



Town of Marshfield

Facilities Department
76 South River Street
Marshfield, MA 02050
Tel: 781 834-5000 x.40125
Fax: 781 834-5070

Request for Proposal Package On-Call Service Contract for Plumbing Contractor Services

Time and Date for Bid Opening:

Time: 3:00 PM

Date: Thursday February 14, 2019

Bids to be Addressed to and will be opened at:

Town of Marshfield Selectman's Office - 2nd Floor
870 Moraine St. Marshfield MA. 02050

Contract Period:

March 1, 2019 to June 30, 2020

Contact person:

Fred Russell, Facilities Manager
Tel 781-834-5000 x.40125
Email: frussell@mpsd.org

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Summary (and Advertisement):

The Town of Marshfield Facilities Department is requesting proposals to execute a contract for an On-Call Plumbing Contractor Services from reputable and qualified contractors to ensure that Town and School Buildings are properly maintained and/or repaired to ensure safe and efficient building operations is always maintained.

Work under this contract is covered by the Massachusetts Prevailing Wage law, MGL Chapter 149, Section 26 to 27G, inclusive, as amended.

Term of this contract is approximately (16) months long from March 1, 2019 thru June 30, 2020.

Request for Proposals (RFP) packages will be available in hard copy on or after January 31, 2019. Emailed copies can be requested from Fred Russell, Facilities Manager, at frussell@mpsd.org

Bids and supporting documentation must be received no later than 3:00 PM on February 14, 2019 at the Town Selectman's Office located on the 2nd Floor at 870 Moraine St. Marshfield MA. 02050. (tel. 781-834-5563), where they will be publicly opened.

The Town of Marshfield reserves the right to cancel this RFP and/or may reject, in whole or part, any and all bids if it is determined that said cancellation or rejection serves the best interest of the Town.

SECTION 1.0 GENERAL CONDITION:

This section of the RFP contains the general conditions and restrictions covering the bid, the bid process and the contract award.

- 1.1 Each bidder shall comply with all requirements as directed in this RFP Package, including submitting bids on Bid Forms that are herein provided, and all bids must be signed by a person duly authorized to sign bids for the proposer.
- 1.2 Bids are to be submitted in a sealed envelope and are to be clearly marked "BID FOR PLUMBING CONTRACTOR SERVICES".
- 1.3 Bids must be received by 3:00 PM on February 14, 2019 at the above address, where they will be publicly opened.
- 1.4 A contract will be awarded to the lowest and responsible bidder based upon the bid estimated hours listed on the bid form. The Facilities Department will consider price and past performance on similar projects in making its contract award recommendation to the Superintendent of Schools and the Town Administrator, who is the awarding authority. In addition, the Facilities Department will consider the experience of each bidder's technicians and the availability of related trades persons.
- 1.5 The Town may cancel this RFP or may reject, in whole or part, any and all bids if it is determined that said cancellation or rejection serves the best interest of the Town.
- 1.6 The successful bidder shall be expected to enter into a contract with the Town within thirty (30) days of the contract award. See Appendix A for Sample Agreement.
- 1.7 The term of this contract will be from approximately March 1, 2019 and ending on June 30, 2020.
- 1.8 The successful bidder shall indemnify, defend and hold harmless the Town of Marshfield, and all of its employees and/or agents from all claims, losses, costs, expenses or damage of any kind resulting from or arising out of activities related to the performance of this contract by the contractor, its offices, agents or employees.
- 1.9 The successful bidder shall maintain insurance coverage during the entire contract period to protect him/her from claims under the Worker's Compensation Act and the Public Liability laws and will provide the Town with certificates of public liability insurance coverage with limits not less than \$ 1,000,000.00 and evidence of workers' compensation coverage.
- 1.10 All policies will be written so that the Town will be notified prior to the cancellation or amendments to the insurance coverage. The Town will be named as certificate holder on the public liability insurance and workers' compensation policies.

