



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

INVITATION FOR BIDS

**Traffic Marking
Bid # DPW-23-B-015**

I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

- All Bids must be delivered by **11:00 am on April 6, 2023** 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 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).
- If, at the time of the scheduled proposal due date, the Westwood Town Hall is closed due to uncontrolled events such as fire, wind, or building evacuation, the proposal opening will be postponed until 12:00 noon on the next normal business day. Proposals will be accepted until that date and time.
- Submit the proposal in a sealed envelope clearly marked “***Bid # DPW-23-B-015, Traffic Marking.***”
- **The proposal must include a Non-Collusion form, Tax Compliance Certificate and other Attachments listed below.**
- **The proposal 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



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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 thirty (30) 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.



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- 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.
- 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. 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-H **must be completed and be submitted** with the bid documents.
 - Attachment A – Wage Rates
 - Attachment B – Bid Pricing Sheet
 - Attachment C – Unit Prices
 - 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



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- Attachment I – COVID-19 Construction

II. PURCHASE DESCRIPTION/SCOPE OF SUPPLIES/SERVICE

- The purpose of this proposal is to provide labor, material and equipment for all Westwood traffic markings: double yellow, edge line, crosswalks, arrows and other related markings.
- The scope of the contract includes labor, material and equipment to complete traffic markings on various streets in the Town of Westwood for the period of performance of fiscal year 2023 (July 1, 2022- June 30, 2023), herein listed as FY23 Traffic Marking Task.
 - Option 1, if exercised, will be for the period of performance of fiscal year 2024 (July 1, 2023 through June 30, 2024).
 - Option 2, if exercised, will be for the period of performance of fiscal year 2025 (July 1, 2024 through June 30, 2025).
- **The bid shall specifically address the FY23 Traffic Marking Task. The Town reserves the right to award Option 1 and 2.**
- **FY23 TRAFFIC MARKING TASK**
- Defined as the labor, material and equipment to complete traffic markings on the following streets:
 - Summer Street, Hartford Street, Gay Street, Pond Street, Oak Street, Brook Street, Winter Street, Milk Street, Washington Street, Pine Lane, East Street, Downey Street, Smith Drive, and University Ave.
 - The roads in the scope of this contract include, but are not limited to those identified in Annual Traffic Marking Task above. The Town of Westwood reserves the right to add or delete from the list of roads.
 - FY23 Traffic Marking Task pricing shall be furnished for Two Items.
 - Item #1 is oil based paint
 - Item #2 is Epoxy
 - All work identified in FY23 Traffic Marking Task shall be performed and completed no later than June 1, 2023.
- Failure to complete the work included in this contract shall expose the contractor to charges. Charges will accumulate on a daily basis in addition to costs for traffic control required after the stated completion date.



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- If the vendor fails to supply and/or deliver in time to meet the requirements of the Town, the Town reserves the right to obtain these services from another source. Any additional costs incurred by the Town as a result of a price differential between the price paid on the open market and the contract price will be charged against the contractor or deducted from any balance owed to the contractor.
- All bids must be firm and continue in effect for a period of two (2) months from date of bid opening. Any such bid that is accepted by the Town must continue in effect for a period of thirty-six (36) months after award of contract. The Town reserves to itself, at contract end and for the next succeeding years thereafter, for a period allowable by law, the option of extending or renewing the contract as stated herein. If an Option is exercised to extend the contract, it will be for the bid items and unit prices bid and upon the same conditions as are contained in the Contract at the time said option is exercised except as such conditions shall have been modified by mutual agreement of the parties.
- Exercise of an option is contingent upon the availability of Town funds and if the Town determines it is advantageous to do so. The Contract will end if funds are not appropriated or otherwise made available to support the continuation of the contract after the first year. The renewal of the contract at the end of each contract period shall be exercised at the sole discretion of the Town.

Unit Quantities Specified:

- Quantities and measurements indicated in this IFB are for bidding and contract purposes only. 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
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



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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 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

- Unit Prices
 - Item and the quantity of units completed. Unit prices are to include cost of all necessary materials, labor, equipment, overhead, profit and other applicable costs.
 - 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.



