



Town of Bolton Department of Public Works

12 Forbush Mill Road – Bolton, MA 01740

Phone - (978) 779-6402 Fax – (978) 779-0301

dpw@townofbolton.com

INVITATION FOR BIDS

GENERAL CONDITIONS AND NOTICE TO CONTRACTORS

PROPOSAL FOR LINE PAINTING

1. The bidder's quotation must be properly filled out, signed, sealed and endorsed, **"Bid for Line Painting"** addressed to the Bolton Department of Public Works, 12 Forbush Mill Road, Bolton, MA 01740. The Proposal shall be in a sealed envelope bearing on the outside the name and address of the bidder. Telephone responses and faxed replies will not be accepted. No responsibility shall be attached to any person or persons for the premature openings of bids not properly marked.
2. Proposals that are incomplete, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected as informal by Bolton Department of Public Works. Conditional bids will not be accepted. The Town reserves the right to reject any and all bids and to make awards in a manner deemed in the best interest of the Town.
3. The bidder will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, and the Town of Bolton.
4. All submitted proposals and associated price quotes must be guaranteed to the Town of Bolton for the length of time indicated on the bid sheet.
5. Materials, equipment and supplies used on this project are exempt from taxation to the extent provided by Massachusetts General Law, Chapter 64H, and sections 6(d)(f). Any such taxes must not be included in any quoted price. Massachusetts Tax Exemption Certificate #046-001-092.
6. Insurance: Before any work begins, all insurance policies must be in place and remain in effect for the term of the contract. Subcontractors must meet all insurance requirements also. All required insurance shall be written with such companies qualified to do business in Massachusetts and shall be in accordance with the general laws of the State of Massachusetts. Contractors must maintain a policy of leading comprehensive public and commercial general liability, owner's protective liability, property damage, and automobile liability insurance (for all vehicles used in completion of this contract) under which the contractor is named as insured and the Town of Bolton is named as additional insured, and under which the insurer agrees to provide coverage in the minimum amounts set forth below. Workers Compensation coverage must be maintained for all of the contractor's employees as required by Massachusetts General Law. The minimum amounts of such General Liability insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence/combined single limit and shall be not less than Two Million Dollars (\$2,000,000) in the aggregate per location. If at any time during the contract the contractor fails to provide insurance as established above, this shall be considered a breach of contract and grounds for the termination of the contract. By accepting the contract, the contractor agrees to indemnify, pay on behalf of, defend and hold harmless the Town of Bolton from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorney's fees, which may be

imposed upon, incurred by, or asserted against the Town of Bolton by reason of (a) any failure on the part of the contractor to comply with any provision or term required to be performed or complied with by the contractor under this contract, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever other than the Town of Bolton. The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought hereon, and the defense thereof with counsel acceptable to the Town of Bolton selected by an insurance company which has accepted liability for any such claim. The contractor shall furnish the Town with certificates of insurance as proof of the above, before any work is to commence.

7. All prices and delivery times quoted must be firm. Quote F.O.B. Destination, your delivery, Town of Bolton.
8. The contractor will not be permitted to either assign or underlet the contract nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Department of Public Works of the Town.
9. When quoting, the bidder shall submit one (1) signed copy of this proposal and specifications with their quotation and if the quotation is accepted by the Town it shall constitute part of the contract of purchase.
10. Before submitting a quotation, each bidder must make a careful study of all specifications and bidding/contract requirements and fully assure themselves as to the quality/quantity of the services required.
11. The proposal for this work must cover all contingencies, including all labor and equipment, transportation, etc., necessary for the execution and completion of the services required by the Town of Bolton.
12. If bidders have any questions to ask about specifications or terms of the Invitation for Bid, they must be made prior to submitting a bid. No further consideration will be given after the bid opening.
13. The contract agreement will be in the form customarily employed by the Town and is on file in the Department of Public Works.
14. The specifications as detailed under the part entitled **BID SPECIFICATIONS** shall constitute part of the contract of purchase.
15. Bids may be withdrawn without penalty prior to the time and date specified. Requests to withdraw a bid must be made in writing, addressed to the Department of Public Works. On any bid withdrawn after the time and date specified, the bidder shall forfeit their deposit on bid as liquidated damages.

TO BE RETURNED WITH BID

PROPOSAL To the Town of Bolton, herein called the Owner, acting through its Department of Public Works, for the purchase of **Line Painting**, as required by the Town of Bolton, for the Department of Public Works.

