

Town of Dedham
Rana Mana-Doerfer
Director of Procurement



Facilities & Maintenance
Department
450 Washington Street
Dedham, MA 02026
FAX (781) 751-9159
Web site: www.dedham-ma.gov

HVAC Service and Repairs (Seasonal & On-Call)
Invitation for Bid
20230004

Release Date	Wednesday February 1 st , 2023
Pre-Bid Conference	None
Deadline for Questions	Wednesday February 15 th , 2023 @ 12:00 PM
Bids Due	Thursday February 23 rd , 2023 @ 10:00 AM

Procurement Overview

Primary Contact (bid questions)	Rana Mana-Doerfer, Director of Procurement 781-751-9105
Contract Manager	Denise Moroney, Director of Facilities & Maintenance
Bid Package Available	Wednesday February 1 st , 2023-Information and details of bidding requirements may be obtained at the Town Manager's Office, 450 Washington St, Dedham, MA 02026, 3 rd floor for a \$50 non-refundable fee, or online at the Town's Website for FREE
Pre-Bid Meeting	None.
Bid Deposit	5% bid deposit is required as part of bid
Deadline for Written Questions	Wednesday February 15 th , 2023 @ 12:00 PM By Mail: 450 Washington St, Dedham, MA, 02026. Attn: Rana Mana-Doerfer By Email: procurement@dedham-ma.gov All Question Will be Answered in a formal addendum
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be posted on the Town's Webpage and emailed to all bidders on our recorded bidders list.
When and Where Bids are Due	Thursday February 23 rd , 2023 @ 10:00 AM. Town Hall, 450 Washington St, Dedham, MA 02026.
Bid Opening	Thursday February 23 rd , 2023 @ 10 AM Dedham Town Hall, Room 305, 3 rd Floor
Number of Required Copies	One (1) original, five (5) copies, and one (1) USB copy. Seven (7) total.
Contract Award	Award will be made within 90 business days upon Town Manager and Town Counsel Approval and Signature
Contract Length	This Agreement shall be for a term commencing upon execution of agreement and ending December 31 st , 2023 This agreement may be renewed or extended for up to 2 years, in one-year terms, at the sole discretion of the Town.

Upon Award of Contract	
Payment Bond	50% payment bond if over \$50,000 and up to \$150,000; 100% payment bond if over \$150,000
Performance Bond	100% Performance Bond is required
Insurance Refer to Contract Terms	Insurance Refer to Contract Terms

(Advertised in the Dedham Times issue of Friday, January 27th, 2023)
(Published in Central Register issue of Wednesday, February 1st, 2023)
(Advertised in CommBuys on Wednesday, February 1st, 2023)

LEGAL NOTICE

Town of Dedham
Invitation for Bid (IFB)
Bid #20230004
HVAC Service and Repairs (Seasonal & On-Call)

The Town of Dedham is accepting sealed bids for a HVAC Service & Repairs (Seasonal & On-Call). Copies of the Invitation for Bid (IFB) package will be available beginning Wednesday February 1st, 2023 at the Town Manager's Office, 450 Washington St, Dedham, MA 02026, 3rd floor for a \$50 non-refundable fee, or online at the Town's [Website](#) for FREE.

Sealed bids must be submitted no later than Thursday February 23rd, 2023 @ 10:00 AM to Procurement Office, Third Floor, Dedham Town Hall, 450 Washington Street, Dedham, MA, 02026

LATE BIDS WILL NOT BE CONSIDERED.

Bids will be publicly opened after the submission deadline. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

Leon I. Goodwin
Town Manager
January 23, 2023

SECTION 1: INTRODUCTION

Intent: The Town of Dedham (hereinafter referred to as the "Town"), acting through its Town Manager, invites highly qualified bidders to submit sealed bids to perform all labor necessary for HVAC Repairs and Maintenance on an as needed basis.

Please note that the Town of Dedham intends to award this contract to multiple vendors due to the amount of equipment and level of service required. Each bid item maybe awarded to one or more responsive and responsible bidder(s).

All bids are subject to the provisions of M.G.L. Chapter 149. The Town of Dedham reserves itself the right to accept or reject any and all bids, or to waive any minor informalities.

Such actions will be deemed to be in the best interest of the Town. Unless sooner rejected, all bid proposals must be firm and continue in effect for a minimum of ninety (90) calendar days from the date of bid opening.

