

**City of Lowell
Lowell Public Schools**

**INVITATION FOR BIDS
16-98**

Services: **School Building Security System**
IFB No.: **16-98**
Date: **May 11, 2016**
Buyer: **P. Michael Vaughn**
Tel. No.: **978-970-4110**
Fax No.: **978-970-4114**
Email: **pmvaughn@lowellma.gov**

The City is seeking bids to service building security systems through system repair and service for the Lowell Public Schools, in strict accordance to the specification. To assist the City in this effort, the City is issuing this Invitation for Bid ("IFB") to solicit responses from qualified Bidders who can meet the project requirements stated herein.

DUE DATE

Sealed bids are due on: **May 26, 2016** and will be publically opened, at City Hall in the Purchasing Department, Room 60, 375 Merrimack Street, Lowell, MA 01852, at **11:00 AM, 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

The contract shall be: **July 1, 2016 to June 30, 2019.**

CLARIFICATIONS OF SPECIFICATIONS

Any request for clarification to, or relief from, the specifications, must be submitted in writing to the attention of the assigned Buyer at the Purchasing Department's office no later than **five (5) business days prior to the Due Date.** Should the City make changes to any specification, stipulation, requirement, or procedure, notification will be made to all Bidders in the form of written Addenda. No officer, agent, or employee of the City is authorized to amend any provision contained in this IFB, including the specifications, unless such amendment is issued as an Addendum and sent to all Bidders in accordance with this Section (Clarification of Specifications). Bidder is required to acknowledge all addenda. **(attached – form B).**

APPROPRIATION CONTINGENCY

If the City fails to appropriate operating funds, or if funds are not otherwise made available for the continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated. The City's fiscal year begins July 1st.

**INVITATION FOR BIDS: IFB 16-98
BUILDING SECURITY SYSTEM SERVICE
FOR LOWELL PUBLIC SCHOOLS**

SECTION I. GENERAL INFORMATION

A. 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 of the trade or trades involved.

B. DURATION:

The contract shall be done over a three year period, as follows:

July 1, 2016 to June 30, 2019

C. COMPETENCY OF PROPOSERS:

Each bidder shall submit with their quote 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 School Business Administrator shall be the sole judge of the qualifications of the proposer.

D. GENERAL:

- The Contractor may not assign, transfer or sublet this work unless specific permission to do so is granted in writing by the School Business Administrator. 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.
- Successful bidder must allow the Lowell Public School to conduct an annual C.O.R.I. check for all employees. The contractor must submit a C.O.R.I. REQUEST FORM every staff member along with a copy of their license.
- All awards and contracts shall be subject to **annual appropriation** and funding and the School Committee reserves the right to budget all available appropriations and funding in the best interests of the Lowell Public Schools.
- Work under this Agreement will be performed as expeditiously as possible in a good and workmanlike manner and to the satisfaction of the Lowell Public Schools.
- The contractor will be fully responsible for any additional service charges incurred by them for service they cannot provide.
- The Lowell Public Schools reserves the right to secure required service or repair from another source and to charge the contractor should they fail to service within the general specifications.
- No bid may be withdrawn for a period of 30 days following the deadline date.
- If any changes are to be made to this bid, an addendum will be issued. Addendum will be mailed or faxed to all proposers on record as having received the quote. The bidder will acknowledge the receipt of the Addendum on the bid form.
- A bidder may correct, modify or withdraw a bid by written notice received by the Assistant Superintendent for Business prior to the time and date set for the bid opening. Quote modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____". Each modification must be numbered in sequence, and must reference the original quote.

E. INSURANCE:

During the term of the contract, the contractor shall have in full force and effect, at his own expense, the following insurance coverage: Workman's Compensation Insurance as required by State Law, Comprehensive General Liability Insurance in an amount not less than \$1,000,000 and Bodily Injury and Property Damage Insurance in an amount less than \$1,000,000. Certificates of such insurance shall be presented to the Deputy Superintendent for Finance and Operations seven (7) days if execution of this contract.

F. BID SURETY:

A certified check made payable to the "City of Lowell" in the amount of 5% must accompany this bid. **Bid bonds** are acceptable..

G. PERFORMANCE & PAYMENT BOND:

A **performance bond** in the amount of 0% of the total dollar award is required prior to contract execution.

A **payment bond** in the amount of 50% of the total dollar award is required prior to contract execution.

H. 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 School Business Administrator of the Lowell Public Schools shall be the sole determiner of such fault in performance.

I. EXAMINATION OF SITES:

Prior to submission of bid, contractor shall visit the sites and become thoroughly familiar with all conditions under which the work will be performed. All bidders must contact Rick Underwood, Interim Director of Operations and Maintenance at (978) 674-4328 prior to visiting any sites. The bidder will be responsible for any assumptions made regarding the sites or work to be performed.