SECTION 1.0 GENERAL CONDITION (continued):

- 1.11 Prior to working at the Town, employees of the contractor will be screened by means of conducting a Criminal Offender Records Information (CORI) search to be completed by the Town and all personnel assigned to work under this contract are subject to the approval of the Town.
- 1.12 All service persons must have appropriate licenses and have completed a 10-hour OSHA training course in construction safety and health.
- 1.13 Total annual hours of work listed in this contract are estimated for the purpose of determining a potential total cost. Actual hours will vary.
- 1.14 Either party may terminate the contract with thirty (30) days advanced notice.
- 1.15 No part of this work may be sub-contracted out unless written approval is granted in advance by the Town.
- 1.16 Work under this contract is covered by the Massachusetts Prevailing Wage law, MGL Chapter 149, Section 26 to 27G, inclusive, as amended. Wage rates are included as part of this bid package. The successful bidder shall be required to pay employees working under this contract according to these rates and shall also be required to provide Weekly Payroll Wage Statements with all invoices to the Marshfield Facilities Department for all employees performing work under this contract. Additional information about the Massachusetts prevailing wage law and regulations can be obtained by contacting the Massachusetts Office of Labor and Workforce Development, Division of Occupational Safety at 617-626-6952.

SECTION 2.0: SPECIFIC REQUIREMENTS

This section provides a description of the requested services sought and the requirements of the manner in which the work is to be performed.

- 2.1 The Facilities Department has established this On-call Plumbing Contractor Services Contract for all Town owned and School Buildings, with services provided on an on-call and as-needed basis per below sub-sections. If any scheduled service to be rendered is greater than \$2,500.00, the Town will require work to be completed only after a duly authorized Work Order has been issued to the contractor. If work is deemed an emergency the Work Order can be created and executed the next business day. See Appendix B for a sample copy of a Work Order.
- 2.2 Contractor must have capability of providing complete service to building plumbing items and related systems. The contractor shall employ a minimum of three (3) licensed tradesperson who will have at least five (5) years' experience in the trade discipline. The use of licensed apprentice/helpers will be permitted provided that they work under the direct supervision of a licensed mechanic.

SECTION 2.0: SPECIFIC REQUIREMENTS – (continued):

- 2.3 Services will be scheduled between 7:00 AM and 5:00 PM and in a manner as to not interfere with the building operations. A 24-hour notification prior to service is required before arriving at the property. Off hours' work will be scheduled as mutually agreed upon by the contractor and the Facilities Manager or designee. The contractor must have the capacity to respond within 2 hours for calls judged to be of an emergency nature by the Facilities Manager, Asst. Manager or, in their absence, by the Head Custodian at the school involved.
- 2.4 When service is provided the Contractor's mechanic(s) are required to report their arrival and departure to the designated person. This may be the schools' office, if open, Head Custodian, or if a Town Building the Asst. Facilities Manager. A signed service slip detailing the hours worked and material used must be signed and a copy of which will be attached to the invoice associated with the service provided.
- 2.5 The contractor shall designate an employee to act as the main point of contact, and that person shall have charge of the work on behalf of the contractor and shall be authorized to act on behalf of the contractor.
- 2.6 The Contractor, to the extent possible, shall assign the same mechanics to respond to service calls so that they become familiar with the people and systems associated with a particular facility.
- 2.7 The contractor shall be responsible for protecting his own work and all nearby properties from damage resulting from his performance of this contract.
- 2.8 The contractor shall at all times keep the work area free from hazard, accumulation of waste material or rubbish, and shall notify the Facilities Department in advance of any work that could potentially be disruptive to the building occupants and the building operation. At the end of each service call and at the completion of each job, the contractor shall remove all of his/her tools, equipment and waste and shall leave the work area "broom clean".
- 2.11 The contractor shall obtain any permits or licenses, arrange for any inspections required to properly perform work under this contract and shall conform to all safety and fire codes. Permits and License fees can be invoiced at contractor's net cost with no markups allowed.
- 2.12 The contractor will provide estimates for all non-emergency work to the Head Custodian or Facilities Management prior to the issuance of a duly authorized Work Order.

