

WEST BOYLSTON MUNICIPAL LIGHTING PLANT

4 Crescent Street, West Boylston, Massachusetts 01583

Telephone (508) 835-3681 Fax (508) 835-2952

REQUEST FOR PROPOSALS

1st Floor Office Demolition Project & Contract No. WBMLP-18-010

November 5, 2018

WEST BOYLSTON MUNICIPAL LIGHTING PLANT

4 Crescent Street, West Boylston, Massachusetts 01583

MUNICIPAL VEHICLE STORAGE BUILDING

TABLE OF CONTENTS

Bid Package: Request for Proposals & Requirements

Advertisement: Request for Proposals
Instructions to Proposers document
Proposal Form
Representative form of Notice of Award
Debarment Statement Form
Attestation Certificate Form
Affidavit of Compliance with G.L.c.30, §39L
Certificate of Non-Collusion

General Terms & Conditions of Contract

**Minimum/Prevailing Wage Rates for Commonwealth of MA, Wage Request
Number 20181105-005.**

Interior Demo Bid Set Drawings and Specifications, 11/1/2018.

ADVERTISEMENT: REQUEST FOR PROPOSALS

Sealed Proposals will be received by the West Boylston Municipal Lighting Plant (WBMLP), under the provisions of Chapter 149 of the Massachusetts General Laws, for; the removal of all existing interior finishes and fixtures within a 1,055 square foot 1st floor work space and three story stairwell at 4 Crescent Street, West Boylston MA.

Sealed Proposals will be received at the Office of the West Boylston Municipal Lighting Plant (WBMLP), 4 Crescent Street, West Boylston, MA 01583, until 2:00 pm (local time) on November 28, 2018 at which time said Proposals will be opened and reviewed in accordance with applicable law.

Wage rates paid under this contract are subject to the minimum (prevailing) wage rates established under the provisions of G.L. c. 149, Secs. 26 to 27G, inclusive. The Contract Documents may be examined and obtained at WBMLP, 4 Crescent Street, West Boylston, MA 01583, Monday through Friday 8:00 am to 4:00 pm, or, via email at jfitch@wbmlp.org. Complete instructions for filing Proposals are included in the "Instructions to Proposers". The Owner reserves the right to reject any or all Proposals as deemed in the best interest of the West Boylston Municipal Lighting Plant.

WEST BOYLSTON MUNICIPAL LIGHTING PLANT
4 Crescent Street
West Boylston, MA 01583
Jonathan Fitch
General Manager

INSTRUCTIONS TO PROPOSERS

1.1 Introduction

1.1 The West Boylston Municipal Lighting Plant (WBMLP), (hereinafter referred to as “Owner” or “Awarding Authority”), is seeking sealed proposals for the demolition and removal of existing interior finishes and fixtures in an approximate 1,055 square foot area. Office spaces include an office, (2) bathrooms, breakroom, locker-room, data room, and a three-story stairwell.

1.2 All existing wall finishes, ceiling finishes, fixtures, carpet, carpet pad, wiring, conduits, electrical fixtures, plumbing, plumbing fixtures, and insulation shall be removed from walls and ceilings. All debris must be disposed of properly. The work space shall be vacuumed. All wall studs, ceiling joists, and wood subfloor shall be exposed and remain intact.

1.3 **Specifications and Specific Instructions for the interior demolitions are set forth in detail in these Contract Drawings.**

1.4 Painted finishes shall be treated as contaminated with lead paint. All other finishes have been tested for asbestos and the results are negative, or, have been professionally removed and properly disposed already.

1.5 Existing electrical panel in data room shall remain in place and in service. Use caution when removing adjacent materials. All electrical wiring in work space shall be removed back to this panel.

1.6 Existing data and communications wiring in walls shall be removed and capped with wire nuts at point of entry into the work space.

1.7 Existing telephone and cable service wires in data room shall remain in place and in service. Use caution when removing adjacent materials.