J. 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 shall comply with the rate of wages as determined by the Department of Labor and Industries of the Commonwealth of Massachusetts under the provisions of the M.G.L. Ch. 149, Section 44A-M and Chapter 30, Section 39M in connection with the services of this Contract.

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.

K. BID REVIEW AND 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 award will be based upon the responsive and responsible lowest bidder.
4. The three (3) year contract is subject to annual appropriation.
5. City of Lowell Public Schools will designate a department to oversee the contract and inspect the work performed by the vendor.

L. CONTRACT SURETY:

At the time of contract execution, the lowest responsive and responsible bidder shall provide the following:

- **Payment Bond equal to Fifty percent (50%) of the contract price**

M. RULE FOR AWARD

City of Lowell Public Schools will award the contract to the vendor who provides the lowest total cost of the three year contract on the bid sheet.

SECTION II. SCOPE OF SERVICES

Bidders must have at least twenty (20) years of security alarm maintenance and monitoring services.

The Contractor must provide the following services:

- Twenty-four (24) hour central station service of components and zones of the system (weekends and holidays included).
- Furnish the Lowell Public Schools, within twenty-four (24) hours, a complete report concerning and defects, accidents, thefts, break-ins, crimes, occurrences of damages or incidents which an of the security systems is involved.
- Maintain all alarm systems and individual components thereof in full operating condition.
- Respond immediately to request for repair and/or replacement of alarm system components. This response will include all parts and services required to operate the alarm systems in complete working order. School Department will not be responsible for any additional maintenance costs, except charges fro equipment which must be replaced as a result of vandalism.

A Contractor must be a qualified vendor to service alarm equipment list in the Security Location section of this bid document and must be able to obtain parts from those manufacturers, in order to service your equipment. A bidder must warranty their service work for at least sixty (60) days.

The Contractor would provide a service number to LPS and list of procedures for service calls. The contractor is responsible to go the school, unplug and remove the equipment and return and install the repair item. Service work is allowed at the site for immediate repairs.

PARTS Contractor shall provide parts replacement for equipment as needed. In the event that the Contractor 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 then the Contractor must receive prior approval by the School Business Administrator or his/her designee.

SECURITY LOCATIONS:

Location	Qty of Pads and type of Alarm System	Model#	Approx Age
Adult Ed, 408 Merrimack Street	First Alert		
Bailey International School, 175 Campbell Drive	FBI, Simplex		
Bartlett Community Partnership School, 79 Wannalancit Street	Partner Premier		7+
Benjamin Butler School, 1140 Gorham Street	Honeywell		
Cardinal O'Connell, 21 Carter Street	FBI	XK_7LC	10+
Daley School, 150 Fleming Street	FBII	N9269	
Greenhalge School, 149 Ennel Street	ADEMCO		4+
Laura Lee Therapeutic Day, 235 Powell Street	First Alert		
Leblanc Therapeutic, 58 Sycamore Street	(2) FBII	Legend 100	
Abraham Lincoln School, 300 Chelmsford Street	FBI		
Lowell High School, 50 Fr. Morissette Blvd	Maxys		
Lowell High School, Kirk Street	Maxys		
Lowell High School, Paige Street	FBI, Simplex		12
S. Christa McAuliffe School, 570 Beacon Street	(2) FB II		
Joseph A. McAvinue School, 131 Mammoth Road	Honeywell		1.5
Molloy Alternative Program, 125 Smith Street	(2) Partner		8+
Moody School, 158 Rogers Street	NADCO		
Morey School, 130 Pine Street	FBII	N9404	
Charlotte M. Murkland School, 350 Adams Street	(3) Simplex		
Pawtucketville Memorial School, 425 West Meadow Road	(3) First Alert		
J.G. Pyne School, 145 Boylston Street	Partner		4
Peter W. Reilly School, 115 Douglas Road	Vista		
Riverside School, 73 Woburn Street	(2) FBI	N9404	
Henry G. Robinson School, 110 June Street	Wayne Watchman		
E.N. Rogers School, 43 Highland Street	(2) FBI	N9404	
Shaughnessy School, 1158 Gorham Street	First Alert Professional	FA560	
Stoklosa Middle School, 560 Broadway Street	Partner (front), DSC (back)		
James F. Sullivan School, 150 Draper Street	FBII	N9404	
Dr. An Wang School, 365 West Meadow Road	FB2	Legend	
Washington School, 795 Wilder Street	First Alert		

FYI - Adult Ed and Laura Lee Schools have been added. The Varnum School was deleted.

