

#### **INVITATION FOR BIDS**

### On-Call Electrician Services –Fiscal Year 2025 Bid # DPW-25-B-002

#### I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

• All Bids must be delivered by 11:00 am on May 2, 2021 to:

Procurement Department Westwood Town Hall 580 High Street Westwood MA 02090

- Bids will be scanned and posted to the Town website, <u>www.townhall.westwood.ma.us</u>, as soon as practicable after the 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 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-25-B-002, On Call Electrician- FY25."
- If the bidder is using a delivery service, the package <u>must be signed for</u> by a Westwood Town Hall staff to be considered properly delivered.
- Bids will be scanned and posted to the Town website, <u>www.townhall.westwood.ma.us</u>, as soon as practicable after the opening.
- The proposal <u>must</u> include a Non-Collusion form, Tax Compliance Certificate and other Attachments listed below.
- The proposal <u>must</u> also include a Bid Signature Form. When the Bid Signature Form is completed, it declares:
  - o 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.
- O 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 Weekly Payroll Report Form, which is included with this BID, to the Town and or School Facilities Manager.
- o All bid deposits except that of the three lowest responsible bidder shall be returned within five (5) days, Saturday, Sunday and legal holidays excluded, after the opening of the bids.
- o 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 (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.
- O 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.

- o 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.
- The contract will be effective on July 1, 2024 and awarded as soon as FY25 funds are allocated. 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 <u>in writing</u> to: Procurement
  Department, Westwood Town Hall, 580 High Street, Westwood MA 02090 or by email at
  <u>Procurement@townhall.westwood.ma.us</u>. 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 Chapter 149, M.G.L.
- Below is a list of all Attachments. Bidders should note that Attachments C-H <u>must be</u> <u>completed and be submitted</u> with the bid documents.
  - Attachment A On-Call Electrician Specification
  - Attachment B Wage Rates
  - Attachment C Bid Pricing Sheet
  - o Attachment D Labor Harmony and OSHA Training
  - o Attachment E Certificate of Non-Collusion
  - Attachment F Tax Compliance Certificate
  - Attachment G Signature Page



○ Attachment H – 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 provide On-Call Electrician Services in accordance with Attachment A, On-Call Electrician Specification.
- The work under this contract is a One-year contract from **July 1, 2024 through June 30, 2025.** The contract shall have two unilateral options to extend the contract. Option 1, if exercised, will extend the contract from July 1, 2025 through June 30, 2026. Option 2, if exercised, will extend the contract from July 1, 2026 through June 30, 2027.
- The On-Call Electrician Services contract is an as needed basis and the Town of Westwood or Westwood Public Schools do not guarantee a minimum in the bid period.
- **Delivery Requirements**: All <u>delivery charges shall be included in the price of the service</u>. The Delivery may vary across the Town of Westwood. For pricing purpose, bidders should assume deliveries will be made to: Town of Westwood, 580 High Street, Westwood MA 02090.
- Contractor Performance Criteria: Each contractor's performance will be evaluated on an ongoing basis and these evaluations will be utilized in determining whether to renew a contract. Contractors **must** notify the Procurement Department, in writing, within 7 days of any change in address, phone or fax numbers and or contact names.
- **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.

#### 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 work shall be performed under the direction of the Town and School Facilities Managers based on an hourly rate of compensation.
- The contractor shall submit with his bid, the hourly rate of a Master Electrician and stated rate
  for a Journeyman and Apprentice, if necessary. The Contractor shall specify any and all regular
  and overtime hourly rates. The Contractor shall also specify which time periods and days apply



to each and every rate. The submitted rates shall include complete manpower costs involved with accomplishing the required work.

- The contract shall also include an established materials markup percentage or materials discount for all supplies used per job. The Town will not pay more than 12% markup.
- No overtime will be paid for unless authorized by the appropriate supervisor.
- 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.
- Prevailing Wage Rates, M.G.L. Chapter 149 will be made a part of the contract.
- 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 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.
- Bidders must be DCAMM certified.
- All deliveries must comply with the Specifications identified above in Section II, Purchase Description/Scope of Supplies/Services.
- The contractor(s) shall be regularly & actively engaged in the electrical contracting business, operating and performing the type of work described in these specifications for a minimum of five (5) years.

#### V. RULE FOR AWARD

- The Town may award a contract to the responsible and responsive bidder with the lowest Basis for Award.
- In the event of a tie, the Town will flip a coin assigning "heads" to the bidder whose company name is alphabetically first.