1.8 A dumpster for debris shall be located adjacent to work space entrance door and on front lawn. Do not place dumpster on pedestrian side walk.

1.9 The work space shall be redesigned and refinished later and through a separate RFP.

1.10 The construction schedule for this Project is as soon as practical. The Builder shall state in writing what date they are committed to starting work by.

2.0 Submittal Deadline

2.1 All Proposals shall be submitted to the West Boylston Municipal Lighting Plant (WBMLP), 4 Crescent Street, West Boylston, MA 01583, Attention: General Manager. **All Proposals must actually be received no later than November 28, 2018, at 2:00 P.M. to be considered.** Proposals received after that deadline will not be accepted. Emailed Proposals will be accepted at jfitch@wbmlp.org.

3.0 Submittal Procedure

3.1 All Proposals shall be submitted exactly as follows. Each Proposal shall be in a single, sealed envelope marked "WBMLP Bathroom and Closet Remodel Construction Proposal" and contain the name and address of the Proposer.

3.2 Proposers may correct, modify or withdraw a Proposal by sealed written notice, clearly marked as a correction, modification or withdrawal. No Proposal may be amended or withdrawn after the submittal deadline. Proposals that are incomplete, improperly endorsed or otherwise improperly completed may be rejected.

3.3 With its Proposal, each Proposer shall include the following:

- (a) Completed Proposal Form
- (c) Affidavit of Non-Collusion
- (f) Debarment Statement
- (f) Affidavit of Compliance with G.L. c. 30, Sec. 39L, if applicable

4.0 Opening and Review of Proposals: G.L. c. 149, Sec. 44E(4)

4.1 All Proposals shall be opened and evaluated in accordance with G.L. c. 149, Sec. 44E(4). The Awarding Authority shall determine the most advantageous proposal from the responsible, responsive, and eligible Proposers. The successful Proposer shall possess the skill, ability and integrity necessary for the faithful performance of the Contract. A determination of most advantageous shall include but not be limited to the consideration of the quality of the Proposer's proposed buildings and appurtenances, its conformance with these specifications, and completeness of its Proposal.

4.2 The Owner shall consider all the criteria, including but not limited to that of cost and as set forth in the evaluation criteria section of these Contract Documents.

4.3 The Owner reserves the right to reject any or all proposals and to determine the proposal deemed in the best interest of Owner. The Owner may waive minor informalities or allow a Proposer to correct them to the extent allowed by law.

5.0 Proposer's Duty to Review, Investigate, Study

5.1 The building site is located at 4 Crescent Street, West Boylston MA 01583

5.2 Proposers are responsible for obtaining a complete set of Contract Documents, including any addenda, in preparing their Proposals.

5.3 Before submitting a proposal, each potential Proposer shall make a careful study of all documents, the site, and conduct any other examination or investigation it deems appropriate to fully assure itself as to the conditions of the site and requirements of the Project. The Proposer is entirely responsible for the requirements of federal, state and local law, including any particular requirements applicable to electric plants. The Owner does not make any warrantee or guarantee regarding the accuracy or completeness of

these Contract Documents or any other Municipal Documents, including but not limited to the condition of the site. Proposers shall rely on their own examination. Proposers may not rely upon oral information provided by any town official, employee or agent.