SECTION III. BID SUBMISSION REQUIREMENTS

Interested firms must submit the following information based on the scope of work and selection criteria outlined in earlier sections. All bids must be submitted on 8.5" X 11" sheets of paper. Bid submissions must include one (1) original and two (2) copies of the proposal. The proposal should be submitted and clearly labeled with the following:

Title: **IFB 16-98, BUILDING SECURITY SYSTEM SERVICE FOR LOWELL PUBLIC SCHOOLS**

From: Name and Address of Bidder

To: **LOWELL CITY HALL**
Purchasing Department
375 Merrimack Street, Room 60
Lowell, MA 01852

Contractor must submit the following forms to the Business Office by the established deadline to be considered:

- A. **EXHIBIT A - NON-COLLUSION STATEMENT**
- B. **EXHIBIT B - TAX COMPLIANCE STATEMENT**
- C. **EXHIBIT C – BIDDING FORM**
- D. Bid bond in the amount of five percent (5%) of the bid price.
- E. **EXHIBIT D – REFERENCE FORM**
- F. Documentation or statement that your firm has been in the security alarm maintenance and monitoring services for twenty years.
- G. List of current contracts with contact person and telephone number.
- H. Certification of Compliance MGL c.30, 39S, Public Construction more than \$10,000
- I. A signed document of confirmation that your firm has review and will comply with the City of Lowell standard agreement, supplemental general requirements, City of Lowell Minority Business Enterprise Program and Insurance form

The Lowell Public Schools reserves the right to reject any or all proposals or any part thereof when it appears to them that the best interests of the district are served by doing so.

***** VERY IMPORTANT *****

At the time of contract award the recommended proposer must be registered with the Secretary of the Commonwealth of Massachusetts with a designated **Entity Type and Identification Number.**

The exact Corporation Name, Entity Type and Location of your Principal Office must match the information submitted in your submitted proposal.

If you will **NOT** agree with this condition, **please do NOT submit a proposal.**

EXHIBIT A - NON-COLLUSION STATEMENT

The following certificate is required by Massachusetts General Laws, c. 40 s. 4b-1/2. Please include it in your non-cost proposal.

The undersigned certifies under penalties of perjury that this 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 proposal

Name of Company

EXHIBIT B - TAX COMPLIANCE STATEMENT

I certify under penalties of perjury that I, to the best of my knowledge and belief, have filed all tax returns and paid all state taxes required under law.

* Signature of Individual
or Corporate Name (Mandatory)

Corporate Officer

** Social Security Number
(Voluntary or Federal Id Number)

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

** Your social security number will be furnished to the Massachusetts Department 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.

EXHIBIT C. BIDDING FORM



LOWELL CITY HALL
PURCHASING DEPARTMENT
375 MERRIMACK STREET – ROOM 60
LOWELL, MA 01852

**INVITATION FOR BIDS: IFB 16-98
BUILDING SECURITY SYSTEM SERVICE
FOR LOWELL PUBLIC SCHOOLS**

To: The AWARDING AUTHORITY

Name of Bidder/Company

Signature of Corporate Officer

The undersigned proposes to provide **BUILDING SECURITY SYSTEM SERVICE** for the City of Lowell in accordance with the specifications prepared by the Lowell Public Schools, for the Contract Price specified below, subject to additions and deductions according to the terms of the Contract Documents.

NON-COLLUSION CERTIFICATE: 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 any other business or legal entity.

In submitting this bid, I agree:

1. To hold my bid open for thirty days after the date of bid opening.
2. To accept the provisions of the Instructions to Bidders.
3. To enter into and accept a contract with the City of Lowell in an approved form, to perform and furnish all services scheduled in the Contract Documents for the Contract Price indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.

CONTRACT: The undersigned agrees that, if he is selected as the successful proposer he will, within ten days (10), Saturdays, Sundays and legal holidays excepted after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms and conditions of bid.

**INVITATION FOR BIDS:
BUILDING SECURITY SYSTEM SERVICE
Page 2**

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

Total Monthly Monitoring Cost	
Estimated One Hundred and fifty (150) hours of Maintenance	
Annual Parts Allowance	\$7,000.00
Year One Annual Cost	A

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

Total Monthly Monitoring Cost	
Estimated One Hundred and fifty (150) hours of Maintenance	
Annual Parts Allowance	\$7,000.00
Year Two Annual Cost	B

YEAR THREE:: July 1, 2018 through June 30, 2019

Total Monthly Monitoring Cost	
Estimated One Hundred and fifty (150) hours of Maintenance	
Annual Parts Allowance	\$7,000.00
Year Three Annual Cost	C

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

**INVITATION FOR BIDS:
BUILDING SECURITY SYSTEM SERVICE
Page 3**

The proposed Total Contract Price is \$ _____

in words

NAME OF BIDDER: _____

ADDRESS: _____

BY: _____

Authorized Signature

TELEPHONE: _____

DATE: _____

EXHIBIT D. REFERENCE FORM



LOWELL CITY HALL
 PURCHASING DEPARTMENT
 375 MERRIMACK STREET – ROOM 60
 LOWELL, MA 01852

Reference # 1			
Name:		Contact Number:	
Address:			
Type of Contract/Service:			
Reference # 2			
Name:		Contact Number:	
Address:			
Type of Contract/Service:			
Reference # 3			
Name:		Contact Number:	
Address:			
Type of Contract/Service:			