



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

REQUEST FOR QUOTES

**Pool Sump Pump
Quote # REC-23-Q-013**

I. GENERAL INFORMATION AND QUOTE SUBMISSION REQUIREMENTS

- All Quotes must be delivered no later than **11:00 am on August 3, 2023** to:

Procurement Department
Westwood Town Hall
580 High Street
Westwood MA 02090

- Quotes may be emailed to procurement@townhall.westwood.ma.us.
- 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).
- Emailed Quotes should be titled “*Quote # REC-23-B-013, Pool Sump Pump.*” Mailed quotes should be in a sealed envelope clearly marked “*REC-23-B-013, Pool Sump Pump.*”
- Quotes must include a Labor Harmony and OSHA Training Certificates.
- Questions concerning this Request for Quotes (RFQ) must be submitted in writing to: Procurement Department, Procurement@townhall.westwood.ma.us.
- 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 RFQ, 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-D **must be completed and be submitted** with the bid documents.
 - Attachment A – Wage Rates
 - Attachment B – Bid Pricing Sheet
 - Attachment C – Labor Harmony & OSHA Training
 - Attachment D – Signature Page
 - Attachment E – COVID-19 Construction



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II. PURCHASE DESCRIPTION/SCOPE OF SUPPLIES/SERVICE

- The scope of the work includes labor, material and equipment to repair the pump system at the Westwood Swimming Pool.
 - Replace (2) Weil 1226 Stainless Steel Vertical Column Wastewater Pumps
 - Replace check valves
 - Replace isolation valves
 - Reconfigure discharge piping such that valves are on the vertical riser
- If the quote exceeds \$25,000, the Contractor shall furnish a payment bond in the amount of 50% of the contract price.
- All quotes must be firm and continue in effect for a period of thirty (30) days from date of submittal.

Unit Quantities Specified:

- Quantities and measurements actually supplied or placed in the Work and verified by the Engineer shall determine payment.
- If the actual Work requires greater or lesser quantities than those quantities indicated in the Bid Form, Contractor shall provide the required quantities at the unit price contracted.

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.



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- **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 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.
- Final payment for Work governed by unit prices will be made based on the actual measurements and quantities accepted by the Engineer multiplied by the unit price for work that is incorporated in or made necessary by the Work.

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.
- All deliveries must comply with the Specifications identified above in Section II, Purchase Description/Scope of Supplies/Services.



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ATTACHMENT B

**BID PRICING SHEET
Pool Sump Pump**

BIDDER: _____

BIDS MUST BE TYPED OR LEGIBLY WRITTEN

TOTAL PRICE	\$ _____
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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.

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



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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
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 E

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



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- 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 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