

City of Lowell
Purchasing Department
City Hall
375 Merrimack Street, Room 60
Lowell, Massachusetts 01852

Services: **Student Audiological Services**
IFB No.: **15-98**
Date: **May 25, 2015**
Buyer: **P. Michael Vaughn**
Tel. No.: **978-970-4110**
Fax No.: **978-970-4114**
Email: pmvaughn@lowellma.gov

SCOPE:

The contract shall include all labor, materials, tools and equipment, and services required for proper performance of the work as specified hereinafter and as may be required for proper completion of the work in accordance with the highest standards involved.

DUE DATE:

Sealed bids are due on: **June 11, 2015** and will be publically opened, at City Hall in the Purchasing Department, Room 60, 375 Merrimack Street, Lowell, MA 01852, at 2:00 PM, EST/EDST, for the work described herein. **BIDDERS ARE REQUIRED TO SUBMIT A BID INCLUDING ALL BID FORMS CONTAINED IN THIS PACKAGE. DO NOT REMOVE PAGES**

DURATION: July 1, 2015 to June 30, 2018

COMPETENCY OF PROPOSERS:

Each bidder shall submit with their bid a listing of recent work performed in the past three (3) years within the Commonwealth of Massachusetts of the size equal to or greater than the work being proposed with contact names and telephone numbers. Poor references may be a basis for determination that the vendor is not a responsible bidder. The Deputy Superintendent of Finance and Operations shall be the sole judge of the qualifications of the proposer.

INSURANCE:

Not Applicable.

BID SURETY:

Not Applicable.

PERFORMANCE BOND:

Not Applicable.

WORKMANSHIP:

- Contractor shall perform services in a workmanlike and efficient manner and shall not interfere with the functions or operations of the school.
- Contractor shall not perform service in a manner that could endanger the safety of the children of any school. Faulty performance of this nature shall be ground for immediate cancellation of the contract. The Deputy Superintendent for Finance and Operations of the Lowell Public Schools shall be the sole determiner of such fault in performance.

EXAMINATION OF SITES:

Prior to submission of bid, contractor shall visit the sites and become thoroughly familiar with all locations of the school under which the work will be performed. The contractor will be responsible for any assumptions made regarding work to be performed.

PAYMENT:

Compensation will be paid for work that has been performed. Payment shall be made on the Twentieth day of the month for services provided during the preceding month, provided bills containing detailed information are filed in the Office of the Deputy Superintendent of Finance and Operations on or before the first day of the month in which payment is to be made. Any payment under this Agreement shall not constitute or be deemed a waiver, relinquishment, release or abandonment or claim which the City may have against the contractor for breach of the Agreement.

PERFORMANCE:

The Contractor shall take all precautions to protect the City of Lowell property from injury and be held responsible for all employees for any person or persons, instrument of device directly or indirectly employed by him. Any corresponding damages shall be replaced, repaired and paid for by the Contractor to the satisfaction of all parties concerned, including City of Lowell, Massachusetts.

The Contractor agrees that its attention has been called to the provisions of the "Reserve System" Ordinance of the City of Lowell, which is now incorporated in "The Code of Ordinances, City of Lowell, Massachusetts", passed by the City Council on December 23, 2008 and Amendments Thereto and that each Purchase Order, so-called, issued in accordance with Section 28-32 of said Code to cover services to be rendered under this Agreement shall be made a part hereof by reference. It is further agreed that no obligation shall be considered to have incurred under this Agreement unless and until a Purchase Order shall have been duly issued and approved.

It is understood and agreed by the City and the Contractor that pursuant to the Code of the City of Lowell, Chapter 28, Article V, a Contract Performance Record Form must be completed on the contract by the department head or his/her designee, who is supervising the contract, and such contract performance record form must be submitted to the City Manager, City Auditor, and Purchasing Agent prior to release of final payment under the contract. If requested by the Contractor, a copy of the contract performance record form shall be furnished to the Contractor.

BID REVIEW AND RULE FOR AWARD:

1. Bids will be reviewed and the contract awarded in compliance with applicable statutes of the Commonwealth of Massachusetts.
2. The City of Lowell reserves the right to accept or reject any or all bids, to waive any immaterial informalities therein, and to advertise for new bids where the acceptance, waiver, or re-advertisement would be in the best interest of the City.
3. The Lowell Public Schools will award the contract to the vendor who provides the lowest total cost (contract price) over the three year contract on the Bid sheet.
4. City of Lowell Public Schools will designate a department to oversee the contract and inspect the work performed by the vendor.
5. Successful bidder must allow the Lowell Public Schools to conduct an annual C.O.R.I. check for all employees. The contractor must submit a C.O.R.I. REQUEST FORM FOR every staff member along with a copy of their license.

CONTRACT SURETY:

Not Applicable.