- 5.4 The Proposer shall promptly notify the WBMLP General Manager of any and all conflicts, errors or discrepancies in the Contract Documents and such other municipal documents as are incorporated therein or otherwise related to this Project.
- 5.5 Prospective Proposers may arrange to view the Site by contacting the General Manager of the WBMLP at 508-835-3681 from 8:00 AM to 4:00 PM to set up an appointment.
- 5.6 If the Proposer has any questions about the specifications or terms contained herein, such questions must be made in writing prior to submitting a proposal and directed to the WBMLP General Manager. No questions shall be entertained after the Proposal opening.
- 6.0 Pre-Bid Site Visit
- 6.1 Pre-Bid Site Visits are mandatory and may be scheduled with WBMLP prior to submittal deadline.
- 7.0 Qualifications of Proposers
- 7.1 In order that an equal uniform comparison and determination of responsiveness may be made, all Proposals shall be submitted in the format provided, outlined herein. Standard proposals shall not be considered in lieu of the proposal format herein required. The Owner shall not be responsible to decipher a Proposer's documentation to determine compliance with all items required herein.
- 7.2 Determination of the most advantageous Proposer shall be based generally on the Proposer's responsiveness, experience and commitment to the terms and conditions contained in this Request for Proposals and the Proposer's demonstrated capability to perform the Work within its Proposal Price.
- 7.3 This RFP and the evaluation and contract award process associated herewith, shall not be judged solely on the merits of the lowest proposed price. Selection of the Builder shall be based on the Proposer's response to the specifications contained in the RFP, the thoroughness of the Proposer's response to the specific needs noted in the RFP, the Proposer's overall capabilities, financial stability and the price proposal.
- 7.4 The Owner may interview or conduct such investigation as it deems necessary to assist in the evaluation of the Proposals and to establish the responsibility, qualifications, and financial ability of the Proposers to perform and furnish the work in accordance with the Contract Documents.
- 7.5 By signing and submitting its proposal, the Proposer agrees to all terms and conditions of this RFP, including but not limited to the Contract and Specifications. The Contract shall be executed by the successful proposer following the award of the Proposal. These Proposal Documents contain the applicable Contract and Specifications.

8.0 Substitute or "Or Equal" Items

8.1 Competition or use of material, equipment, or products that will perform the functions required is not intended to be restricted. In order to assure receiving the proper products, manufacturers may be listed for certain products.

8.2 When three or more acceptable products are listed as acceptable products in the Specifications, the proposal shall include one of the specified products, without substitution.

8.3 In instances where identifications in the Specifications are made by less than three product references, the manufacturer's or vendor's names, trade names, or catalog number or similar description shall be used to establish a standard. Materials, articles, products, or equipment of other manufacturers and vendors than the manufacturers and vendors listed in the Specifications which shall meet adequately the requirements imposed by the general design shall be considered equally acceptable provided the item substituted is of equal substance and function. The Owner shall determine the equality of materials submitted for consideration.

8.4 Prior to acceptance of the Agreement, the successful proposer shall submit to the Owner, in writing, a list of proposed desired substitutions with sufficient product information as is necessary for the Owner to determine if the proposed substitutions are acceptable. The successful proposer shall abide by the Owner's review of proposed substitutions. No change in the proposal amount shall be allowed for the successful proposer to obtain acceptance of the proposed substitutions.

9.0 Proposal Form

9.1 The price on the Price Proposal Form shall be written in words and figures. In the event of a discrepancy, the words shall control.

9.2 All Price Proposals shall be compared on the basis of the Lump Sum Contract Amount on the Price Proposal Form. The Proposal shall be for the completed work. The Bid Bond is to be included in the Price Proposal.

9.3 Corporate Proposals shall be executed in the corporate name by an officer with express, written authority. The corporate seal shall be affixed and attested by the corporate secretary. The corporate address and state of incorporation shall be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by all the partners. The official address of the partnership must be shown on the Proposal Form.

9.4 Proposers must separately acknowledge receipt of each Addenda (the numbers of which must be filled in on the Proposal Forms). If no addenda are issued, the Proposer shall fill in "none".

9.5 The Owner reserves the right to reject any Proposal if the evidence submitted or other information obtained by the Owner upon its own investigation fails to satisfy the Owner

that such Proposer is properly qualified to carry out the obligations of the Contract and to complete the Work set forth therein.

