

REQUEST FOR RESPONSE

**DFW-2015-011 Demolition of Abandoned Structure at the Southwick
Wildlife Management Area**

South Longyard Road, Southwick, Massachusetts

MASSACHUSETTS DIVISION OF FISHERIES AND WILDLIFE
341 East Street, Belchertown, MA

RFR ID#: DFW-2015-011

PURCHASING DEPARTMENT: Department of Fish and Game - Division of Fisheries
and Wildlife

CONTACT PERSON: Ralph Taylor, District Supervisor, Division of
Fisheries & Wildlife Connecticut Valley District, 341
East Street, Belchertown, MA 01007

TELEPHONE: 413.323.7632

BRIEF DESCRIPTION OF PROCUREMENT: The contract will consist of the salvage, demolition, removal and disposal of three 42 x 102 foot wood frame, three level, unoccupied tobacco barns and associated materials therein located on the Southwick Wildlife Management Area in Southwick, Massachusetts (Figure 01). There is no well, septic or electrical associated with the structures. The foundations are gravel but may include concrete or large stone supports. Contractor will be responsible for removing concrete/large support stones from the site. Contractor is responsible for grading of the site after removal. In addition to the 3 barns for removal there are four other sites where barns have been destroyed by arson that shall be cleaned of all remaining burned material that may interfere with future harrowing and seeding activities. Contractor is responsible for grading of the burned sites after debris removal (See map of work area). Contractor is responsible for securing and complying with all applicable permits. Work must be done in compliance with all applicable laws governing transport and disposal of construction debris, as well as any additional state and local environmental regulations.

ACQUISITION METHOD: Fee for service

SINGLE OR MULTIPLE CONTRACTORS ARE REQUIRED FOR CONTRACTS:
Single

SINGLE OR MULTIPLE DEPARTMENTS ABLE TO USE: Only procuring
department may contract under this RFR.

PREVAILING WAGE APPLICABLE: Yes. Wage Sheets attached.

OSHA TRAINING: All bidders must certify that all employees to be employed at the worksite 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.

BIDDERS CONFERENCE: There will be a Bidders Conference for this job held at the site on **10/6/2014 at 10:00 am.**

For those interested bidders who are unable to attend the conference, site visits may be arranged through the Department Contact Person listed above. No site visits will be scheduled prior to the bidder's conference. **Bidders are required to either attend the bidder's conference or attend a scheduled visit.**

QUALIFICATION REQUIREMENT TO BID: Bidders must show evidence of experience in salvage/demolition projects of a similar scale. A short description of successful projects **must** be included with bid submission. All bidders must view the site to qualify for the project.

BIDDER'S REPRESENTATION: Each Bidder by making a Bid represents that:

- The Bidder has read and understands the Contract Documents and the Bid is made in accordance therewith.
- The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.

Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the Bid as submitted.

EXPECTED DURATION OF CONTRACT: Contract will terminate on or before January 1, 2015.

OPTION TO RENEW: No

ANTICIPATED EXPENDITURES FOR EXPECTED DURATION OF CONTRACT:
\$25,000

PERFORMANCE AND PAYMENT BONDS:

Prior to the signing of the contract the successful bidder must provide a continuous payment bond in an amount equal to fifty percent (50%) of the total contract value, and a continuous performance bond in the amount of one hundred percent (100%). Such surety must be in accordance with the laws of the Commonwealth of Massachusetts governing public work, to cover faithful performance of the contract and payment of all obligations arising there under. Further, said surety must be current, and shall remain with the Department for the duration of the contract

INTRODUCTION AND PURPOSE OF PROCUREMENT:

The Commonwealth of Massachusetts, Department of Fish & Game, Division of Fisheries and Wildlife (DFW) is seeking a qualified contractor to complete the salvage, demolition and removal of three wood framed tobacco barns and materials therein at the Southwick Wildlife Management Area in Southwick, MA. The structures are in a state of disrepair, provide no function or utility for the agency, and have proven to be a consistent target of vandals. DFW does not have the operational funding, nor is it the mission of the agency, to maintain the structures. The poor condition of the buildings creates an attractive nuisance and potential safety hazard according to the State Building Inspector. The land surrounding and including the lot where the buildings stand was acquired for wildlife habitat conservation. Demolition of the structures and restoration of the site is consistent with DFW's mission to protect open space and wildlife resources.