SECTION II. SCOPE OF SERVICES

1. The Provider shall consult as needed with Lowell Public School's staff regarding audio- logicals.
2. The Provider shall consult as needed with Lowell Public School regarding needs based on student placement.
3. The Provider shall interact with each student's audiologist as necessary (by telephone contact and/or written correspondence).
4. The Provider shall monitor, maintain and assign FM auditory training equipment.
5. The Provider shall provide in-service information and training for the general teaching staff, teachers of the hearing impaired students and speech/language therapists regarding effective use of the FM equipment, acoustic accommodations in classrooms and other instructional areas.
6. The Provider will maintain an itemized list of equipment and cost of maintenance with the district per student.
7. The Provider will maintain current records of students' FM assignments and provide monthly contact at each site where hearing impaired students are assigned.
8. The Provider will participate, when requested, in Team meetings and instruct the school personnel in specialized areas of treatment as requested.
9. In the event that the Provider has determined that labor and parts may exceed the actual value of the equipment or greater than or equal to the purchase of new replacement than the Provider must receive prior approval by the Director of Special Education.
10. Travel time is not applicable and SHALL NOT BE PAID.
11. The Provider must allow the Lowell Public schools to conduct an annual C.O.R.I. check for all employees. The Provider must submit a C.O.R.I. REQUEST FORM for every staff member along with a copy of their license.

The Provider shall comply with the regulations to students records promulgated pursuant to G.L. Chapter 71B and 76 with respect to the confidentiality of all documents generated in connection the Team Evaluation process.

EQUIPMENT

The Provider will be responsible for purchasing all necessary equipment for students under this contract. All new equipment must be warranted and calibrated and will be owned by the Lowell Public Schools. All existing equipment owned by the Lowell Public Schools must be considered first for distribution, and then new purchases. New purchases must be presented to the delegated authority in the Lowell Public Schools prior to executing the purchase.

The provider will maintain all new and used equipment. Service must involve cleaning, servicing, testing and checking prior to distribution to any students. The vendor must collect the equipment at the end of the school year, clean the equipment and distribute the equipment back to the students at the start of the school year. The provider will secure all necessary warranties for new and used equipment.

COMPETENCY OF BIDDERS

- A. Bidder shall have proven experience in the type of work to be performed and shall have the necessary equipment and sufficient capital to properly execute the work, and
- B. Bids will be considered only from responsible companies currently engaged in the audiological services business.

SECTION III. CONTRACT

The contract shall be for three years, subject to annual appropriation, as follows:

July 1, 2015 to June 30, 2016
July 1, 2016 to June 30, 2017
July 1, 2017 to June 30, 2018

City of Lowell Public Schools will designate a department to oversee the contract and inspect the work performed by the vendor. Compensation will only be paid for work that has been performed; no up-front costs will be provided.

The contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of the agreement after the first fiscal year. The School Committee of the City of Lowell reserves the right to allocate funds and make appropriations as it deems in its best interest.

The successful proposer shall not assign, transfer or sublet this contract unless specific permission to do so is granted in writing by the City of Lowell. Any such person or agency thus assuming the contract may be required by the City to execute an amendment to the contract assuming all obligations held by the contractor under the original contract and shall comply with all provisions of the original contract. The vendor will be fully responsible for any additional service charges incurred by them for service that they cannot provide.

All awards and contract shall be subject to appropriation and funding and the City of Lowell reserves the right to budget all available appropriations and funding in the best interest of the City of Lowell School Department.

Contractor shall not perform service in a manner that could endanger the safety of the children of any school. The LPS Special Education Director of the Lowell Public Schools shall be sole determiner of such fault in performance. Contractor employees who will be working with students and staff directly or indirectly must cleared through a CORI process, conducted by the Lowell Public Schools.

SECTION IV. SUBMISSION REQUIREMENTS

The deadline for submitting a bid is **June 11, 2015 at 11:00am.**

1. Bidders must document that their company has the capability of delivering this service.
2. Bidders must document that their company has engaged in similar projects over a period of at least three years with satisfactory results.
3. The bidder must be submit a complete list of all jobs performed in the past three (3) years that are similar in size and scope to this project, with contact names and telephone numbers. Poor references may be a basis for determination that the vendor is not a responsible bidder.
4. EXHIBIT C – BID FORM and must be signed by an authorized agent of the bidder.

CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby certifies that the Bidder shall comply with Massachusetts Conflict of Interest Laws, G.L. c. 268A and with the City's Conflict of Interest terms stated in Article 33 of these Contract Documents.

BIDDER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

ACKNOWLEDGEMENT OF ADDENDA

The Bidder acknowledges all addenda.