- 9.6 All Proposals will remain subject to acceptance by Owner for a period of sixty (60) days (Saturdays, Sundays and legal holidays excluded) after the day of opening of Non-Price Proposals.
- 10.0 Bid Bond - **None required**
- 11.0 Quantities and Price
 - 11.1 The Proposal Price shall take into account all the obligations imposed on the Builder by the Contract Documents.
 - 11.2 All prices shall be firm.
- 12.0 Payment, Performance Bonds and Insurance
 - 12.1 The Proposer shall provide insurance as specified in the Contract. The Proposer shall be required to provide proof of such insurance, as required by the Owner. Such proof may include providing the Owner a copy of the Policy, if so requested.
- 13.0 Execution of the Contract
 - 13.1 When Owner gives a Notice of Award to the Successful Proposer, it shall be accompanied by the required number of unsigned counterparts of the Contract with all other written Contract Documents attached. Within five (5) days (Saturdays, Sundays and legal holidays excluded) after presentation thereof by Owner, Design/Builder shall sign and deliver the required number of counterparts of the Contract and attached documents to Owner with the required Bonds and insurance certificates.
 - 13.2 If the Successful Proposer fails to execute a Contract in accordance with the terms of its Proposal, within the above time limits, and furnish the required Bonds and insurance certificates, which are acceptable to Owner, Owner may consider the Proposer in default and the Proposer's Bid security shall become the property of Owner, as liquidated damages, and Owner may consider the Proposal of the next lowest responsible and eligible Proposer.
 - 13.3 If the Proposer is determined to be in default, Proposer's Bid security shall become the property of Owner, as liquidated damages, and Owner will consider the Proposal of the next lowest responsible and eligible Proposer.
- 14.0 Notice to Proceed
 - 14.1 The Owner shall issue a Notice to Proceed within thirty (30) days of the execution of the Contract by Owner. This time may be extended by mutual agreement between Owner and Design/Builder. The Notice to Proceed shall establish the date of Commencement of the Work, the date of Substantial Completion and the date of Final Completion, as they are defined in the Contract.

15.0 Sales and Use Tax Exemptions

15.1 Owner is exempt from Commonwealth of Massachusetts Sales and Use Tax on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price.

16.0 Laws and Regulations

16.1 All applicable federal and state, local laws, and applicable rules and regulations, shall apply to the Contract throughout, and they will be deemed to be included in the Contract Documents as though they were written out in full therein. The successful Proposer is solely responsible for its compliance and the full compliance of its subcontractors, and the employees and agents of either.

17.0 Minimum (Prevailing) Wage Rates

17.1 Minimum Wage rates as determined by the Commissioner of the Department of Labor and Industries under the provisions of the Commonwealth of Massachusetts General Laws, Chapter 149, Section 26 to 27D, apply to all work on this project. All applicable provisions of building codes and other laws shall apply to this Project.

17.2 The Minimum Wage Rates Determination shall be kept posted in a conspicuous place at the site of the Work throughout the active progress of the Work.

18.0 Guarantee

18.1 The Builder shall warrant and guarantee to Owner that all Work shall be in accordance with the Contract Documents and shall not be defective. This guarantee shall be for a period of two (2) years from the date of Substantial Completion and shall be as further described in the Contract and Specifications.

19.0 Miscellaneous

19.1 The Owner reserves the right to reject any or all Proposals and to determine the Proposal deemed in its best interest. The Owner may waive minor informalities or allow a Proposer to correct them to the extent allowed by law.

20.0 Information Available to Proposers:

Interior Demo Bid Set Drawings and Specifications, 11/1/2018

21.0 Evaluation Criteria:

Proposals will be evaluated according to the criteria and requirements contained in this Section 21, and generally set forth in the Instructions to Proposers and in the Price Proposal. The Owner will also consider references, both those disclosed by the Proposers and those otherwise known to the Owner. The Owner reserves the right to request additional information or clarification from the Proposer. The Owner, by its designated individual or committee, will assign ratings

from each of the criteria and requirements. The rating will be consolidated into a composite rating.

Highly Advantageous: The proposed approach or capability exceeds significantly the requirements in the RFP for the criterion evaluated.

Advantageous: The proposed approach or capability exceeds the requirements of the RFP for the criterion evaluated.

Not Advantageous: The proposed approach or capability meets the requirements of the RFP for the criterion evaluated.

