



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

INVITATION FOR BIDS

**High School Auditorium Lighting Phase II
Bid # SCH-24-B-023**

I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

- All Bids must be delivered by **11:00 am on April 4, 2024** to:

Procurement Department
Westwood Town Hall
580 High Street
Westwood MA 02090
- 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 # SCH-24-B-022, High School Auditorium Lighting Phase II.***”
- **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 Commonwealth of Massachusetts, in the amount of (5%) if the total bid price, made payable to the Town of Westwood.
 - Services solicited through this IFB are subject to the Massachusetts Prevailing Wage Laws. Applicable Prevailing Wage Rates are issued with this IFB. These will become a part of any contract resulting from this IFB. These wage rates will be valid for the duration of the contract including all renewals. It is the responsibility of the contractor to adhere to the Prevailing Wage Laws and all requirements. The contractor must submit a



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Weekly Payroll Report Form, which is included with this BID, to the Town and or School Facilities Manager.

- Bids shall provide proof of DCAMM certification.
- All bid deposits except that of the three lowest responsible bidders 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.
- The Total Bid Price 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 bid submittal due date. However, bidders may not withdraw or modify their bid for a period of ninety (90) days following the opening of bids.



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- A **Site Visit** will be held on **Wednesday, March 27, 2024, at 7:00am. local time.** The meeting location is Westwood High School Auditorium, 200 Nahatan Street, Westwood, MA 02090. The meeting is highly recommended but not mandatory for bidders.
- Questions concerning this invitation for bids 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. The Town of Westwood reserves the right to reject any or all bids and to waive minor informalities as provided under M.G.L. Chapter 149.
- Below is a list of all Attachments. Bidders should note that Attachments D-I **must be completed and be submitted** with the bid documents.
 - Attachment A – Scope of Services
 - Attachment B - Drawings
 - Attachment C - Wage Rates
 - Attachment D – Bid Pricing Sheet
 - Attachment E – Labor Harmony and OSHA Training
 - Attachment F – Certificate of Non-Collusion
 - Attachment G – Tax Compliance Certificate
 - Attachment H – Signature Page
 - Attachment I – Reference Form

II. PURCHASE DESCRIPTION/SCOPE OF SUPPLIES/SERVICE

- The work under this contract includes but is not necessarily limited to providing labor, materials and equipment to change all stage and catwalk light fixtures, as described in Attachment A, Scope of Services. Phase I Auditorium Theatrical Lighting and Dimming was completed in the summer of 2023 by Barbizon Lighting Company.
 - **Base Bid:** Work under the Base Bid includes Attachment A, Scope of Services



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- **Bid Add Alternate No. 1:** Work includes Lighting Control Distribution, named Alt#1 in the drawings and illustrated in LC02.
 - **Bid Add Alternate No. 2:** Work includes Blue Running Light System, named Alt#2 in the drawings and illustrated in LC02
 - **Bid Add Alternate No. 3:** Work is indicated in the drawings but will not be bid as part of this project.
- **Schedule:** The schedule for work under this contract shall being approximately June 17, 2024 and be complete by August 23, 2024. Work must be accomplished when school is not in session.
 - **CORI:** It is a requirement of the Westwood Public Schools that any person performing work must go through the process of a criminal background check or Criminal Offender Record Information (CORI). The contractor awarded the contract must provide to the Westwood Public Schools a signed CORI release form and a copy of the driver's license from each and every person who will be working on site. All personnel assigned to work under this contract are subject to approval by the Superintendent of the Westwood Public Schools. CORI's must be approved before any worker is permitted to work on School property.
 - **Delivery Requirements:** All delivery charges shall be included in the price of the service. The For pricing purposes, bidders should assume deliveries will be made to: Westwood High School, 200 Nahatan Street, Westwood MA 02090.
 - **Guarantee:** All labor, materials, and equipment furnished under this Contract shall be guaranteed by the contractor for a period of one (1) year from the date of final acceptance of all work. In the event of failure of materials or equipment during the guarantee period, the defective segment shall be replaced promptly, upon notice from the Town of Westwood, by, and at the expense of the contractor.
 - **Other:** The Town of Westwood reserves the right to add or delete from the scope of work.

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 work shall be performed under the direction of the School Facilities Manager.
- Prevailing Wage Rates, M.G.L. Chapter 149 will be made a part of the contract.

IV. QUALITY REQUIREMENTS

- Bidders must provide all of the items described in Section II: Purchase Description/Scope of Services. Missing information may cause the proposal to be considered unresponsive.



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V. RULE FOR AWARD

- The Contract will be awarded to "the lowest responsible and eligible bidder" pursuant to Massachusetts General Laws Chapter 149, as amended.
- Upon evaluation of bids, the Awarding Authority will determine whether to award a contract for only the Base Bid, OR for the total of the Base Bid plus Bid Alternate No. 1, OR for the total of the Base Bid plus Bid Alternate No. 1 plus Bid Alternate No. 2 (as described in Attachment D, Bid Pricing Sheet). The combination serving as the basis for award is contingent on the available project funding.
- In the event of a tie, the Town will flip a coin, assigning "heads" to the bidder whose company name is alphabetically first.



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ATTACHMENT D

BID PRICING SHEET

The undersigned proposes to provide services as described in the "Scope of Services" and the entire bid document in accordance with the Bid Specifications prepared by the Town of Westwood, for the Bid price(s).

Bid form must be completed in legible ink or typed. 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.

BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Base Bid Price (including the costs for all Allowances, Bonds, and Addenda):

Base Bid in figures \$ _____

Base Bid in words \$ _____

BID ALTERNATE NO. 1 BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Bid Alternate No. 1 Bid Price (including the costs for all Allowances, Bonds, and Addenda):

Bid Alternate No. 1 Bid in figures \$ _____

Bid Alternate No. 1 Bid in words \$ _____

TOTAL BASE BID PRICE PLUS BID ALTERNATE NO. 1 PRICE

The Total base bid price plus Bid Alternate No. 1 price submitted for this proposal (Base Bid + Bid Alternate No. 1) is as follows:

Total Base Bid + Bid Alternate No. 1 in figures \$ _____

Total Base Bid + Bid Alternate No. 1 in words \$ _____



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BID ALTERNATE NO. 2 BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Bid Alternate No. 2 Bid Price (including the costs for all Allowances, Bonds, and Addenda):

Bid Alternate No. 2 Bid in figures \$ _____

Bid Alternate No. 2 Bid in words \$ _____

TOTAL BID PRICE

The Total bid price submitted for this proposal (Base Bid + Bid Alternate No. 1 + Bid Alternate No. 2) is as follows:

Total Bid in figures \$ _____

Total Bid in words \$ _____

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

Business Phone Number

Firm Name _____

Address _____

City, State, ZIP _____

Email _____

Phone Number _____



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ATTACHMENT E

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 F

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 G

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 compliant 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 H
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 I
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. Previous Experience

List all lighting contracts over \$150,000 on hand and completed in the last three (3) years. similar in nature to this kind of project.

Owner	Email	Contract	Description	Contract Amount	Completion Date



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List three (3) lighting and dimming system projects completed. Include the size of the auditorium, specifically the number of seats.

Owner	Email	Contract	Description	Contract Amount	Completion Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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
_____	_____	_____
_____	_____	_____



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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.

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

Name	Address
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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: _____



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_____ (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)