ADDENDA NUMBER

DATE ISSUED

AFFIDAVIT OF NON-COLLUSION

It shall be understood that any bid submitted to the City is made without collusion with any other bidder submitting a bid on the same commodity/service, and is in all respects fair and without fraud.

STATE OF: _____ Date: _____

COUNTY OF: _____ S.S.: _____

The undersigned being duly sworn, deposes and says that he/she is the

(Sole Owner; Partner, President, Treasurer,
or Other Duty Authorized Official of a Corporation)

of _____
(Name of Firm as Appearing in Submitted Proposal)

and works in _____
(City/Town)

and certifies under penalties of perjury that this proposal 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.

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day of _____, 20 ____

Notary Public: _____ My commission expires: _____

IN WITNESS WHEREOF, the undersigned certifies, under the pains and penalties of perjury that:

1. It is in compliance with all of the provisions, and shall remain in compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possess, or shall obtain, all requisite licenses and permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and unemployment laws.
2. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills to the City of Lowell as required by law.
3. To the best of its 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 (MGL c.62C, s.49A).
4. Pursuant to MGL c.30B s.10 (or c.30 s.39M), this bid or proposal has been made in good faith and without collusion or fraud with any other person. As used in this paragraph, "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of Person Signing Bid or Proposal

BY: Corporate Officer (Type/Print)

Corporate Name (Full Business Name)

BY: Corporate Officer (Sign)

Social Security or Federal Tax ID#
Business (DBA)

State of Incorporation/City of
Registration

Approval of a contract, or other agreement, will not be granted unless the applicant signs this certification form. You're Social Security number or Federal Tax Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine weather you have met tax filing or tax payment obligations. The City of Lowell is required to furnish a list to the DOR at the end of its fiscal year, showing the vendors to whom more than \$5,000 is paid during the twelve months, ending June 30. Providers who fail to correct their non-filing or delinquency, will not have a contract or other agreement issued or extended. This request is made under the authority of Massachusetts General Laws, c.62C, s.49A.

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of (insert name of corporation)

Held _____ at which all the Directors

Were _____

Present or waived notice, it was voted that _____
(name)

_____ Of this corporation, be it he or she, hereby is (corp.
office)

authorized to execute bid documents, contracts and bonds in the name and on (corp. office)

behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid

document or contract or obligation in this corporation's name on its behalf under seal of the

corporation, shall be valid and binding upon this corporation.

ATTEST: _____
(Clerk or secretary)

Place of Business:

I hereby certify that I am the clerk/secretary of the _____
(Name of Corporation)

And that _____
(Name)

is the duly elected _____ of said
corporation,

and _____
(Corp. office)

that the above vote has not been amended or rescinded and remains in full force and effect as
of the date set forth below.

ATTEST _____
(Clerk or secretary)

Date:*

* This date must be on or before the date of the Contract

BASIS OF AWARD: IFB 15-98

In accordance with the Specifications, and under the terms and conditions mentioned above, I (We) hereby offer to furnish and deliver to departments described above the following services which shall in all respects meet the attached specifications, as required during the terms contained within. The BIDDER agrees to complete the work as described above in conformance with the City of Lowell bidding requirements, and within the schedule noted above. The BIDDER agrees to complete the work for the bid prices below:

YEAR ONE: July 1, 2015 through June 30, 2016

Cost per students: Evaluations, monitoring & training		
Service: Annual Cost	X 50 students =	
Maintenance: includes service and warranties		
Equipment: Annual Parts & Maintenance Allowance		\$30,000.00
Year One Annual Cost		A

Year One: Parts and Equipment will be billed at following percentage of the Manufacturer's price (price must include all warranties):	%
--	---

YEAR TWO: July 1, 2016 through June 30, 2017

Cost per students: Evaluations, monitoring & training		
Service: Annual Cost	X 50 students =	
Maintenance: includes service and warranties		
Equipment: Annual Parts & Maintenance Allowance		\$30,000.00
Year Two Annual Cost		B

Year Two: Parts and Equipment will be billed at following percentage of the Manufacturer's price (price must include all warranties):	%
--	---

YEAR THREE: July 1, 2017 through June 30, 2018

Cost per students: Evaluations, monitoring & training		
Service: Annual Cost	X 50 students =	
Maintenance: includes service and warranties		
Equipment: Annual Parts & Maintenance Allowance		\$30,000.00
Year Three Annual Cost		C

Year Three: Parts and Equipment will be billed at following percentage of the Manufacturer's price (price must include all warranties):	%
--	---

TOTAL CONTRACT PRICE:	\$	ADD line A + Line B + Line C
------------------------------	----	------------------------------

The proposed Total Contract Price is \$ _____

_____ *in words*

NAME OF BIDDER: _____

ADDRESS: _____

BY: _____

Authorized Signature

TELEPHONE: _____

DATE: _____