



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

INVITATION FOR BIDS

**On-Call Boiler Services –Fiscal Year 2021
Bid # DPW-21-B-002**

I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

- All Bids must be delivered by **12:00 pm on Thursday, June 11, 2020** to:

Procurement Department
Westwood Town Hall
580 High Street
Westwood MA 02090
- Westwood Town Hall is closed to the public due to COVID-19 concerns. To promote the health and safety of bidders and town employees, the following procedures are in effect and may affect your bid submission.
 - If the bidder is using a delivery service, the package must be signed for by a Westwood Town Hall staff to be considered properly delivered.
 - Bids sent by courier can only be dropped off in the Town Mail Drop Box. The drop box is a green mailbox in front of Town Hall labeled “Town Hall Mail Drop Only.”
- Bidders who wish to attend the Bid Opening can do so by telephone conference call. To attend, call 1-888-296-6828. When prompted, enter Participant Passcode #812761. Bids will be publicly read on the conference call.
- Bids will be scanned and posted to the Town website, www.townhall.westwood.ma.us, as soon as practicable after the opening.
- Bids received after the time and date established herein **SHALL NOT** be accepted or considered, regardless of the cause for delay in the receipt of such proposal(s).
- Submit the proposal in a sealed envelope clearly marked “***Bid # DPW-21-B-002, On Call Boiler Services- FY21.***”
- **The proposal must include a Non-Collusion form, Tax Compliance Certificate and other Attachments listed below.**
- **The proposal must also include a Bid Signature Form.** When the Bid Signature Form is completed, it declares:
 - The only parties interested in this bid are the Principals named herein.



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- No officer, agent or employee of the Town of Westwood has a direct or indirect interest in this bid.

- **Bid Form**

- Each bid shall be accompanied by a bid deposit in the form of a certified, bank, Treasurer's or cashier's check, or a bid bond issued by a surety company licensed by the Commonwealth of Massachusetts, in the amount of (5%) if the total bid price, made payable to the Town of Westwood.
- Services solicited through this IFB are subject to the Massachusetts Prevailing Wage Laws. Applicable Prevailing Wage Rates are issued with this IFB. These will become a part of any contract resulting from this IFB. These wage rates will be valid for the duration of the contract including all renewals. It is the responsibility of the contractor to adhere to the Prevailing Wage Laws and all requirements. The contractor must submit a Weekly Payroll Report Form, which is included with this BID, to the Town and or School Facilities Manager.
- All bid deposits except that of the three lowest responsible bidder shall be returned within five (5) days, Saturday, Sunday and legal holidays excluded, after the opening of the bids.
- The Bidder whose Bid is accepted agrees to furnish the Contract Bonds, each in the sum of the full amount of the Bid and/or Contract Price as determined by the Town, and duly executed and acknowledged by the said bidder as Principal and by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town, as Surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor
- The bidder to whom the bid is awarded will be required to execute an Agreement within thirty (60) calendar days from the date when the Notice of Award is received. In the event the bidder fails to execute an Agreement with the Town, the Town may consider the bidder to be in default, in which case the bid deposit shall become the property of the Town.
- Should the bidder fail to fulfill any of his/her agreements as herein above set forth, the Town shall have the right to retain as liquidated damages the amount of the bid check or cash which shall become the Town's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Town by the Surety.
- The Total Bid Price shall be stated in both words and figures. In the event of a discrepancy between the price in words and the price in figures, the written word shall govern. In the event of a discrepancy between mathematical totals and the totals stated, the mathematical totals shall govern.