SECTION 2.0: SPECIFIC REQUIREMENTS – (continued):

- 2.13 The Facilities Department reserves the right to obtain competing proposals for any project if it is deemed to be in the best interest of the Town.
- 2.14 For scheduled work contractor will be paid for work performed on-site and cannot charge for travel time, fuel charges, or any other incidental charges. Partial hours will be billed in increments of quarter hours.
- 2.15 For emergency and unscheduled work, reasonable hourly rate travel time will be allowed but there will be no fuel charges, or any other incidental charges allowed.
- 2.16 The contractor will provide separate invoices for each site and will itemize for labor, parts, and supplies separately, and attach copies of signed service slips and pre-approved Work Orders if work exceeds \$ 2,500.00
- 2.17 All invoices shall be accompanied by the “Weekly Payroll Records Report and Statement of Compliance” as required by the Massachusetts prevailing wage law. (Appendix C).
- 2.18 A 5 % mark-up on the contractor’s net cost of parts and supplies, sub-contractor costs if approved, and rental equipment if approved, shall be allowed. Supporting documentation shall be submitted along with invoices to the Facilities Department.

SECTION 3.0 BID FORMS:

Page 1 of 3 of Bid Form – Company Name: _____

****ALL THREE PAGES OF THE BID FORMS ARE TO BE COMPLETED AND RETURNED WITH BID****

3.1 PRICE PROPOSAL (Enter prices for all estimated hours)
Facilities Department will only pay for actual service hours used.

Normal Business Hours	Hourly Rates: 3/1 thru 6/30/2020		
	Straight	Overtime	Holiday
Plumber (estimated hours: 300)	_____	_____	_____
Plumber Apprentice (estimated hours: 100)	_____	_____	_____

Company Name: _____

Place of Business: _____

Contact Person: _____

Telephone Number: _____

Signature of
Authorized Representative: _____

Printed Name: _____

Title: _____

Date: _____

Company Name: _____

Page 2 of 3 of Bid Form – Company Name: _____

3.1 COMPANY AND EMPLOYEE INFORMATION AND REFERENCES

Company Information:

Number of years company has been in business: _____

Licensed Journeyman on staff? _____ If yes, how many? _____

Licensed Apprentices on staff? _____ If yes, how many ? _____

Employee Information: (those to be primarily assigned to this contract)

Name of Tradesperson/ License No.* Yrs of Experience Years with Company

1. _____

2. _____

3. _____

References:

List five (5) references from similar contracts within a municipal system within the last three years.

Company Years under Contract Contact Person Telephone

1. _____

2. _____

3. _____

4. _____

5. _____

CERTIFICATION OF PAYMENT OF STATE TAXES

To: Town of Marshfield

Legislation enacted by the Commonwealth of Massachusetts, effective July 1, 1983, requires that the attestation below be signed:

Pursuant to M.G.L. Ch. 62C, §48A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all tax returns and paid all state tax returns and paid all state taxes required under law.

Social Security Number/
Federal Identification Number

Signature of Individual or
Corporate Name

CERTIFICATE OF NON-COLLUSION

To: Town of Marshfield

The undersigned certified 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 person submitting bid or proposal

Print Name

Name of Business

Date: _____

Appendix A
SAMPLE AGREEMENT

Agreement made this DATE, by and between the Town of Marshfield, hereinafter designated "Town" and "COMPANY NAME"

In consideration for the promises and covenants hereinafter contained, the Contractor agrees to furnish Plumbing Services for the Town, pursuant to the provisions of this Agreement.

The term of this Agreement shall be for approximately one year commencing March 1, 2019 and terminating June 30, 2020.

It is understood and agreed between the parties that the attached documents are incorporated herein by reference and made a part of this Agreement. Said documents include:

Invitation to Bid
General Conditions
Specific Requirements
Completed Bid Forms

Compensation of the Contractor will be based upon the provisions of the specifications, the completed bid forms, attached hereto and incorporated by reference.