Bidders' attention is called to Chapter 268A of the Massachusetts General Laws. In connection with this statute, bidder is requested to submit the following information and any other information deemed necessary by the bidder. All of the following information regarding the Bidder must be completed.

Please indicate business type by placing an "X" next to the appropriate category:

Corporation ☐ Partnership ☐ Proprietorship ☐

If a Corporation

Full Legal Name _____

State of Incorporation _____

If a Partnership

Full Legal Name _____

If a Proprietorship

Name of Owner or d/b/a _____

Principal Place of Business _____

Place of Business in Massachusetts _____

Business Mailing Address _____

Business Phone _____ Cell Phone _____

Email Address _____

Qualified to do business in Massachusetts YES ☐ NO ☐

Give full names and titles of all the persons and parties interested in foregoing proposals.

(Note: give first and last names in full; in cases of corporations, give names of President, Treasurer and Manager, and in case of partnerships give names of the individual partners.)

Name

Title

_____	_____
_____	_____
_____	_____
_____	_____

A foreign corporation is required to submit its certification of corporation from the Massachusetts State Secretary's Office, as required by chapter 181 of the Massachusetts General Laws.

TO BE RETURNED WITH BID

Proposal – **Line Painting**. If this proposal shall be accepted by the Owner, and the undersigned shall fail to contract as aforesaid within ten (10) days (not including Sunday or a legal Holiday) from the Owner to him, according to the address given herewith, that the contract is ready for signature, The Owner may by option determine that the bidder has abandoned the contract and thereupon the proposal (if required) shall become the property of the Owner as liquidated damages.

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

The undersigned certifies under penalties of perjury that this bid is made in good faith and is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned certifies that no official or employee of the Town of Bolton is pecuniary interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise there from.

The undersigned as bidder declares that the only parties interested in this proposal as principals are named herein; that the bidder has carefully examined the specifications therein referred to; and they propose and agree that if this proposal is accepted they will contract with the Owner in accordance with the specifications, to provide all necessary work to be done and also furnish all the materials specified in the manner and time prescribed and according to the requirements as set forth; and that they will take in full payment the following sum(s) to wit;

Social Security Number or
Federal Identification Number

Type Name of Person Signing Bid

Date

Signature

Title

Company Name

Street Address

City, State, Zip

PROPOSAL – LINE PAINTING

BID SPECIFICATIONS:

The Department of Public Works of the Town of Bolton is seeking to hire a contractor(s) to perform line painting services as needed by the Bolton Department of Public Works for various projects throughout the Town. Some of these projects are currently planned, while other work will be required on an as needed basis as normal work or emergencies arise. The successful bidder(s) will be responsible for installing all of the requested new equipment/materials and performing all related work as required in the specifications outlined below. The successful bidder(s) must supply all labor and equipment necessary to satisfy the requirements of this bid.

The contract(s) will be awarded to the responsible and eligible bidder(s) offering the lowest price for each category of work contained in this bid. The contract(s) that is awarded as a result of this Invitation for Bids, will be effective upon completed execution of a contract signed by both the successful bidder and the appropriate Town officials. The contract(s) will be for a period of three (3) years. The performance and payment obligations of the Town for all years and all proposed work covered by this contract will be subject to appropriation or availability of other funds.

Each bid section/category will be awarded separately. Each bid section will be awarded on the basis of adding up all individual unit prices for all years and awarding the contract for that section to the bidder whose cumulative pricing is the lowest.

PRICE ESCALATION CLAUSE

Escalation clauses over and above the total submitted bid price(s) are not allowed. Only the total bid price(s) will be accepted. Bidders cannot insert/include a statement indicating their price(s) will increase above or beyond their submitted bid price(s) due to third party actions or unnamed contingencies. Inclusion of an escalation clause of any kind will result in the rejection of your bid.

LOCATION OF THE WORK:

Bidders are required to fully inform themselves of existing conditions of the entire job site(s) where work may be performed over the life of the contract. Lack of knowledge or unfamiliarity of the project(s) or job site(s) after the bid has been awarded will not excuse non-compliance with the requirements of all specifications contained in this bid document. Work will be conducted at various locations throughout the Town as the need arises. Consider the entire Town as the job site.