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- 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.
- Bidders must have satisfactory performance under at least two (2) different contracts similar in size to the proposed contract. Contract information will be provided as part of Section VI, References.

V. RULE FOR AWARD

- The responsive and responsible bidder meeting the requirements described in Section II: Purchase Description/Scope of Services and offering the lowest **Bid Price for the FY23 Traffic Marking Task** described in Attachment B, Bid Pricing Sheet.



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ATTACHMENT B

**BID PRICING SHEET
TRAFFIC MARKING**

BIDDER: _____

PLEASE PROVIDE A LUMP SUM PRICE FOR ALL EQUIPMENT, WARRANTIES AND SERVICES NECESSARY FOR COMPLETE OPERATION AS OUTLINED IN THE SCOPE OF SERVICES.

BIDS MUST BE TYPED OR LEGIBLY WRITTEN

FY23 TRAFFIC MARKING TASK * \$ _____

OPTIONS:

FY24 TRAFFIC MARKING \$ _____

FY25 TRAFFIC MARKING \$ _____

*TO BE USED AS RULE FOR AWARD

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.



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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

**UNIT PRICING SHEET
TRAFFIC MARKING**

Bidder: _____

Quantities are approximate being given as a basis for comparison only.

Basic Contract (FY23)

Item #1 Description	Approximate Length	Unit Price	Total Price
1a 4" Single Yellow or White Traffic Line - Paint	150,000 L.F.	\$ _____ In Words	\$ _____
1b 4" Double Yellow or White Traffic Line - Paint	100,000 L.F.	\$ _____ In Words	\$ _____
1c 6" Single Yellow or White Traffic Line - Paint	1,000 L.F.	\$ _____ In Words	\$ _____
1d 6" Double Yellow or White Traffic Line - Paint	1,000 L.F.	\$ _____ In Words	\$ _____
1e 12" White Stop Lines or Crosswalk Paint	32,000 L.F.	\$ _____ In Words	\$ _____
1f 8' Turn Arrow Right/Left Paint	72 each	\$ _____ In Words	\$ _____
1g 8' Straight Arrow Paint	13 each	\$ _____ In Words	\$ _____
1h 8' Combination Arrow Straight - Paint	10 each	\$ _____ In Words	\$ _____

TOTAL BASIC CONTRACT ITEM #1 = \$ _____



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Bidder: _____

Basic Contract (FY23)

Item #2 Description	Approximate Length	Unit Price	Total Price
2a 4" Single Yellow or White Traffic Line - Epoxy	20,000 L.F.	\$ _____ In Words	\$ _____
2b 4" Double Yellow or White Traffic Line - Epoxy	10,000 L.F.	\$ _____ In Words	\$ _____
2c 6" Single Yellow or White Traffic Line - Epoxy	1,000 L.F.	\$ _____ In Words	\$ _____
2d 6" Double Yellow or White Traffic Line - Epoxy	1,000 L.F.	\$ _____ In Words	\$ _____
2e 12" White Stop Lines or Crosswalk Epoxy	1,000 L.F.	\$ _____ In Words	\$ _____
2f 8' Turn Arrow Right/Left Epoxy	10 each	\$ _____ In Words	\$ _____
2g 8' Straight Arrow Epoxy	10 each	\$ _____ In Words	\$ _____
2h 8' Combination Arrow Straight - Epoxy	10 each	\$ _____ In Words	\$ _____

TOTAL BASIC CONTRACT ITEM #2 = \$ _____



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Bidder: _____

OPTION 1 (FY24)

Item #1 Description	Approximate Length	Unit Price	Total Price
1a 4" Single Yellow or White Traffic Line - Paint	150,000 L.F.	\$ _____ In Words	\$ _____
1b 4" Double Yellow or White Traffic Line - Paint	100,000 L.F.	\$ _____ In Words	\$ _____
1c 6" Single Yellow or White Traffic Line - Paint	1,000 L.F.	\$ _____ In Words	\$ _____
1d 6" Double Yellow or White Traffic Line - Paint	1,000 L.F.	\$ _____ In Words	\$ _____
1e 12" White Stop Lines or Crosswalk Paint	32,000 L.F.	\$ _____ In Words	\$ _____
1f 8' Turn Arrow Right/Left Paint	72 each	\$ _____ In Words	\$ _____
1g 8' Straight Arrow Paint	13 each	\$ _____ In Words	\$ _____
1h 8' Combination Arrow Straight - Paint	10 each	\$ _____ In Words	\$ _____
TOTAL OPTION 1, ITEM #1 =		\$ _____	



