



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

REQUEST FOR QUOTES

**Westwood Janitorial Services
COA, Pool & Recreation
Bid # DPW-21-Q-033**

I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

- The Town of Westwood requests Quotes for Janitorial Services for the following buildings: Council on Aging, Pool and Recreation Areas.
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- All Quotes must be delivered by **11:00 am on Tuesday, June 15, 2021** to:

Procurement Department
Westwood Town Hall
580 High Street
Westwood MA 02090

- Quotes may be emailed to procurement@townhall.westwood.ma.us.
- Emailed Quotes should be titled “*Quote # DPW-21-Q-033, Janitorial Services.*”
- Quotes 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).
- The Quote must include a Tax Compliance Certificate and other Attachments listed below.
- The Quote must also include a Quote Signature Form. When the Bid Signature Form is completed, it declares:
 - The only parties interested in this Quotes are the Principals named herein.
 - No officer, agent or employee of the Town of Westwood has a direct or indirect interest in this bid.
- **Quote 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.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

- All bid deposits except that of the 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 twenty (20) 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.
- All prices, except at the extended totals, 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.
- Unbalanced bidding is expressly prohibited and all unit bid prices will be compared for reasonable conformance with the engineer's estimate. The Town has the right to reject award of a bid, or part thereof, to protect the public interest if it is apparent that a bid is mathematically unbalanced, the bidder front-end loads its bid as to amount to an advanced payment, there are extreme variations from the engineer's estimate or other bids received, if in the opinion of the Town, the unit prices create a reasonable doubt that the apparent low bidder will actually result in the lowest cost to the Department, and/or if the overall competitive bidding process has been jeopardized.
- The estimated quantities shown are based solely upon a reasonable assessment of the project parameters, thus the Contractor is advised that the actual quantities may vary substantially as field conditions may necessitate. Regardless of the amount of actual quantities, however, the quoted unit prices shall always apply.
- There is no separate labor charge under this bid: unit prices shall include full compensation for all labor, materials, tools and equipment, and all incidentals necessary to complete the work as specified herein.



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

- 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 quote may be withdrawn prior to the quote submittal due date. However, bidders may not withdraw or modify their bid for a period of ninety (90) days following the quote submittal.
- The contract will be awarded within thirty (30) days after the proposal receipt. 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.
- **Site visits are available:** Site visits are available by appointment. Contact Mr. Jim McCarthy, jmccarthy@townhall.westwood.ma.us, 781-320-1024 to register for a Site visit.
- 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.
- Below is a list of all Attachments. Bidders should note that Attachments B-E **must be completed and be submitted** with the bid documents.
 - Attachment A – Statement of Work
 - Attachment B – Bid Pricing Sheet
 - Attachment C – Tax Compliance Certificate
 - Attachment D – Signature Page
 - Attachment E – Reference Form



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

II. PURCHASE DESCRIPTION/SCOPE OF SUPPLIES/SERVICE

- The purpose of this project is to provide janitorial services for all Westwood municipal buildings.
- Work shall be accomplished in accordance with Attachment A, Scope of Services and MA State Contract FAC81.
- The resulting contract is not subject to Prevailing Wage requirements.

Delivery Requirements: All delivery charges shall be included in the price of the service.

- The Delivery should be made to: Town of Westwood, 50 Carby Street, Westwood MA 02090.

Insurance Specifications:

- **Workman's Compensation:** - The Contractor shall, before commencing performances of this contract, provide, by insurance, for the payment of compensation in the furnishing of other benefits under General Laws, Ch. 152 to all persons to be employed under the Contract and shall continue such insurance in full force and effect for the term of the Contract, all in accordance with Massachusetts General Laws, chapter 149, S34A.
- **Bodily Injury Liability Including Death:** - The Contractor shall take and maintain during the life of the Contract insurance coverage in the amount of one million dollars on account of any one person and one million dollars on account of any one accident and one million dollars aggregate limit. Extra territorial and guest clause shall be included.
- **Property Damage Liability:** - The Contractor shall take out and maintain during the life of the Contract property damage liability insurance in the amount of one million dollars in the aggregate.
- **Motor Vehicles Including Hired Vehicles:** - The Contractor shall take out and maintain during the life of the Contract motor vehicle insurance for bodily injury liability including death in the amount of one million dollars on account of any one person and one million dollars on account of any one accident. Additionally, property damage liability in the amount of one million dollars on account of any one accident and one million dollars aggregate. The contractor covenants and agrees to hold the town and its employees, agents and officials, harmless from loss or damage for personal injury and/or property damage arising from or in connection with operations under this Contract.
- **Indemnification Clause:** - The Contractor acknowledges and agrees that he is responsible, as an Independent Contractor, for all operations under this Contract and for all acts of his employees and agents hereunder, and agrees that he will indemnify and hold harmless the Town and its officers, Boards and its employees, from any loss, damage, cost, charge, expense or claim which may be made against it or them or to which it or they may be subject by reason of an alleged act, action, neglect, omission or default on the part of the Contractor or any of his agents, servant, or employees and will pay promptly on demand all costs and expenses of the



TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

investigation and defense thereof, including attorney's fees and expenses. And, if any claim is made, the Town may retain out of any payments, then, or thereafter due to the Contractor, a sufficient amount to protect it completely against such claim, costs and expenses. The public liability and property damage insurance and owners' contingent policies, as the case may be, shall include the above stated Indemnification Clause.

III. PRICING AND PAYMENT

- 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 Attachment A, Statement of Work. Missing information may cause the proposal to be considered unresponsive.
- Bidders must have satisfactory performance under at least four (4) different contracts similar in size to the proposed contract. Contract information will be provided as part of Section VI, References. At least two (2) of those contracts must be for publicly owned buildings

V. RULE FOR AWARD

- The responsive and responsible bidder meeting the requirements described in described in Section II: Purchase Description/Scope of Services and offering the best value to the Town.



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

ATTACHMENT B

**QUOTE PRICING SHEET
JANITORIAL SERVICES**

BIDDER: _____

Please provide a Lump Sum Price to perform Janitorial Services for each Building Listed. The “Total Price for All Buildings” shall be a sum of the prices for each Building for a twelve (12) month period of time. The “Total Price for All Buildings” shall be used as the Rule for Award.

BIDS MUST BE TYPED OR LEGIBLY WRITTEN

Recreation & Pool Area	\$ _____
Council on Aging Building	\$ _____
TOTAL PRICE OF ALL BUILDINGS	\$ _____

Please specify all specifications for the above quoted item

The bid price for each item on the form shall be stated in figures. Discrepancies between indicated sum of any column(s) and the correct sum of any column(s) will be resolved in favor of the correct sum. Please Attach Additional Sheets if necessary.



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

Business Phone Number

Email of individual submitting bid or proposal



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

ATTACHMENT C

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



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT D
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 Quote, 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



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT E
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 ALL contracts on hand, and ALL completed similar in nature to this kind of project.

Owner	Manager	Contract	Description	Contract Amount	Completion Date



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

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.



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

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 agent 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)