This Agreement shall be governed by the applicable laws and regulations of the Commonwealth of Massachusetts and applicable municipalities thereof.

This Agreement shall be binding upon and inure to the benefit of the heirs, assigns, or successors in interest of the parties.

Pursuant to G. L. c.30B, §5, if the Town determines, for any fiscal year subsequent to the first year of this contract, that funds are not available for payment under this Agreement, then, upon notice thereof by the Town, this agreement shall be cancelled.

This Agreement contains the entire Agreement between the parties. There are no inducements, promises, covenants, terms, conditions, or obligations entered into by the parties other than contained herein. This Agreement shall be amended or modified only by a written instrument executed by the parties hereto.

If any provision of this Agreement is determined to be invalid, it shall not affect the remaining provisions of said Agreement, but said remaining provisions shall be binding and effective for the parties.

IN WITNESS THEREOF, the parties have hereunto signed this Agreement and a duplicate thereof this _____ day of _____ 2019.

Marshfield Town Administrator

COMPANY

By _____

By _____
COMPANY OFFICER


Marshfield Town Counsel

By _____

I certify that this award was made in compliance with the requirements specified in Chapter 30B of the General Laws of the Commonwealth of Massachusetts: Uniform Procurement Act.

Michael M. Maresco
Procurement Officer

Appendix B- Sample Work Order

	Marshfield FY19 On-Call Contract		Work Order No.:	
	Location of Work :		Date:	
ON-CALL and AS-NEEDED CONTRACT WORK ORDER				
SECTION 1 TO BE FILLED OUT BY CONTRACTOR ONLY				
Contractor Name:		Address:		
Description of Work:				
Start Date :				
Finish Date:				
COST ESTIMATE				
		No. of Workers	X Hours	X Hourly Rate
1. Labor				\$ -
2. Materials	X 5.0%			\$ -
3. Subcontractor	X 5.0 %			\$ -
4. Rental Equipment	X 5.0 %			\$ -
TOTAL				\$ -
Contract Type:		Lump Sum	<input type="checkbox"/>	
* please check box that applies		Time & Materials	<input type="checkbox"/>	
		Unit Pricing	<input type="checkbox"/>	
Note: All Work Orders are not-to-exceed without written authorization.				
(Please print name)				
Contractor:		Title:		
Signature		Date:		
SECTION 2 TO BE FILLED OUT BY MARSHFIELD FUNDING SOURCE AUTHORIZED PERSONNEL				
This signature gives the Contractor the authority to execute the work described in Section 1				
(Please print name)				
Facility Dept. Representative:		Title:	MARSHFIELD FUNDING SOURCE	
Signature		Date:	Fund-Dept	
			Schedule	
			Account	
			Vendor #	
			Amount	
Funding Manager:		Title:		
Signature		Date:	Capital # (if capital)	
CERTIFICATION OF COMPLETION				
The undersigned states that this work was SATISFACTORY & COMPLETED				
(Please print name)				
Facility Dept. Representative:		Title:		
Signature		Date:		
* Please sign here in the event that the work described is only PARTIALLY complete				
cc: Town Accountant and Town Treasurer if WO is capital funded				

Appendix C – Weekly Payroll Records Report

STATEMENT OF COMPLIANCE _____, 20____

I, _____,
_____ (Name of signatory party) (Title) do hereby state: That I pay or
supervise the payment of the persons employed by
_____ on the
_____ (Contractor, subcontractor or public
body) (Building or project) and that all mechanics and apprentices,
teamsters, chauffeurs and laborers employed on said project have been paid
in accordance with wages determined under the provisions of sections
twenty-six and twenty-seven of chapter one hundred and forty nine of the
General Laws. Signature _____ Title

APPENDIX D – CURRENT PREVAILING WAGE RATES

Note: Applicable Prevailing Wage Rate Sheets to be requested and added to contract when executed