#### ATTACHMENT C

#### **BID PRICING SHEET**

#### **On-Call Electrician Services – Fiscal Year 2025**

The following prices represent firm prices for the contract term. The undersigned agrees that if selected as the contractor for the above quoted items, he/she shall be obligated to provide those services in accordance with the terms of these specifications at the quoted price specified. Hourly rates provided herein shall remain in effect for the duration of the contract.

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).

All quantities are estimated for bidding purposes and shall not be construed as guaranties. The contractor will be reimbursed only for actual labor & supplies used. All quoted hourly rates shall be fully burdened billing rate. Bid price and all calls will be for one (1) person only unless otherwise authorized.

	7/1/2024- 6/30/2025	Hourly Rates 7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	Sum Hourly Rate	I	Multiplier		Basis for Award
Master Electrician								
Regular Hourly Rate (6AM – 5PM)	\$ +	+	=		X	0.80	=	
Master Electrician Overtime Hourly Rate (5PM – 6AM)	\$ +	+	=		X	0.10	=	
Master Electrician Weekend/Holiday Hourly Rate	\$ +	+	=		X	0.10	=	

Sum of Above (Basis for Award) \$



#### **Other Established Rates:**

Percent markup on provided materials% Note: Shall not exceed 12%	
FY25 Journeyman (Stated Rate) \$	/ per hour
FY26 Journeyman (Stated Rate) \$	/ per hour
FY27 Journeyman (Stated Rate) \$	/ per hour
FY25 Apprentice (Stated Rate) \$	_/ per hour
FY26 Apprentice (Stated Rate) \$	_/ per hour
FY27 Apprentice (Stated Rate) \$	_/ per hour
The undersigned proposes to provide services as desidocument in accordance with the Bid Specifications price(s).	
Firm Name	
Address	
City, State, ZIP	
Email F	Phone Number



#### 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 p	ronosal)
(Signature of authorized individual submitting p	Toposai)
(Printed Name)	
(Name of Bidder (if different than name))	
(Date)	



### 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 propos	_ a
Name of business	_



#### **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 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



### 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 red	ceipt of, and has included in th	is BID, the following Addenda:
(To be filled in by Bidder, if Addendum	as are issues.)	
Addendum No.	, dated	
Addendum No.	, dated	
Addendum No.	, dated	
Signature		
Name of Corporation, Company or Indi	vidual	
Printed Name of Person Authorized to S	Sign	
Title		
Phone Number & Email Address		



# ATTACHMENT H REFERENCE FORM

Bidder:\_\_\_\_

statem separa inform	m the wor ent must b te attached	k, as bid up e notarized. I sheets. Wided herein.	oon, in accord All question hen assessing	and is required as evidence with the controls must be answered.  g bidder's qualification intends to use information.	act drawings Additional d ion, the Town	and specifications. Tata may be submitted will not be limited	This on to
1.	Name of 1	Bidder					
2.	Permanen	t Main Offic	e Address				
3.	Official M	Iailing Addro	ess for This C	contract			
4.	When Org	ganized?					
5.	Where Inc	corporated, I	f a Corporatio	on			
6.	Years Con	ntracting und	ler Present Na	me			
7.	List contr	acts on hand	, and those co	mpleted similar in nat	ture to this kind	d of project.	
Owner	e Er	ngineer	Contract	Description	Contract Amount	Completion Date	
				-			
				-			
				-			
				<u>-</u>			



If you have <u>ever</u> defau	ulted on any contract, state v	where and why.	
List full names of all j	principals (i.e. Officers, Dir	ectors, Partners, Owners)	interested in
Name	Title	Firm	
State name(s) and qua	alifications of resident super	visor(s) for this project.	



13.		es for verifying financial ability of your company.	
	Name	Address	
14.		mit a complete list of ALL contracts the past two (2) years of similar project, with contact names and telephone numbers.	· size
Refere Addre Contac Phone Fax:	ss:		
Descri	ption and date(s	supplies or services provided:	
Refere	nce:		
Addre			
Contac Phone			
Fax:			
Descri	ption and date(s	supplies or services provided:	
Refere	nce:		
Addre	ss:		
Contac Phone			
Phone Fax:	·		
Descri	ption and date(s	Supplies or services provided:	



### Attach additional sheets if necessary

inform	ndersigned hereby authorized that it is a decision requested by the Own ising this Statement of the I	ner and/or	its designated agents re	± '
Dated at	this	_ day of _		20
			(Name of Bidder)	
			By:	
State of			(Title)	
		being o	duly sworn in person, de	eposes and says
that he is		of		,
(Tit		(Na	ame of Bidder)	
that he is the f	irm's duly authorized agent	to execut	e these contract docume	ents, and that the
answers to the	foregoing questions and al	l statemer	its therein contained are	correct and true.
ans were to the			day of	

(Notary Public)

all