CONTRACT PERFORMANCE AND BUSINESS SPECIFICATIONS:

Definitions for the section are as follows:

Contract Manager – Ralph Taylor, Connecticut Valley Wildlife District Supervisor, Massachusetts Division of Fisheries and Wildlife, 211 Temple St., West Boylston, MA 01583

Contractor – The individual or company selected for project award.

SITE DESCRIPTION

The barns are located off South Longyard Road in Southwick, MA. The barns are interior on the property and may be easier accessed through a gate off Point Grove Road in Suffield, CT. The barns are approximately 102' long by 42' wide with a 30' peak. The roofs are asphalt and the siding is a mixture of wooden boards and waferboard. The foundation is gravel but may have concrete/stone supports. There is no insulation. The site also includes the area with burned materials that are the remains of four additional structures lost to fire.

Exact measurements and materials assessment is the responsibility of the contractor.

SPECIFICATIONS

The following specifications must be met for the successful completion of the contract. The contractor must consider these specifications when bidding. The bid price should include costs for all the specifications listed below. No additional costs will be considered. All work must be in compliance with applicable State Building Code with particular attention to 780 CMR 112 and 780 CMR 33.

1. Permits

All applicable permits and compliance with regulations are the responsibility of the contractor. Permits include but are not limited to the following:

- State Building Permit – Including Construction Debris Disposal Affidavit and Workers Compensation Insurance Affidavit
- Local Health Department and Conservation Commission Permits where applicable
- Department of Environmental Protection Permits where applicable

The contractor is responsible for securing all permits and providing copies to the contract manager before commencement of work.

2. Structure Demolition and Disposal

The entirety of the structures and debris from the buildings lost to fire will be salvaged and/or demolished and removed from the site. All concrete/large stone supports under barns, as well as those left at arson sites, must be removed from site. A proposed waste facility will be submitted to the contract manager prior to commencement of work. Bills of lading showing transport and disposal will be supplied after removal.

3. Well and Septic System

There is no known well or septic system on site.

4. Dust Minimization

The site is located in an agricultural section of a residential/rural community and dust control measures will be implemented to ensure that airborne particulates are minimized and confined to the construction site. All work shall be in compliance with 780 CMR 3301 and 310 CMR 7.09.

5. Site Conditions During Work

The construction site will be kept neat and secured each day. Equipment security is the responsibility of the contractor. Equipment may be stored at the site, but may not obstruct any roads or paths. The site will be free of trash and be kept in an orderly fashion.

6. Site Preparation Following Removal

The area where each barn was removed, as well as the footprints of the four barns lost to fire, will be graded consistent with surrounding elevation and in compliance with 780 CMR 3303 if applicable.

7. Best Management Practices

The contractor shall employ best management practices for construction sites to reduce erosion and maintain a clean and safe site. Erosion controls may be necessary during some phases of the project. Wetlands permitting may be required by the Southwick Conservation Commission and is the responsibility of the contractor.

8. Health and Safety

The contractor will be responsible for ensuring the health and safety of employees and subcontractors. Work will be conducted in a safe and responsible manner and in compliance with all applicable health and safety laws and regulations. The contractor is responsible to determine whether lead paint, asbestos or other toxic substances are present. Contractor will comply with health and safety laws for working with lead painted material and asbestos shingles, when and if, applicable.

9. Hazardous Materials

The Division of Fisheries and Wildlife is committed to the proper management and disposal of hazardous materials. No hazardous materials determinations have been conducted on the site. The contractor is responsible for removal and disposal of hazardous materials. The Contractor is responsible for securing all necessary permits for hazardous material handling and disposal. Construction debris with lead paint or asbestos must be managed and disposed of in compliance with state, federal and local regulations to protect the environment, workers and public safety.

10. Contract Completion

The contract will be considered complete when:

- The site is clean of all debris.
- The site is graded consistent with surrounding elevation and in compliance with 780 CMR 3303.
- All paperwork indicating disposal of materials has been turned in to the contract manager.
- All permits have been signed off as complete by the managing authorities.

NOTE: All work, including any required paperwork, shall be completed by December 31, 2014.

11. Experience

Bidders must demonstrate experience and ability to perform the tasks included in this RFR to be considered a qualified bidder.

GENERAL

- 1) The contractor shall submit a lump sum bid on the mandatory bid sheet provided with this RFR.
- 2) It is the responsibility of the contractor to make all necessary measurements or assessments for bidding on this job.