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- In case of death, disability, or other unforeseen circumstances affecting the bidder, which materially impairs the bidder's ability to execute an Agreement and perform the required service, such bid deposit may be returned to the bidder by the Town.
- The proposal must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
- Any bid may be withdrawn prior to the bids submittal due date. However, bidders may not withdraw or modify their bid for a period of ninety (90) days following the opening of bids.
- The contract will be awarded within thirty (30) days of bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the Town and the apparent lowest responsive and responsible bidder.
- Questions concerning this invitation for proposals must be submitted in writing to: Procurement Department, Westwood Town Hall, 580 High Street, Westwood MA 02090 or by email at Procurement@townhall.westwood.ma.us. Questions may be delivered or mailed. Written responses will be posted on the Westwood Town Hall website.
- Any and/or all work is subject to available funds. The Town reserves the right to waive any informalities in, or to reject, any or all bids should the Town deem it to be in the Town's best interest to do so.
- The Town of Westwood may cancel this IFB, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town. The Town of Westwood reserves the right to reject any or all bids and to waive minor informalities as provided under Chapter 149, M.G.L.
- Below is a list of all Attachments. Bidders should note that Attachments C-H **must be completed and be submitted** with the bid documents.
 - Attachment A – Scope of Services
 - Attachment B - Wage Rates
 - Attachment C – Bid Pricing Sheet
 - Attachment D – Labor Harmony and OSHA Training
 - Attachment E – Certificate of Non-Collusion
 - Attachment F – Tax Compliance Certificate
 - Attachment G – Signature Page
 - Attachment H – Reference Form
 - Attachment I – COVID-19 Construction



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II. PURCHASE DESCRIPTION/SCOPE OF SUPPLIES/SERVICE

- The work under this contract includes but is not necessarily limited to providing labor, materials and equipment to provide On-Call Boiler Services as described in Attachment A, Scope of Services.
- The work under this contract is a one-year contract from **July 1, 2020 through June 30, 2021**. The contract shall have two unilateral options to extend the contract. Option 1, if exercised, will extend the contract from July 1, 2021 through June 30, 2022. Option 2, if exercised, will extend the contract from July 1, 2022 through June 30, 2023.
- It is a requirement of the Westwood Public Schools that any person performing work must go through the process of a criminal background check or Criminal Offender Record Information (CORI). The contractor awarded the contract must provide to the Westwood Public Schools a signed CORI release form and a copy of the driver's license from each and every person who will be working on site. All personnel assigned to work under this contract are subject to approval by the Superintendent of the Westwood Public Schools
- The On-Call Boiler Services contract is an as-needed basis and the Town of Westwood or Westwood Public Schools do not guarantee a minimum in the bid period.
- **Delivery Requirements:** All delivery charges shall be included in the price of the service. The Delivery may vary across the Town of Westwood. For pricing purpose, bidders should assume deliveries will be made to: Town of Westwood, 580 High Street, Westwood MA 02090.
- **Contractor Performance Criteria:** Each contractor's performance will be evaluated on an ongoing basis and these evaluations will be utilized in determining whether to renew a contract. Contractors **must** notify the Procurement Department, in writing, within 7 days of any change in address, phone or fax numbers and or contact names.
- **Guarantee:** All labor, materials, and equipment furnished under this Contract shall be guaranteed by the contractor for a period of one (1) year from the date of final acceptance of all work. In the event of failure of materials or equipment during the guarantee period, the defective segment shall be replaced promptly, upon notice from the Town of Westwood, by, and at the expense of the contractor.

III. PRICING AND PAYMENT

- The work shall be performed under the direction of the Town and School Facilities Managers based on an hourly rate of compensation.



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- The contractor shall submit with the bid, the hourly rates. The Contractor shall specify any and all regular and overtime hourly rates. The Contractor shall also specify which time periods and days apply to each and every rate. The submitted rates shall include complete manpower costs involved with accomplishing the required work.
- The contract shall also include an established materials markup percentage or materials discount for all supplies used per job. The Town will not pay more than 12% markup.
- No overtime will be paid for unless authorized by the appropriate supervisor.
- The Town reserves the right to increase or decrease the scope of the Contract work by up to and including twenty-five percent (25%) of the original scope without adjusting the lump sums or unit prices.
- Prevailing Wage Rates, M.G.L. Chapter 149 will be made a part of the contract.
- The Town shall pay and the Contractor shall receive the prices stipulated in the bid made a part hereof as full compensation for everything performed and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

IV. QUALITY REQUIREMENTS

- Bidders must provide all of the items described in Section II: Purchase Description/Scope of Services and comply with all Section I: Proposal Submission Requirements. Missing information may cause the proposal to be considered unresponsive.

V. RULE FOR AWARD

- The Town may award a contract to the responsible and responsive bidder with the lowest Basis for Award. Award will be made on July 1, 2020.
- In the event of a tie, the Town will flip a coin assigning “heads” to the bidder whose company name is alphabetically first.
- The number of hours listed on the Bid Sheet is solely intended for the purpose of determining the low bid. It is not a guarantee of actual work and the number of hours per category is not meant to hold the town to a specific breakdown of work. Actual hours required on the contract may be higher or lower than the amount stated.