Contract Term: The initial term of this agreement shall commence upon signature of the contract and end December 31st, 2023 This agreement may be renewed or extended for up to 2 yearly extensions, through December 31st, 2024 and December 31st, 2025 respectively, at the sole option of the Town and upon the terms described in the Invitation for Bid. The maximum term of this contract will result in an ending date of December 31st, 2025. The successful Bidder must enter into the Form Agreement prepared by Town Counsel (Sample attached in IFB).

The Town may terminate the Contract at any time upon written notice for any reason including its own convenience or for cause, including but not limited to, failure to perform the work required under the contact, failure to document satisfactorily to the Town amounts being charged, failure to have any necessary local, State or Federal licenses and/or permits, failure to pay any and all required taxes, failure to comply with any local, State or Federal regulations pertaining to services to be provided, failure to promptly correct any performance or lack of performance which conflicts with the Town's use, and failure for satisfactory behavior of all staff and management. In the case of a termination for cause, the Town shall give the Contractor written notice as provided in the Agreement.

ANTICIPATED IFB TIMETABLE

IFB issued	Wednesday February 1 st , 2023
Deadline for submitting questions	Wednesday February 15 th , 2023 @ 12:00 PM
Bids Due	Thursday February 23 rd , 2023 @ 10:00 AM
Award of contract	March 2023

SECTION 2.0: GENERAL INSTRUCTIONS AND CONDITIONS

1. Bid Open Date: Pursuant to M.G.L. Chapter 149, the Town of Dedham seeks bids from qualified vendors interested in providing on-call carpentry services on an as needed basis for a one-year contract period. **Bidder shall submit one (1) original, and five (5) copies, and one (1) USB copy of their bid in a sealed envelope, properly labeled as "20230004 HVAC Service and Repairs (Seasonal & On-Call)"**

Bids are due on or before Thursday February 23rd. 2023 @ 10:00 AM at the Town Manager's Office. Late bids will not be considered.
2. Time for Award: The Chief Procurement Officer, after a recommendation from the initiating department head shall review and award. An award of contract will be made within ninety (90) business days after the bid submission date or as soon as practicable thereafter. The time for award may be extended for up to thirty (30) business days by mutual agreement.
3. Addenda: If any changes are made to this IFB, an addendum will be issued. Addenda will be emailed to all bidders on record as having received the IFB package. If the Town issues any addenda to this IFB, each bidder shall acknowledge on the Price Bid Form the receipt of each addendum, by addendum number.
4. Questions concerning this IFB must ONLY be submitted in writing to Rana Mana-Doerfer, Director of Procurement before 12:00 PM Tuesday January 31st, 2023 Questions may be emailed to procurement@dedham-ma.gov Or mailed to 450 Washington St, Dedham, MA, 02026. Attn: Rana Mana-Doerfer Written responses will be emailed to all bidders on record as having received the IFB package.

The Town of Dedham has identified a sole point of contact with bidders for the purpose of this IFB. Any attempt to contact any other Town of Dedham employee or to circumvent these procedures in any manner may be grounds for disqualification of the bidder from the procurement process.

5. **Modify Bid:** All bids received by Dedham in response to this IFB shall be considered “firm” and may only be withdrawn as provided by M.G.L. c.149. A proposer may correct, modify, or withdraw a bid by sealed written notice clearly marked as a correction, modification or withdrawal and received in the Office of Procurement prior to the time and date set
6. **Withdrawal of Bid:** Once a bid is submitted and received by the Town for final consideration and comparison with other bids similarly submitted, the Bidder agrees that they may not and will not withdraw their bid within thirty (30) consecutive days after the actual date of opening bids.
7. **Miscalculation of Bid Price:** After the bid submission deadline, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived, or the proposer will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid and the proposer will be notified in writing; the proposer may not withdraw the bid. A proposer may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident. Wherever there is a discrepancy between the bid price and the written words, the written word shall prevail.
in whole or in party any and all bids, if the Town determines that cancellation or rejection serves the best interests of the Town.
8. **Conditional Bid:** Bids which are incomplete, conditional, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected.
9. **Conflict of Interest:** It is prohibited for any bid to be submitted that would constitute a violation of the conflict of interest statute, M.G.L. chapter 268A.
10. **IFB:** This Invitation for Bid (IFB), with all of its terms and conditions, will be part of the contract.