Unacceptable: The proposal fails to demonstrate that the proposed approach or capability meets the requirements of the RFP for the criterion evaluated. Any Proposal receiving an unacceptable rating for a criterion will be deemed nonresponsive.

21.1 A determination of the most advantageous proposal shall be based generally on the following:

- a) Responsiveness and commitment to the terms and conditions contained in these proposal documents, including but not limited to, the provisions which apply to the construction of the buildings and warranty.
- b) Price Proposal
- c) Proposer's demonstrated capabilities, qualifications and financial stability.
- d) Thorough and clear response to the requirements and requests for information.
- e) Positive recommendations from previous customers.

21.2 The Owner reserves the right to consider its past experience with any proposer in evaluating the proposer.

21.3 Each Proposer shall submit 3 reference projects completed in the last five years in Massachusetts.

- Proposers that have constructed and installed at 3 projects with criteria, including comparable complexity, cost, materials, and quality, similar to this project within the last five years in Massachusetts shall be highly advantageous.
- Proposers that have constructed and installed 2 projects with criteria, including comparable complexity, cost, materials, and quality, similar to this project within the last five years in Massachusetts shall be advantageous.

- Proposers that have constructed and installed between 1 project with criteria, including comparable complexity, cost, materials, and quality, similar to this project within the last five years in Massachusetts shall be not advantageous.
 - Proposers that have not constructed and installed a project with criteria, including comparable complexity, cost, materials, and quality, similar to this project within the last five years in Massachusetts shall be unacceptable.
- 21.4 The list, submitted above, shall include the location of the project, a description of the project, the date on which the project commenced and the date on which final payment was made, the name and address of the Owner and the name and telephone number of the Owner's contact person for the Project. WBMLP may contact any and all such references, and others about which WBMLP learns, and use the information obtained to determine whether the proposer is responsible, and otherwise has the capacity, commitment and experience to comply with the requirements of this RFP.
- 21.5 Each Proposer shall submit proof that it is able to obtain insurance as required by the Contract contained in this RFP.
- Proposers that provide proof of their ability to obtain such insurance shall be advantageous.
 - Proposers that fail to provide proof of their ability to obtain such insurance shall be unacceptable.
- 21.6 Each Proposer shall further submit a schedule showing the sequence of operations and period of time required for each.
- Proposers showing a credible and thorough construction and installation schedule consistent with the requirements of this RFP shall be highly advantageous.
 - Proposers failing to show a credible and thorough construction and installation schedule or failing to address the time expectations of this RFP shall be unacceptable.
- 21.7 Each Proposer shall submit organizational information including the names, resumes of experience, and qualifications of the project manager, superintendent, and other key personnel who will be assigned to this Project. Any changes in these personnel shall be only with the Owner's prior approval.
- 21.8 Each Proposal must contain evidence of Proposer's qualification to do business in the Commonwealth of Massachusetts or covenant to obtain such qualification prior to award of the contract.

WEST BOYLSTON MUNICIPAL LIGHTING PLANT

4 Crescent Street, West Boylston, Massachusetts 01583

Telephone (508) 835-3681 Fax (508) 835-2952

Municipal Garage Building Project

PROPOSAL FORM

1. The Proposer hereby Proposes and offers to enter into a Contract, in the form of the Contract included, to do all the Work called for in the Contract Documents on the terms and conditions and under the provisions as outlined in the Contract Documents, at the lump sum prices hereunder entered in this Price Proposal.
2. The Proposer agrees that the prices set forth in this Price Proposal Form include all applicable labor, material, equipment, overhead, profit, duties, taxes, licenses, freight, tolls, permits, accommodations, mobilization, demobilization and all such like costs and charges whatsoever necessary for a complete job in respect to carrying out the Work.

3. **LUMP SUM PROPOSAL** \$_____.

Start Date _____.

The same amount repeated in words is _____ Dollars.

ALTERNATE LUMP SUM PROPOSAL (if provided) \$_____.

The same amount repeated in words is _____ Dollars.