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ATTACHMENT B

BID PRICING SHEET

The following prices represent firm prices for the contract term. The undersigned agrees that if selected as the contractor for the above quoted items, he/she shall be obligated to provide those services in accordance with the terms of these specifications at the quoted price specified. Hourly rates provided herein shall remain in effect for the duration of the contract.

The undersigned proposes to provide services as described in the "Scope of Services" and the entire bid document in accordance with the Bid Specifications prepared by the Town of Westwood, for the Bid price(s).

All quantities are estimated for bidding purposes and shall not be construed as guaranties. The contractor will be reimbursed only for actual labor & supplies used. All quoted hourly rates shall be fully burdened billing rate. Bid price and all calls will be for one (1) person only unless otherwise authorized.

Hourly Rates

	7/1/2020 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	Sum Hourly Rate	Multiplier	Basis for Award
Regular Hourly Rate (6AM – 6PM)	\$ _____	+ _____	+ _____	= _____	x 0.80	= _____
Overtime Hourly Rate (6PM – 6AM)	\$ _____	+ _____	+ _____	= _____	x 0.10	= _____
Weekend/Holiday Hourly Rate	\$ _____	+ _____	+ _____	= _____	x 0.10	= _____

Sum of Above (Basis for Award) \$ _____

Percent markup on provided materials _____% x \$200.00 = _____

Firm Name _____

Address _____

City, State, ZIP _____

Email _____

Phone Number _____



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ATTACHMENT C

LABOR HARMONY AND OSHA TRAINING

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; 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 that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Bidder (if different than name))

(Date)



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ATTACHMENT D

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under 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.

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

Name of business



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ATTACHMENT E

TAX COMPLIANCE CERTIFICATION

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

Signed under the penalties of perjury.

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

Name of business



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**ATTACHMENT F
SIGNATURE PAGE**

This Bid must bear the written signature of the Bidder or authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner; the title of such officer must be stated.

The bidder hereby acknowledges the receipt of, and has included in this BID, the following Addenda:

(To be filled in by Bidder, if Addendums are issues.)

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Signature

Name of Corporation, Company or Individual

Printed Name of Person Authorized to Sign

Title

Email Address



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ATTACHMENT G REFERENCE FORM

Bidder: _____

The following shall accompany the bid and is required as evidence of the bidder's qualifications to perform the work, as bid upon, in accordance with the contract drawings and specifications. This statement must be notarized. All questions must be answered. Additional data may be submitted on separate attached sheets. When assessing bidder's qualification, the Town will not be limited to information provided herein. The Town intends to use information outside this document to assess Bidder Qualifications.

1. Name of Bidder _____
2. Permanent Main Office Address _____
3. Official Mailing Address for This Contract _____
4. When Organized? _____
5. Where Incorporated, If a Corporation _____
6. Years Contracting under Present Name _____
7. List contracts on hand, and those completed similar in nature to this kind of project.

Owner	Engineer	Contract	Description	Contract Amount	Completion Date



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8. List any work the firm has failed to complete in the last five years, state where and why.

9. If you have ever defaulted on any contract, state where and why.

10. List full names of all principals (i.e. Officers, Directors, Partners, Owners) interested in this bid.

Name	Title	Firm

11. State name(s) and qualifications of resident supervisor(s) for this project.

12. List major equipment available for this project and identify ownership or rental.



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13. List bank references for verifying financial ability of your company.

Name	Address
_____	_____
_____	_____

14. The undersigned hereby authorized and requests any person, firm or corporation, to furnish all information requested by the Owner and/or its designated agents relative to the recitals comprising this Statement of the Bidder's Qualifications.

Dated at _____ this _____ day of _____ 20__.

(Name of Bidder)

By: _____

(Title)

State of _____

County of _____

_____ being duly sworn in person, deposes and says
that he is _____ of _____,
(Title) (Name of Bidder)

that he is the firm's duly authorized agent to execute these contract documents, and that the answers to the foregoing questions and all statements therein contained are correct and true.