- 3) Proof of liability insurance coverage shall be attached to the signed contract prior to project commencement.
- 4) This is a prevailing wage rate job. Contract must conform to the attached prevailing wages assigned to this job.
- 5) Payment and Performance bonds shall be provided upon contract award. Payment bond will be in the amount of 50% of the contract price, performance bond will be in the amount of 100% of the contract price.
- 6) All operations must be performed during normal working hours (Monday – Friday, 7:00 a.m. to 5:00 p.m.) unless other arrangements are made.
- 7) The total offer should not be limited to the previous description but shall include all materials and labor necessary to produce a completed job equal to or exceeding industry standards.
- 8) For interpretation of these specifications or to view the job site, please contact Ralph Taylor, District Supervisor, 413.323.7632.
- 9) This project will not commence until a “Letter to Proceed” has been received by the Contractor from the Division’s Chief Financial Officer.
- 10) Any additional project costs must be approved by the Division’s Connecticut Valley District Supervisor and the Chief Financial Officer prior to being incurred.

- 11) If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

- 12) (a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act

to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

- 13) The Division will close the contract following a satisfactory completion and inspection of finished job.
- 14) **The sealed bid package clearly marked DFW-2015-011 Demolition of Abandoned Structure at the Southwick WMA must be returned no later than October 15, 2014 at 2:00 p.m. at which time they will be publicly opened and read. Bids received after this time will not be considered.**

INSTRUCTIONS FOR SUBMISSION OF RESPONSES:

- 1) **Two complete paper copies** of your response must be submitted, in writing, no later than 2:00 pm on Wednesday, October 15, 2014 at which time they will be publicly opened and read.

Submit responses to:

**Division of Fisheries and Wildlife
Attn: Lori Cookman
1 Rabbit Hill Rd
Westborough, MA 01581**

On the outside of the envelope clearly mark: Bid Documents Enclosed, **DFW-2015-011 Demolition of Abandoned Structure at the Southwick WMA.**

All responses must include **two copies** of each of the documents listed below. **BE SURE TO INCLUDE ALL FOUR ITEMS LISTED HERE OR YOUR RESPONSE MAY BE FOUND TO BE INCOMPLETE AND NONRESPONSIVE.**

- 1) Completed mandatory bid form
- 2) affidavit: Proposal for RFR ID# **DFW-2015-011 Demolition of Abandoned Structure located at South Longyard Road on the Southwick Wildlife Management Area.**

One copy must be notarized original.

3) General outline of the bidders experience for conducting the type of work described in this RFR (examples of other state work, resumes, etc)

4) **Bid deposit in the amount of 5% of total bid price**, payable to the Division of Fisheries and Wildlife, in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash. [M.G.L. c. 149, §44A(2)(C) and M.G.L. c. 30, §39M(a)]

The winning vendor will be required to submit the following items upon award:

- 1) Construction Contract Form
- 2) Commonwealth Terms and Conditions filled out and signed by the respondent (If not already on file)
- 3) Commonwealth W-9 tax information form filled out and signed by the respondent (If not already on file)
- 4) Contractor Authorized Signatory Listing, completed and signed by the vendor.
- 5) Payment bond in the amount of 50% of contract amount
- 6) Proof of liability insurance coverage

DEADLINE FOR RESPONSES

There is a bidder's conference for this project scheduled for 10/6/14 at 10:00 am at the project site. It is required that interested bidders attend this conference or make alternate arrangements with the Project Manager. All contractors planning to bid on this project must view the job site to be considered for project award.

Final sealed bids must be returned no later than 10/15/2014 @ 2PM at which time they will be opened and read at 1 Rabbit Hill Rd, Westborough, MA.

RESPONSE EVALUATION

Contracts will be awarded to the lowest responsible and eligible bidder. The term "lowest responsible and eligible bidder" shall mean (1) the Bidder whose Bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements set forth in M.G.L. c.149 sec.44 (2)(B) and not debarred from bidding under M.G.L. c.149 §44C; (2) and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; and (3) who shall certify 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.

The Owner reserves the right to waive any informalities in, or to reject any or all Bids if it be in the public interest to do so.

NOTICE TO PROCEED: The Contractor may begin performing specified contract work when he/she has been given a notice to proceed by DFW/DFG. ALL WORK MUST BE COMPLETED WITHIN THE TIMELINE OUTLINED IN THE NOTICE TO PROCEED.

DISCLAIMER/LIABILITY CLAUSE: The Contractor will release and agree to hold blameless the Commonwealth of Massachusetts, Division of Fisheries and Wildlife, its employees and agents acting within the scope of their official duties from any and all liability or loss resulting from acts or omissions except willful torts.

