



# TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

## INVITATION FOR BIDS Westwood Pool Deck Tile IFB # REC-23-B-016

### I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

- All Bids must be delivered by **11:00 AM on Thursday, October 27, 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 **Wednesday, October 12, 2022, at 10:00 A.M. local time**. The meeting location is Westwood Pool, 200 Nahatan Street, Westwood, MA 02090 (attached to Westwood High School). The meeting is highly recommended but not mandatory 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-23-B-016, Westwood Pool Tile.***"
- 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 Chapter 149 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.
  - 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 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.



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- 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 B-G **must be completed and be submitted** with the bid documents.
  - Attachment A – Wage Rates
  - Attachment B – Bid Form
  - Attachment C – Labor Harmony and OSHA Training
  - Attachment D – Certificate of Non-Collusion
  - Attachment E – Tax Compliance Certificate
  - Attachment F – Signature Page
  - Attachment G – Reference Form



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

The work under this contract includes providing labor, materials and equipment to replace the Westwood Pool tile in its entirety around an existing, operating pool. The pool will be closed for the Month of May while work is on-going.

#### Other:

- The Town of Westwood reserves the right to add or delete from the scope of work.
- All work above shall be substantially completed within **143** calendar days from the notice to proceed, and final completion within **157** calendar days.
- The notice to proceed is anticipated to be provided **November 28<sup>th</sup>, 2022**, with an anticipated mobilization on site of **March 13<sup>th</sup>, 2023**, with the work substantially completed by **April 21, 2023**. **The pool must be open by April 24, 2023.**

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

- The Delivery should be made to:

Town of Westwood  
Recreation Department  
200 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' aggregate. The contractor covenants and agrees to hold the town and its employees,



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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

- Contract payment will be by the unit price method or the lump sum method as indicated on the Bid Proposal.
- 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.
- 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.
- The DCAMM Prime Category for this bid is "Floor Covering".
- To be considered a responsive bid, the entire project must be bid. The owner intends to award all items to a single contractor. Accordingly, contractors must bid on all items of work, and the low bidder will be the contractor whose total bid price is the lowest. The bid quantities are not guaranteed, and their primary purpose is for the determination of the low bidder.



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- 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 five (5) different contracts** similar in size to the proposed contract. Contract information will be provided as part of Attachment G, References.

### V. RULE FOR AWARD

- The basis of award shall be at the Owner's sole discretion, contingent on the Base Bid Price. The grand total of the Base Bid, Items 1 through 15 inclusive, will be used to determine the lowest responsive bidder. 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.

### VI. EQUAL EMPLOYMENT OPPORTUNITY, ANTIDISCRIMINATION AND AFFIRMATIVE ACTION GOALS:

- The community shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap status or national origin. The community, its engineer(s), and its contractor(s) shall comply with all applicable laws and regulations pertaining to nondiscrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction. The community shall make positive efforts to achieve a goal of 7.18 percent participation of Minority-owned Business Enterprise(s) and 5.77 percent participation of Woman-owned Business Enterprise(s) within Professional Services contracts which are funded through financial assistance under this Agreement. For Non-Professional Services category work, the community should make positive efforts to achieve a goal of 5.61 percent participation of Minority-owned Business Enterprise(s) and a goal of 4.88 percent participation of Woman-owned Business Enterprise(s) within project contracts.
- For Construction, the community shall require all construction contractors and subcontractors to make positive efforts to achieve: (1) a minority employee work force goal of 15.30 percent, (2) a woman employee work force goal of 6.90 percent, (3) a goal of 7.24 percent participation of Minority-owned Business Enterprise(s), and (4) a goal of 3.60 percent participation of Woman-owned Business Enterprise(s) within the project contracts.



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**ATTACHMENT A  
WAGE RATES**

**Attached Separately**



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**ATTACHMENT B  
BID FORM**

**BIDDER NAME:** \_\_\_\_\_

**BASE BID – WESTWOOD POOL TILE**

This form shall be typed or legibly written.

**TOTAL FOR BASE BID**

Total Amount of Bid (**Basis of Award**)

\$

\_\_\_\_\_

(Amount in figures)

\_\_\_\_\_

(Amount in words)





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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.

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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 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.

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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 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.

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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 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. 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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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)