QUANTITY OF WORK:

All quantities, workloads/schedules, projects listed in this bid package are based on projects currently planned and forecasts of projected future needs/requirements. This information is provided only as a guideline. The quantities/work loads are only estimated and must not be construed as minimum or maximum guarantees of actual work to be given to the hired contractor(s). The Town makes no guarantee that any quantities or schedules of work to be performed listed are correct. The contractor(s) will have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities/projects involved being greater or lesser by any amount than those called for in the proposal. The actual amount of work given out to the hired contractor(s) over the life of this contract will be based on the actual needs of the Town of Bolton as determined by the Department of Public Works.

All bidders must understand that no amount of work, as listed in this Invitation for Bids, is guaranteed. It is possible that of the proposed work, the successful bidder(s) may be assigned all of the work, some of the work and possibly NO work may be assigned as a result of this Bid/Contract. All work, planned, projected or otherwise, will be undertaken/assigned to the successful bidder(s) as the sole discretion of the Bolton Department of Public Works.

SCOPE OF WORK:

The Town of Bolton is planning numerous line painting projects that they would like to have completed over the next three years. Some of these projects are currently scheduled while others are planned for future dates as the need arises and funding becomes available. The Contractor(s) to be hired as a result of this Invitation to Bid will be assigned various

projects from this list of scheduled work. The Contractor(s) will also be retained to work on unscheduled/unforeseen/unplanned projects of a similar nature as the need arises.

The planned and projected work and the dates when the work will be performed, will be assigned to the hired Contractor(s) over the life of this contract, at the discretion of the Department of Public Works. The Contractor(s) is not guaranteed, at any time, to be assigned a work load/projects that will keep the Contractor(s), the Contractor's employees or equipment employed by the Town on a constant/full-time basis.

LABOR & MATERIALS:

The hired contractor(s) will be responsible for providing/supplying all necessary labor and equipment to perform all of the required work as described below.

CONSTRUCTION METHODS:

All construction methods to be used in the performance of all work under this contract must meet or exceed the Bolton Department of Public Works specifications. Please see the attached documents/drawings at the back of this bid package for minimum acceptable construction methods information.

The Contractor will NOT be responsible for obtaining or paying for any required work permits, police details or notification of any residents or abutters of any work/project. The Town of Bolton will arrange, pay for and take care of these duties/responsibilities.

INVOICING

Upon completion of a job or series of jobs, the Contractor(s) will submit invoicing to the Town in a timely manner. All invoicing must clearly indicate which project(s) the invoice is for. All invoices must be itemized in detail, in a manner that reflects the various line item bid pricing as listed in the Bid Section(s) for which this contract is issued. Invoices that are not submitted in this manner will not be paid and interest charges will not be allowed to accrue. The Town will pay all invoices Net thirty (30) days.

BID PRICING:

State Labor Rates apply to this project. See the attached for labor rate information.

Only the bid prices as submitted below will be accepted and paid by the Town to the Contractor for any and all work performed. Bid prices must include all costs, fees, expenses, mobilization costs, etc., for all labor and equipment required to perform the tasks as listed below. No additional fees or costs of any kind will be paid.

Bidders may submit prices for any or all bid sections listed below that they desire to bid on. For any section(s) that a bidder chooses to bid on, you must list a bid price for ALL of the items and all years listed under that section in order for your proposal to be accepted. For any items and all years listed under that section in order for your proposal to be accepted. For any item(s) where there will be no cost to the Town, bidders must list a price of "\$0". In any section that you choose to bid on, items that are left blank or "N/A" is NOT acceptable. Any bids that are not submitted in accordance with these instructions will be REJECTED.

Each bid section will be awarded separately. Each bid section will be awarded on the basis of adding up all individual unit prices for all years and awarding the contract for that section to the bidder whose cumulative pricing is the lowest.

Cumulative pricing will be determined for each section, by taking one unit price for each required bid item, for each year and adding them together. No multipliers will be used.

TO BE RETURNED WITH BID

LINE PAINTING

Price per linear foot (with reflective material)

FY16

(7/1/15-6/30/16)

FY17

(7/1/16-6/30/17)

FY18

(7/1/17-6/30/18)

White: \$_____

\$_____

\$_____

Yellow: \$_____

\$_____

\$_____

Signature of Authorized Agent

Company Name (Please Print or Type)

Printed Name & Title

**STANDARD GENERAL CONTRACT FOR
PROFESSIONAL SERVICES**

Agreement effective the ____TH day of _____ 2016 by and between the TOWN OF BOLTON, 663 Main Street, Bolton, MA 01740, a duly existing municipal corporation in the Commonwealth of Massachusetts, through its duly elected Board of Selectmen or its Town Administrator as signed below, with no personal liability to themselves hereinafter referred to as the "Town" and _____ hereinafter referred to as the "Contractor".