BUDGET AND SCHEDULE OF PAYMENT

Total payment for this project shall be agreed upon before any work is initiated. The agreed sum shall be stated in the Notice to Proceed.

Payment shall be made as a single payment, upon the DFW/DFG determination of completion of work, or as agreed upon in the scope of services and payment plan, and shall be made by DFW/DFG within thirty (30) days of receipt of an invoice. This provision shall not apply if the DFW notifies the Contractor of insufficiencies in the work or non-compliance with the contract terms within thirty (30) days of receipt of said invoice. If so notified, the invoice amount will not be remitted and no invoice or demand for payment will be accepted until the contract compliance has been met. Once compliance has been met, payment after resubmission of an invoice will be made within thirty (30) days.

BID PROPOSAL FORM
**DFW-2015-011 Demolition of Abandoned Structure at the Southwick
Wildlife Management Area**

South Longyard Road, Southwick, MA

Location: Massachusetts Division of Fisheries and Wildlife
Southwick Wildlife Management Area
South Longyard Road, Southwick, MA

By signing below, the bidder certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work and 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.

The undersigned further certifies under the 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 subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said 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.

In addition, the bidder certifies that he/she has carefully examined the location of the proposed work, the proposed form of contract, the standard specifications and plans therein referred to and the Special Provisions hereto annexed; and he proposes and agrees, if this proposal is accepted, that he will contract with the Party of the First Part, in the form of the contract referred to herein and to be annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Chief Fiscal Officer as therein set forth, and that he will take in payment therefore the following unit prices, to wit:

1 Job RFR ID# DFW-2015-011

This bid includes addenda number(s): _____

For the Salvage, demolition, removal and disposal of three wood-framed, unoccupied tobacco barns as well as clean up of debris for four burned barns and grading of the site as described in RFR DFW-2015-011:

_____ Lump Sum Bid in Words	Dollars \$	_____ bid amount in numbers
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The bidder shall also supply the Division as part of their bid package a statement of their qualifications to conduct the type of work required under this RFR. The contractor shall also include a list of the similar jobs they have completed previously, including the names and addresses of the owners of the job sites on the business reference form provided.

Signed by _____ Title _____

Name (printed)		Date	
Company		Phone	
Street Address		Email	
City, state, zip code			

Signature conveys approval with all proposed bids and agreement with all terms set out in this Scope of Services.

Notice: Bid should be signed in ink by a person having proper legal authority, and the person's title should be given, such as "owner" in the case of an individual, "partner" in the case of a general partnership, "president," "treasurer" or other authorizing officer in the case of a corporation.

- If the bidder is an individual or individuals doing business as a firm give the full name and address of each individual:

Name	Address
_____	_____
_____	_____
_____	_____

- If the bidder is a corporation, give the State in which incorporated. If bid is submitted by joint ventures, this should be stated here: _____ and if any of the joint ventures is a corporation, a copy of the vote of the corporation authorizing the joint venture should be attached hereto.

The proposed surety on the bond to be given is:

Name: _____

Home Office Address: _____

Massachusetts Address (if different): _____

AFFIDAVIT

State of _____

Date _____ 201____.

County of _____

The undersigned being duly sworn, deposes and says that he is the

Sole owner; partner; president; treasurer or
other duly authorized official of a corporation

of _____, for work in

City/Town

Location

on _____

Date bids were open

and certifies that of his own knowledge, said bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Signature and title of person making affidavit

Sworn to before me this

_____ day of _____ 201____.

Notary Public

At a duly authorized meeting of the Board of Directors of the

(Name of Corporation)

held on _____ at which all the Directors were present or
(Date)

waived notice, it was VOTED, that _____,
(Name)

_____, of this company and he hereby is
(Officer)

authorized to execute contracts and bonds in the name and behalf of said company, and
affix its corporate seal thereto; and such execution of any contract or obligation on this
company's name on its behalf by such _____
(Officer)

under seal of the company, shall be valid and binding upon this company.

A true copy,

ATTEST: _____

Place of business:

Date of the Contract: _____

I hereby certify that I am the clerk of the _____

that _____ is duly elected _____

of said company, and that the above vote has not been amended or rescinded

and remains in full force and effect as of the date of this contract.