11. **Invoices & Reporting:** Upon verification that the work has been completed, invoices must be sent to Town of Dedham, Facilities and Maintenance Department, Town Hall, 450 Washington St, Suite 402, Dedham, MA 02026. Each bill shall contain a cover sheet listing the broken-out labor and materials cost, and back-up documents including materials costs, and other relevant information. Certified payroll will be required. Invoices shall not be processed for payment until the above information is provided in a format acceptable to the Director of Facilities and Maintenance, or designee. Invoices for on-call services must specify the cost of labor, hours worked, and cost of materials for each project. Invoices shall be itemized by units and by location or project. All invoices submitted in the manner stated above will be processed and forwarded to the Town Accountant for payment upon submission of an invoice and acceptance of the work by the Director of Facilities and Maintenance or their designated agent, provided the equipment, materials, supplies and/or services have been delivered, as directed and accepted by the Town of Dedham. The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Prepayment is NOT allowed.

To ensure a proper invoice, the invoice must include the following information and/or attached documentation:

- Total number of hours worked (labor)
- Location of services performed: Building name, (e.g. Town Hall, Safety Bldg., etc.) if applicable, location address, Town department/division work was performed for
- Town purchase order number and/or bidder's quote number
- Detailed itemized cost of billing for services performed (labor, materials, supplies and related items)
- Copies of supplier invoices for materials, supplies, consumables, and related materials

Additional copies of invoices and all supporting documentation shall be provided upon request.

Invoices submitted for payment by the Contractor that does not list the above information will be rejected and not paid.

12. **Evaluation of Bids:** Bids will be evaluated in good faith and bidders are expected to bid in good faith on repairs and/or services that will be charged to the Town in order to successfully complete the repairs as needed. An eligible bidder is a bidder who has submitted a bid that conforms in all respects to the invitation for bids. A responsible bidder is a bidder who has the capability to

perform fully the contract requirements and the integrity and reliability that assure good faith performance.

All bids submitted in response to this IFB will be evaluated in accordance with the provisions established under Massachusetts General Law Chapter 149. Bidders will be required to adhere to the guidelines established under this statute.

13. Use of Trade Names: The use of a proprietary or trade name in any description of equipment, materials or supplies in this IFB is not intended to restrict this IFB to the manufacturer or proprietor; instead, it is intended only to describe, by convenient reference to familiar products, the features or characteristics required by the Town of Dedham. Further, the use of any trademark in any description of equipment, materials or supplies does not constitute any endorsement of the product by the Town of Dedham.

Any item that is the equivalent, in style, quality dimensions and color, to the brand specified, as determined by the Town, will be acceptable to the Town of Dedham. Items not marked on the cost bid form, as being equivalent shall be evaluated as being the item specified and be ordered as such, if an award is made. The Town of Dedham will be the sole judge as to the fitness of any equivalent item for the purpose intended in this bid.

14. References: Bidders shall provide the Town of Dedham with at least five references from clients of similar scope and size to this IFB. Bidders shall not list the Town of Dedham as a reference.

15. Rule for Award: A contract shall be awarded pursuant to [M.G.L. Chapter 149](#) to the responsible and eligible bidder offering the lowest total bid price. Please note that the Town of Dedham intends to award this contract to multiple vendors due to the amount of equipment and level of service required. Each bid item maybe awarded to one or more responsible and eligible bidder(s).

These specifications are in anticipation of funding. All contracts are voided if funds are not available.

In case a party to whom a Contract is awarded shall fail or neglect to execute the Contract within 5 days (Saturdays, Sundays and Holidays excluded), the Town may determine that the Bidder has abandoned the Contract and may

award the contract to the next lowest bidder. The bid deposit submitted with the bid shall be retained by the Town as liquidated damages in the case of the low bidder's failure or neglect to execute the Contract within 5 days (Saturdays, Sundays and Holidays excluded). THIS CLAUSE WILL BE STRICTLY ENFORCED.

16. Town's Rights: The Town of Dedham reserves the right to seek alternative quotes and execute an agreement, if needed, pursuant to proper procurement statutes for work covered under this IFB.

17. Town of Dedham Standard Contract: These specifications contain a copy of the Town of Dedham Standard Contract that the successful bidder will be required to sign upon notification of contract award. The Town of Dedham Standard Contract must be executed prior to the acceptance of any services.

