



# TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

## REQUEST FOR QUOTES Downey School Boilers IFB# SCH-23-Q-013

### I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

- All Quotes must be delivered no later than **11:00 am on March 14, 2023** to Westwood Procurement Department.
- Quotes shall be emailed to [procurement@townhall.westwood.ma.us](mailto:procurement@townhall.westwood.ma.us). Emailed Quotes should be titled "*Downey Boiler Quote.*"
- Questions concerning this Request for Quotes (RFQ) must be submitted in writing to: Procurement Department, [procurement@townhall.westwood.ma.us](mailto:procurement@townhall.westwood.ma.us).
- To schedule a site visit, contact Mr. Tom Carey, [tcarey@westwood.k12.ma.us](mailto:tcarey@westwood.k12.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 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



## TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

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

- The work under this contract includes providing labor, materials and equipment to replace the boilers in the Downey Elementary School building in accordance with Attachment A, Scope of Work. All work above shall be completed by June 15, 2023.

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

- The Delivery should be made to:

Westwood Public Schools  
Downey School  
250 Downey 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



## TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

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

### V. RULE FOR AWARD

- The Total Bid Price will be used to determine the lowest responsive bidder. Contract to be awarded to the lowest responsible and eligible bidder in compliance with Chapter 149 of the General Laws of the Commonwealth of Massachusetts.



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT A  
SCOPE OF WORK**

**Attached Separately**

**ATTACHMENT B  
WAGE RATES**

**Attached Separately**



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT C  
BID FORM**

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

**BASE BID – DOWNEY BOILERS**

This form shall be typed or *legibly* written.

**TOTAL BID PRICE**

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

\$

\_\_\_\_\_

(Amount in figures)

\_\_\_\_\_

(Amount in words)



# TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

## 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)



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

**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



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

**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.

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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





# TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

## 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



# TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

## 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.

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



## 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.

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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.



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

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)