



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

**INVITATION FOR BIDS  
High School Tennis Court Resurfacing  
Bid # REC-22-B-009**

**I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS**

- All Bids must be delivered by **11:00 am on April 7, 2022** to:

**Procurement Department  
Westwood Town Hall  
580 High Street  
Westwood MA 02090**

- 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 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." This box is checked at the time of bid 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 bid(s).
- A **Pre-Bid meeting** will be held on **March 31, 2022 at 9:00 A.M. local time**. The meeting location is 240 Nahatan Street, Westwood, MA 02090 (Westwood Public Works Department). The meeting is not mandatory but highly recommended for bidders.

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 # REC-22-B-009, Tennis Court Resurfacing.***"
- **The bid must include a Non-Collusion form, Tax Compliance Certificate and other Attachments listed below.**
- The bidding and award of the Contract shall be in full compliance with Section 39M of Chapter 30 of the General Laws of the Commonwealth of Massachusetts as last revised.



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- **The bid 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.
  - 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.
  - 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 sixty (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.
  - 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 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 that apparent low bidder will actually result in the lowest cost to the Department, and/or if the overall competitive bidding process has been jeopardized.**
  - **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.**
  - 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.



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- 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 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](mailto: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.
- 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 Work
  - Attachment B - Wage Rates
  - Attachment C – Bid Form
  - 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 Check to see if you like this Reference Form
  - Attachment I - COVID-19 Safety Guidelines and Procedures for Construction Sites



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**II. PURCHASE DESCRIPTION/SCOPE OF SUPPLIES/SERVICES**

- The work under this contract includes providing labor, materials and equipment to resurface the Westwood High School tennis courts. Work bid as part of this IFB shall be in accordance with Attachment A, Scope of Work.
- The Town of Westwood reserves the right to waive any informality or nonconformity with the submission requirements if it is deemed in the best interest of the Town.
- The Proposer should undertake their own review and analyses concerning physical conditions, environmental conditions, required permits and approvals, refuse issues, and considerations.
- The Proposer will be responsible for obtaining all applicable permits and approvals other than those that the Town is itself responsible for obtaining through its Town Meeting.
- Proposals not providing evidence of ALL of the following items may be considered non-responsive and shall not be given further consideration.

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

- The Delivery should be made to:  
Town of Westwood  
Westwood Recreation Department  
240 Nahatan 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 in 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.



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- **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 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

- Contract payment will be by the lump sum method as indicated on the Bid.
- 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.
- 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, Scope of Work, 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.
- All deliveries must comply with the Specifications identified above in Section II, Purchase Description/Scope of Supplies/Services.
- Bidders must have satisfactory performance under **at least three (3) different contracts** similar in size to the proposed contract. Contract information will be provided as part of Attachment H, References.

### V. RULE FOR AWARD

- The basis of award shall be at the Owner's sole discretion, contingent on the Base Bid Price. Contract to be awarded to the lowest responsible and eligible bidder in compliance with Sections 39M inclusive of Chapter 30 of the General Laws of the Commonwealth of Massachusetts.



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**ATTACHMENT C  
High School Tennis Court Resurfacing**

**BID FORM**

**TOTAL FOR BASE BID**

\$

\_\_\_\_\_

(Amount in figures)

\_\_\_\_\_

(Amount in words)

The undersigned proposes to provide services as described in the Bid Specifications prepared by the Town of Westwood, for the Total Base Bid price.

\_\_\_\_\_

Signature of individual submitting bid or proposal

\_\_\_\_\_

Printed Name of individual submitting bid or proposal

\_\_\_\_\_

Name of business

\_\_\_\_\_

Business Email

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**ATTACHMENT D  
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.

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(Signature of authorized individual submitting proposal)

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(Printed Name)

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(Name of Bidder (if different than name))

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(Date)



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**ATTACHMENT E  
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.

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Signature of individual submitting bid or proposal

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Printed Name of individual submitting bid or proposal

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Name of business

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**ATTACHMENT F  
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 G  
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 H  
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.

Commented [RJP1]: Where do we specify how many references they need to provide?

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. A minimum of four (4) contracts shall be provided. Additional contracts shall be provided upon request.

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.

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

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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.

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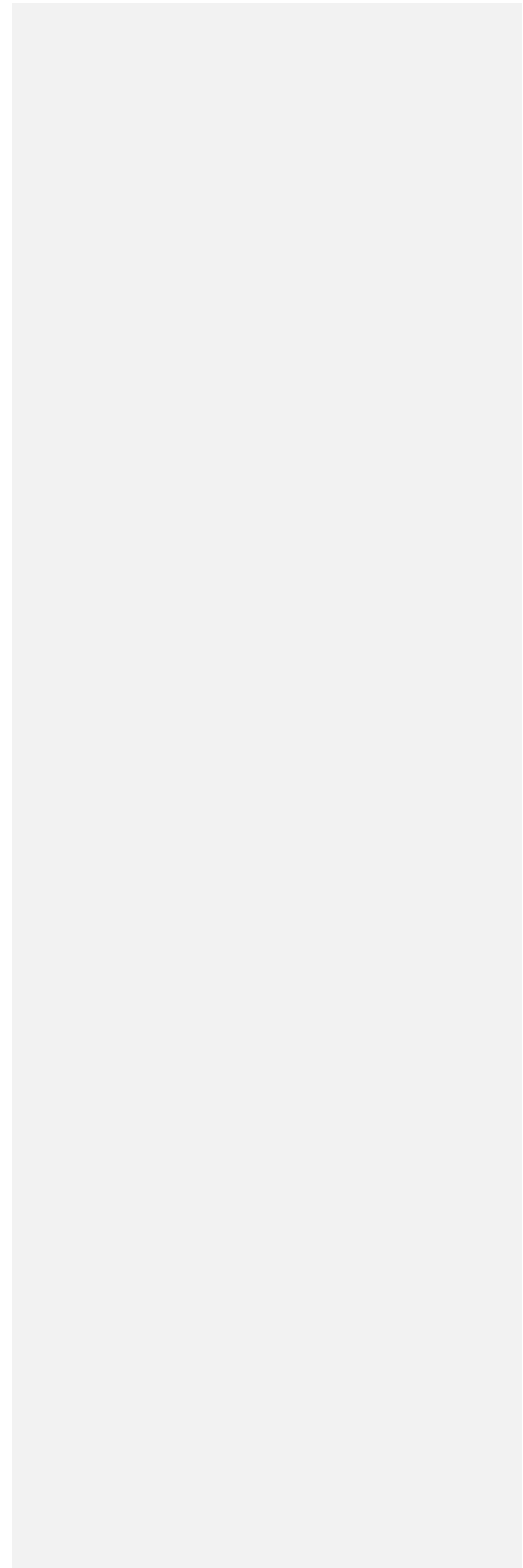
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12. List major equipment available for this project and identify ownership or rental.

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





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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 I

#### 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.
  - 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



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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](mailto:michael.a.mcgrath@state.ma.us)  
For DCAMM, Jay Mitchell, Deputy Commissioner, [Jayson.mitchell@mass.gov](mailto:Jayson.mitchell@mass.gov)