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Bidder: _____

OPTION 1 (FY24)

Item #2	Description	Approximate Length	Unit Price	Total Price
2a	4" Single Yellow or White Traffic Line - Epoxy	20,000 L.F.	\$ _____ In Words	\$ _____
2b	4" Double Yellow or White Traffic Line - Epoxy	10,000 L.F.	\$ _____ In Words	\$ _____
2c	6" Single Yellow or White Traffic Line - Epoxy	1,000 L.F.	\$ _____ In Words	\$ _____
2d	6" Double Yellow or White Traffic Line - Epoxy	1,000 L.F.	\$ _____ In Words	\$ _____
2e	12" White Stop Lines or Crosswalk Epoxy	1,000 L.F.	\$ _____ In Words	\$ _____
2f	8' Turn Arrow Right/Left Epoxy	10 each	\$ _____ In Words	\$ _____
2g	8' Straight Arrow Epoxy	10 each	\$ _____ In Words	\$ _____
2h	8' Combination Arrow Straight - Epoxy	10 each	\$ _____ In Words	\$ _____

TOTAL OPTION 1 ITEM #2 = \$ _____



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Bidder: _____

OPTION 2 (FY25)

Item #1 Description	Approximate Length	Unit Price	Total Price
1a 4" Single Yellow or White Traffic Line - Paint	1500,000 L.F.	\$ _____ In Words	\$ _____
1b 4" Double Yellow or White Traffic Line - Paint	100,000 L.F.	\$ _____ In Words	\$ _____
1c 6" Single Yellow or White Traffic Line - Paint	1,000 L.F.	\$ _____ In Words	\$ _____
1d 6" Double Yellow or White Traffic Line - Paint	1,000 L.F.	\$ _____ In Words	\$ _____
1e 12" White Stop Lines or Crosswalk Paint	32,000 L.F.	\$ _____ In Words	\$ _____
1f 8' Turn Arrow Right/Left Paint	72 each	\$ _____ In Words	\$ _____
1g 8' Straight Arrow Paint	13 each	\$ _____ In Words	\$ _____
1h 8' Combination Arrow Straight - Paint	10 each	\$ _____ In Words	\$ _____
TOTAL OPTION 2, ITEM #1 =		\$ _____	



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Bidder: _____

OPTION 2 (FY25)

Item #2	Description	Approximate Length	Unit Price	Total Price
2a	4" Single Yellow or White Traffic Line - Epoxy	20,000 L.F.	\$ _____ In Words	\$ _____
2b	4" Double Yellow or White Traffic Line - Epoxy	10,000 L.F.	\$ _____ In Words	\$ _____
2c	6" Single Yellow or White Traffic Line - Epoxy	1,000 L.F.	\$ _____ In Words	\$ _____
2d	6" Double Yellow or White Traffic Line - Epoxy	1,000 L.F.	\$ _____ In Words	\$ _____
2e	12" White Stop Lines or Crosswalk Epoxy	1,000 L.F.	\$ _____ In Words	\$ _____
2f	8' Turn Arrow Right/Left Epoxy	10 each	\$ _____ In Words	\$ _____
2g	8' Straight Arrow Epoxy	10 each	\$ _____ In Words	\$ _____
2h	8' Combination Arrow Straight - Epoxy	10 each	\$ _____ In Words	\$ _____

TOTAL OPTION 2 ITEM #2 = \$ _____



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Bidder: _____

Bid form must be completed in ink or by typewriter. **Attachment C contains a total of ten (7) pages. In addition to the signature section of the Attachment, there are a total of nine (9) pages of Unit Pricing Bid Forms.** 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 address



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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.

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Bidder (if different than name))

(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.

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

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.

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.

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.

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.



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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 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.



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- 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