_____ Corporate Seal

BUSINESS REFERENCE FORM

The bidder shall supply the Division as part of their bid package a statement of their qualifications to conduct the type of work required under this RFR. The contractor shall also include a list of the similar jobs they have completed in the past 2 years, including the names, addresses, and contact numbers for each contract manager or owner of the job sites. Attach additional sheets if necessary.

Bidder: _____

RFR Name/Title: _____

RFR Number: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

References will be contacted to confirm the bidder's abilities and qualifications as stated in the bidder's response. The division may deem the bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

Figure 01: Locus of Southwick WMA, Southwick, MA

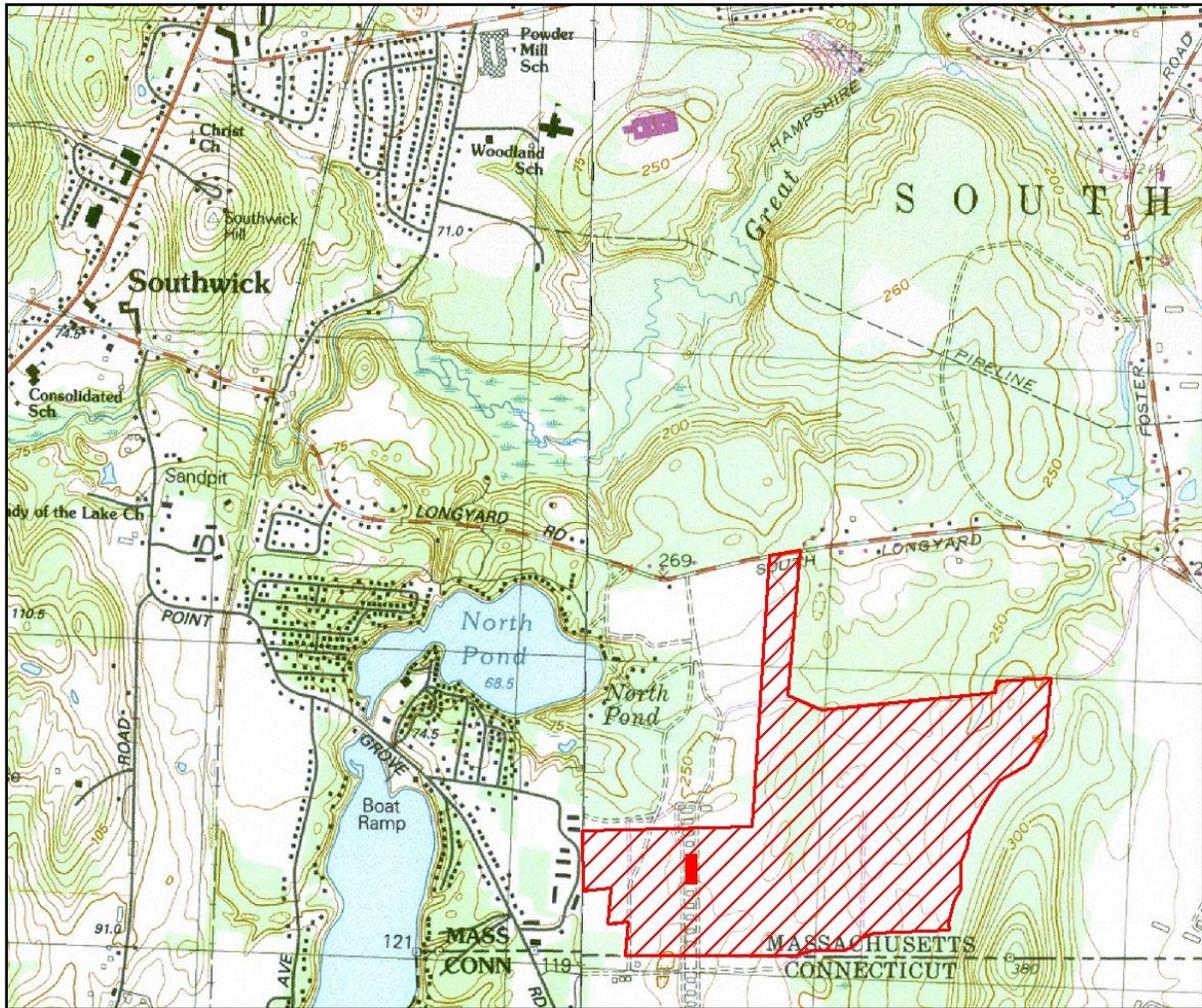


Figure 02: View of existing barns and barn debris to be removed