Start Date _____.

4. Technical or contractual exceptions to the Specification documents are hereby waived, except as follows: _____

(If none, state "No Exceptions")

By: _____
(Company Name)

(Name of the Proposer)

(Signature)

(Business Address)

(Date)

WEST BOYLSTON MUNICIPAL LIGHTING PLANT

4 Crescent Street, West Boylston, Massachusetts 01583

Telephone (508) 835-3681 Fax (508) 835-2952

Municipal Garage Building Project

NOTICE OF AWARD

Dated _____

DESIGN/BUILDER: _____

ADDRESS: _____

OWNER: _____

ADDRESS: _____

OWNER'S CONTRACT NO: _____

CONTRACT FOR: _____

You are notified that your Proposal dated _____ for the above Contract has been considered. You have been awarded a contract for _____ the Contract Price.

Five copies of each of the proposed Contract Documents shall be presented to you for execution within 10 days of this Notice of Award. Within five (5) days of your receipt of the Contract, you must deliver to the Owner five fully executed counterparts of the Contract including all the Contract Documents, certifications, affidavits and other forms. Each of the Contract Documents must bear the signature of an authorized person. Additionally, you must deliver with the executed Contract, the Performance and Payment Bonds, and Certificate of Insurance evidencing insurance as required in the Contract.

Failure to comply with these conditions within the time specified will entitle Owner to consider your proposal abandoned, to annul this Notice of award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, Owner will return to you one (1) fully signed counterpart of the Contract with the Contract Documents attached.

General Manager,
West Boylston Municipal Lighting Plant

WEST BOYLSTON MUNICIPAL LIGHTING PLANT

4 Crescent Street, West Boylston, Massachusetts 01583

Telephone (508) 835-3681 Fax (508) 835-2952

Municipal Garage Building Project

DEBARMENT STATEMENT

The undersigned certifies under penalty of perjury that the undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date: _____

Company name

Authorized signatory

Company

address and telephone

WEST BOYLSTON MUNICIPAL LIGHTING PLANT

4 Crescent Street, West Boylston, Massachusetts 01583

Telephone (508) 835-3681 Fax (508) 835-2952

Municipal Garage Building Project

ATTESTATION CERTIFICATION

I certify, under the penalties of perjury, that I, to my knowledge and belief, have filed all state tax returns and paid all state taxes required under law, including reporting of employees and contractors and withholding and remitting child support.

*Signature of Individual or
Corporate Name/Corporate Officer
(Mandatory)

Company Name

**Social Security Number (Voluntary)
or Federal Identification Number

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether or not you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49A.

WEST BOYLSTON MUNICIPAL LIGHTING PLANT

4 Crescent Street, West Boylston, Massachusetts 01583

Telephone (508) 835-3681 Fax (508) 835-2952

Municipal Garage Building Project

AFFIDAVIT OF COMPLIANCE WITH G.L.c.30, §39L FOR CORPORATIONS

1. Check one, if applicable to the nature of business organization of the bidder.

- Massachusetts Business Corporation
- Non-profit organization
- Foreign (Non-Massachusetts) corporation
- Other

2. I, _____ President _____ Clerk of

Whose principal office is located at

do hereby certify that the above-named corporation has filed with the Secretary of State all certificates and annual reports required by c. 156B and chapter 181, sections 3, 4 and 5 (foreign corporations) and c. 180, §26A (non-profit corporation) of the Massachusetts General Laws.

Signed under penalties of perjury this _____ day of _____, 2002.

Signature of responsible corporate officer _____.

WEST BOYLSTON MUNICIPAL LIGHTING PLANT

4 Crescent Street, West Boylston, Massachusetts 01583

Telephone (508) 835-3681 Fax (508) 835-2952

Municipal Garage Building Project

CERTIFICATE OF NON-COLLUSION

The undersigned certifies pursuant to G.L.c.30, §39M under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or any other business or legal entity.

Signature

Date

Printed name of person signing bid

Company