersigned hereby certifies, under penalties of perjury, that this bid or proposal has been made and submitted in good faith and without fraud or collusion 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.

#### CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. Ch.62C, s49A, I hereby certify, under penalties of perjury that to my best knowledge and belief that I, the undersigned bidder, has filed all state tax returns and paid all state taxes required by law.

#### **OSHA TRAINING REQUIREMENT**

Pursuant to **Chapter 306 of the Acts of 2004**, I hereby certify, under penalties of perjury, as follows:

- 1) that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed at the worksite;
- 2) 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
- 3) 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. [M.G.L. c. 30, § 39S (a)]

Social Security Number	or		
Company Name			
Representative(please print)		Title	_
Signature		Date	

#### **Cost Data Sheet**

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The Contractor's signature on this form represents that he has informed himself fully with regard to the specifications and has made his own examination and estimates and from them makes this proposal. A vendor's failure to visit the site and acquaint themselves fully with the conditions and equipment shall in no way relieve the contractor from obligations with respect to the bid. No claim for additional compensation will be entertained for work required to be done which preliminary examination at the site would be revealed as necessary to accomplish the purpose intended as described herein.

Company Name		
Address		
Telephone	Email	
Ву	Title please print	
Signed	Date	