RECITALS

WHEREAS the Contractor will furnish the Town with LINE PAINTING:

WHEREAS the Town desires to obtain such from Contractor in a timely manner and;

WHEREAS it was one of the conditions of the award of this contract that a formal agreement should be executed, by the Contractor and Town, evidencing the terms of the award.

NOW THEREFORE in consideration of the mutual covenants contained the parties agree as follows:

ARTICLE I: Contractor shall furnish Town with: **LINE PAINTING**

FY16 - \$ _____ / LINEAR FOOT

FY17 - \$ _____ / LINEAR FOOT

FY18 - \$ _____ / LINEAR FOOT

subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the specifications, instructions to bidders and related documents, which if attached hereto are shown as ATTACHED SPECIFICATIONS AND BID SHEET. CONTRACT PRICES SHALL REMAIN IN EFFECT FROM DATE OF CONTRACT THROUGH JUNE 30, 2018.

ARTICLE II: Contractor shall commence the performance of this contract within (30) THIRTY days of receiving written notice to proceed.

ARTICLE III: Contractor covenants and agrees to faithfully perform all of its obligations under this agreement and the incorporated documents hereto. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession.

ARTICLE IV: In addition to any other warranties or guarantees in any documents incorporated herein by reference, Contractor warrants that what is being provided, described above in Article I, as the subject matter of this contract, is fit for the use or purpose intended. Contractor further certifies the suitability, professionalism and capability of all individuals employed to furnish any services specified in Article I above.

ARTICLE V: The contractor shall purchase and maintain such insurance as will protect it from claims which arise out of or result from the Contractor's operations under the contract, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance required shall be with a company authorized to do business in the Commonwealth of Massachusetts and satisfactory to the Town, and shall be written for limits of the liability satisfactory to the Town, and shall include insurance in the following amounts:

LIABILITY - \$1,000,000 MINIMUM

UMBRELLA - \$1,000,000 MINIMUM

WORKER'S COMPENSATION - per statutory requirements

Certificates of Insurance acceptable to the Town, naming the Town as an additional insurer, shall be submitted to the Town simultaneously with the execution of the Contract.

ARTICLE VI: The Town has waived the cost of the building permits if required for this project. All permits must still be obtained by the appropriate Contractors as normally required.

ARTICLE VII: This project is Tax Exempt. The tax exemption number will be furnished to the General Contractor by the Owner after award of the contract.

ARTICLE VIII: Termination/Right to Stop Work. The Town may terminate this contract if (a) any material misrepresentation is made by the contractor; (b) any failure by the Contractor to perform any of its obligations under this contract, including but not limited to, the following: (i) failure to commence performance of this contract at time specified due to a reason or circumstance within the Contractor's reasonable control; (ii) failure to perform this contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this contract within the specified time due to a reason or circumstance within the Contractor's reasonable control; (iii) failure to perform this contract in a manner reasonably satisfactory to the Town; (iv) failure to promptly re-perform, within reasonable time, the services that were rejected by the Town as erroneous or unsatisfactory; (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control; (vi) failure to comply with a material term of this contract; and, (vii) any other acts specifically and expressly stated in this contract as constituting a basis for termination of this contract.

The Town may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such a period of time as it may determine to be appropriate for the convenience of the Town. The Town may terminate this Contract at any time, with or without cause, upon thirty (30) days written notice to the other party, sent by certified mail, to the usual place of business of the other party.

ARTICLE IX: Damages - From any sums due to the Contractor for performance of this contract, the Town may keep for its own the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of the need to hire a third party to perform the work required by this contract, including the cost of labor and equipment as a result of any event of default, failure, omission or mistake of the Contractor in performing the work as provided in this Contract.

It is further agreed by the Contractor that, in the event the Town is sued in a court of law or equity, or demand is made upon the Town for payment of any damages arising out of the Contractor's performance or non-performance of this Contract, then the Contractor, without reservation, shall indemnify and hold harmless the Town against any and all claims arising out of the Contractor's performance or non-performance of the Agreement.