Subscribed and sworn to before me this _____ day of _____ 20__.

(SEAL) _____
(Notary Public)



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ATTACHMENT H

ENFORCEMENT OF THE COVID-19 SAFETY GUIDELINES AND PROCEDURES FOR CONSTRUCTION SITES

COVID-19 Order No. 13, as revised and extended on March 31, 2020, requires the Massachusetts Department of Transportation and the Division of Capital Asset Management and Maintenance to “issue guidance and enforcement procedures for the safe operation of public works construction sites.” The safety guidance is attached as “COVID-19 Guidelines and Procedures for All Construction Sites and Workers at All Public Works Sites” (hereinafter, the COVID-19 Construction Safety Guidance) and is posted online and may be revised from time to time. This document contains the required enforcement procedures, which shall be followed by all state agencies and authorities who undertake, manage or fund construction projects and may be used by each city or town for ensuring the safety of both publicly- and privately-owned construction projects.

- **All Projects:** Construction sites that cannot consistently comply with the COVID-19 Construction Safety Guidance, including ensuring that social distancing and safety requirements are being followed, must:
 - Safely secure the site and pause construction activities until a corrective action plan is prepared, submitted and approved by both the Owner and the city or town; or
 - Close down the site for the duration of the State of Emergency if repeatedly found by either the Owner’s COVID-19 Officer or a state or local inspector (including a third-party private inspector accountable to a city or town) to be in violation of the social distancing and safety requirements.
- A city or town may additionally require the Owner to develop and submit a site-specific risk analysis and enhanced COVID-19 safety plan. The city or town shall review and approve such plan and may require such projects to pause construction until such a risk analysis and plan is submitted and approved. Once such an enhanced COVID-19 safety plan is approved, a violation of the plan shall be treated the same as a violation of the COVID-19 Construction Safety Guidance.
- A site-specific COVID-19 Officer (who may also be the Health and Safety Officer) shall be designated for every site.
- The approved project Health and Safety Plan (HASP) shall be modified to require that the Contractor’s site-specific project COVID-19 Officer submit a written daily report to the Owner’s Representative. The COVID-19 Officer shall certify that the contractor and all subcontractors are in full compliance with the COVID-19 Construction Safety Guidance.
- **Public Projects:** For all projects undertaken, managed or funded by a state agency or authority there shall be joint enforcement responsibility between the project’s public Owner and the city or town where the project is located.
 - The Owner of the project has the lead responsibility for compliance and enforcement including frequent on-site inspections by an employee or contractor of the state agency or authority who is familiar with the COVID-19 Construction Safety Guidance and is authorized to enforce that guidance and shut down work at the site if violations are found.



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- The Owner of the project is required to notify the municipality where the work is taking place whenever a site is shut down or of any violations of the COVID-19 Construction Safety Guidance and the resulting corrective action plan, as well as to provide copies of the COVID-19 Officer's written daily reports upon request.
- While the public Owner has the lead responsibility for enforcement, cities and towns retain the authority to take enforcement action against public projects found not in compliance with the COVID-19 Construction Safety Guidance, including the authority to order the project to shut down until a corrective action plan is developed, approved and implemented.
- Private Projects: For all private projects the primary enforcement responsibility rests with the city or town, with the Massachusetts Department of Transportation and other state agencies providing technical assistance and resource support.
 - Cities and towns are authorized to enforce the COVID-19 Construction Safety Guidance using their public health staff, building inspectors or any other appropriate official or contractor.
 - Cities and towns may enforce the safety and distance protocols including requiring the Owner and/or Contractor to safely secure the site and pause construction activities until a corrective action plan is prepared, submitted and approved by the city or town.
 - The city or town may require the Owner of a private project to pay for an independent, third party inspector or inspection firm (or to pay into a pool to pay for such inspections). The third party inspector shall be accountable solely to the city or town and shall be responsible for enforcement on behalf of the city or town. A city or town may require private projects to pause construction until such a third-party inspector has been secured.

Any questions about these enforcement procedures or the accompanying Guidance can be directed to:

For MassDOT, Michael McGrath, Assistant Administrator for Construction Engineering,
michael.a.mcgrath@state.ma.us

For DCAMM, Jay Mitchell, Deputy Commissioner, Jayson.mitchell@mass.gov