18. Bid Deposit: Bidders must submit a five percent (5%) bid deposit with their bid. The bid deposit must be in the form of a bid bond issued by a surety company certified to do business in the Commonwealth of Massachusetts; a certified treasurer's or cashier's check drawn on a responsible bank or trust company payable to the Town of Dedham.

19. Prevailing Wage Requirements: The state prevailing wage law, MGL Chapter 149, Section 27B requires contractors and subcontractors to submit certified payroll records to the Town. Contractors and subcontractors must submit weekly payroll records either by (1) first class mail, or (2) electronic mail. Furthermore, every weekly submittal of payroll records must contain a signed statement by the employer that indicates (1) that the records are correct, and (2) the rate of wages that each worker receives. Please feel free to contact the Department of Labor Standards at (617) 626-6953 if you have any questions. Questions about enforcement of the prevailing wage law may be directed to the Attorney General's Fair Labor and Business Practices Division at (617) 727-3465.

20. Payment & Performance Bond Requirements:

If the value of the contract is over \$25,000 but less than \$150,000, the following shall apply:

LABOR & MATERIALS BOND (PAYMENT BOND)

Pursuant to M.G.L. c. 149, § 29, the Contractor shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town, in an amount of one half of the

total Contract price for payment for labor performed or furnished and materials used or employed therein, when the Contract is executed. The payment bond shall be on the form provided by the Town.

If the value of the contract is \$150,000 or more, the following shall apply:

LABOR & MATERIALS BOND (PAYMENT BOND)

Pursuant to M.G.L. c. 149, § 29, the Contractor shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town, in an amount of the total Contract price for payment for labor performed or furnished and materials used or employed therein, when the Contract is executed. The payment bond shall be on the form provided by the Town.

PERFORMANCE BOND

A performance bond in the full amount of the contract will be required at the time of this contract for each year of the term of this contract. The performance bond amount may need to be adjusted as the contract value is identified of each individual year. All performance assurances must be in-place before work can commence.

It is distinctly agreed and understood that any changes made in the drawings and specifications for this work, whether such changes increase or decrease the amount of work required, or any change in the manner or time of payments made by the OWNER to the CONTRACTOR, shall in no way void, release or affect the liability and surety on the bond given by the CONTRACTOR.

In case the low bidder to whom a contract is awarded shall fail or neglect to submit a payment & performance bond within the five days as pursuant to M.G.L. Chapter 149, the Town may determine that the Contractor has abandoned the contract and may award the contract to the next lowest responsible and eligible bidder. The bid deposit submitted with the bid shall be retained by the Town as liquidated damages in the case of the low bidder's failure or neglect to execute the Contract within 5 days (Saturdays, Sundays and Holidays excluded). THIS CLAUSE WILL BE STRICTLY ENFORCED.

21. DCAMM Certification Requirements: Not Required.

22. OSHA Requirement: The bidder certifies that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee (Chapter 306 of the Acts of 2004).

No contract will be issued to a vendor without proof of OSHA certification pursuant to M.G.L. c. 149, §44A.

23. General Safety, Licenses, & Performance:

The contractor's personnel working on this project must hold all necessary licenses and permits to perform the work required under this contract as required by the Town of Dedham under the Commonwealth of Massachusetts regulations.

The contractor must submit the names and all qualifying materials of the site supervisor that will be assigned to this project. All work will be done in accordance with applicable industry standards, codes, and regulations, and/or manufacturer's specifications. Contractor is responsible for providing adequate safety measures during work to ensure protection of life and property.

Any Town buildings, grounds and surrounding property damaged by the selected contractor will be restored to its original state, at the cost of the selected contractor. The contractor shall be informed that there is a thirty (30) day cancellation clause in this contract for improper service.

Complaints not rectified within a reasonable length of time from day of notice as determined by the Town may cause the Town to notify the contractor by registered or certified mail that the contract will be cancelled thirty (30) days from the date of the letter.

Any defective workmanship shown to be caused by improper or faulty installation shall cause the Contractor to correct, repair and/or replace all material and labor at no cost to the Town. The Contractor will warrant that all workmanship shall be first class and shall be performed by persons qualified and licensed in their respective trades.

Any additional work that is performed beyond this agreement must be approved by the appropriate Town authority. The absence of approval from the appropriate Town authority will be considered a violation of the contract.