ARTICLE X: Governing Ordinances and Laws - This contract is made subject to all the laws of the Commonwealth and the By-laws of the Town and if any such clause thereof does not conform to such Laws or Bylaws, such clause shall be void (the remainder of this Contract shall not be affected) and such Laws or By-laws shall be operative in lieu thereof.

ARTICLE XI: Equal Opportunity: The Contractor, in the performance of all work under this contract, will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual

orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The Town may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XII. Assignability: The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the Town.

ARTICLE XIII. Notice: Any notice to be given by either party to the other shall be deemed duly given if mailed, via certified mail, return receipt requested, as follows:

In the case of the Town to:

Donald Lowe
Bolton Town Administrator
Town of Bolton
663 Main Street
Bolton, MA 01740

In the case of the Contractor to:

ARTICLE XIV. Amendments: This contract represents the entire agreement between the parties and the terms of this contract may not be altered or amended except by writing by the parties with the same formalities as this agreement.

ARTICLE XV. Severability: If any provision of this Agreement or any portion of such provision shall be held invalid or illegal, then the remainder of this Agreement or the remainder of such provision shall not be affected thereby.

ARTICLE XVI. Interpretation of Specifications and Contract Requirements: A decision of interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work by the Contractor, shall be made promptly and, in any event, no later than thirty days after the written submission for decision by the Town, but if such decision requires extended investigation and study, the Town shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

ARTICLE XVII. Indemnification: The Contractor hereby assumes the entire responsibility and liability for any and all injuries to, or death of, all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from, or arising out of, any act, omission or neglect on the part of the Contractor or anyone directly or indirectly employed by the Contractor.

ARTICLE XVIII: The Town agrees to faithfully pay the Contractor, when due and payable, and under the terms of all such incorporated documents and instruments to this agreement, all such contracted sums.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this Agreement on the ____TH day of _____, 2016.

Availability of Funds:

Town Accountant

Town of Bolton by its
Board of Selectmen or Town Administrator
Date of Board Vote (if any) _____

Contractor:

Signature

Print

Title

Corporate Seal



TOWN OF BOLTON MASSACHUSETTS

Town Hall, 663 Main Street, Bolton, MA 01740

Phone 978-779-2297 Fax 508-779-5461

REQUIRED CERTIFICATIONS

CERTIFICATION OF GOOD FAITH Pursuant to section 10 of chapter 30B of the general laws, (and the Town's policy for all contract pursuant to MGTL c. 30.39M or c. 149.44a-H) the following certificate must be completed and attached to the bid or proposal:

The undersigned certifies under the 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.

BY: _____ SIGNATURE: _____
(COMPANY NAME)

TITLE: _____ DATE: _____

CERTIFICATION THAT STATE TAXES ARE FILED AND PAID Pursuant to section forty-nine A of Chapter sixty-two C of the General Laws, the following certification must be completed and attached to the bid or proposal:

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 by law. My social security number (voluntary) or Federal Identification number is:

_____.

BY: _____ SIGNATURE: _____
(COMPANY NAME)

TITLE: _____ DATE: _____

Approval of a contract or other contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filings or tax payment obligations. Providers who fail to correct non-filing or delinquency will not have a contract or other agreement issued, renewed or extended.

CERTIFICATE OF NON-CONFLICT OF INTEREST

The undersigned certifies under penalties of perjury that no official or employee of the governmental body for which the attached solicitation is proposed is pecuniarily interested in this proposal or bid or in the contract which it offers to execute or in expected profits to arise therefrom; and further that no official or employee of said governmental body will receive an commission, discount, bonus, gift, contribution, or received from or share in the profits of any person making or performing such contract. 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.

BY: _____ SIGNATURE: _____
(COMPANY NAME)

TITLE: _____ DATE: _____

NON COLLUSION STATEMENT

The undersigned certifies under penalties of perjury that this id in all respects is bonafide, 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.

BY: _____ SIGNATURE: _____
(COMPANY NAME)

TITLE: _____ DATE: _____

WAGE RATE CERTIFICATION

This is to certify that the company will pay the prevailing wage rates as determined by the Massachusetts Department of Labor and Industries required by M.G.L. Chapter 149 Section 26 and 27D.

BY: _____ SIGNATURE: _____
(COMPANY NAME)

TITLE: _____ DATE: _____