24. Insurance: Insurance Certificates indicating coverage for general liability, property damage, and workers' compensation as outlined in Sample Agreement available online and must include the Town of Dedham as additionally insured (at time of award). The selected bidder shall take out and maintain during the life of this contract Workers' Compensation Insurance for all employees employed on the site of this project, 20230004 in a manner and to the extent provided by Chapter 152 of the General Laws, and shall provide the Town with written evidence showing compliance with this statute at the time of award. The selected Bidder shall indemnify and save the Town harmless from and against all claims, suits, damages, and outlays resulting from or by reason of loss, damage or injury of or to any person or property, wherever located which shall be caused by any action or operation under this agreement

25. Permits, Fees, and Notices: The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. The Contractor shall coordinate all efforts required to obtain these permits unless otherwise directed in writing by the Town. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, codes, and lawful orders of public authorities bearing on the performance of the Work. The Town will not honor any request for payment of permits.

26. Change Orders: A change order may be issued by the Town of Dedham for changes in the Work within the scope of the Contract, including but not limited to, changes in: (1) the Plans and Specifications; (2) the method or manner of performance of the Work; (3) the Town of Dedham-furnished facilities, equipment, materials, services, or Site; or (4) the schedule for performance of the Work. The Contractor shall immediately perform any change order work that is ordered in writing by the Town.

The Town is not obligated to pay for change orders that are not approved in writing by the Town Manager.

27. Orders: Verbal Orders are not binding on the Town of Dedham and any delivery made or work performed without written order or written Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim. The actual needs of Town Departments shall govern the actual amount delivered under Contract to be drawn and entered into between the successful bidder and

the Town. Purchase Orders issued by the Town to pay for goods or services shall be made part of the contract.

28. Examination of Premises: The Contractor will notify the Head Custodian Facilities Manager, or Trades Manager upon entering any Town or School Buildings. The Contractor will contact the Director or his designee prior to entering any of the School Buildings. The Contractor shall fully inform themselves of the existing conditions where repairs are to be performed. The Contractor shall, as requested, furnish estimates and survey potential work at no cost to the Town.

The Contractor shall provide materials of a quality equal to or exceeding that of original materials and/or shall be of a quality compatible to existing materials to provide desired results as approved by the Town of Dedham.

29. Quality of Workmanship: Fully qualified, OSHA certified, skilled personnel must do all work in a thorough workmanlike manner. The Contractor shall be fully qualified to perform repairs and maintenance to all elevator units and related work. The Town of Dedham reserves the right to judge on the quality of workmanship of those bidding based on prior work performed and/or reference checks. Quality of workmanship and references will be a determining factor when awarding this bid.

30. Site Maintenance and Inspection

The selected contractor will be responsible for maintaining the work site in a safe and orderly fashion on a daily basis. The contractor is responsible for the proper securing of all items associated with the project, including but not limited to: debris, tools, material, scaffolding, ladders, etc. The contractor is responsible for the repair or replacement of any item, equipment, space or area which may be damaged by the contractor during the execution of this project. The contractor is responsible for the removal and disposal of all debris and materials generated from this project.

31. Private Property

Before any work is performed on private property, the Contractor must have in his/her possession a RIGHT OF ENTRY form signed by the property owner. The Town may assist the Contractor in obtaining permission.

32. Dig Safe Law

Before proceeding with excavation operations, the Contractor shall notify the State of Massachusetts Underground Plant Damage Prevention System (Dig Safe) at 1-888-344-7233, and shall make such supplemental investigations.

33. Private Utilities Coordination

Coordination with private utilities is the sole responsibility of the contractor (including natural gas, electricity, telephone, cable, etc.). The contractor shall be responsible for notifying Dig Safe prior to any start of work. Any assistance the Town may offer in coordinating with private utilities shall not absolve the contractor's responsibility to coordinate with private utilities as necessary to accomplish the contract work. The contractor shall be responsible and liable for all damages to the existing utilities and structures.

34. Public Utilities Coordination

Coordination with public utilities is the sole responsibility of the contractor (including water, sewer, and drain). The contractor shall be responsible to call the Water, Sewer & Drain Inspectors at least 48 hours prior to the start of work to schedule said inspections at 781-75-9350, Mon.-Fri. 8:30 am – 4:30 pm. The Water Sewer & Drains Inspectors must inspect the work. Any assistance the Town may offer in coordinating the public utilities shall not absolve the contractor's responsibility to coordinate with public utilities as necessary to accomplish the contract work. The contractor shall be responsible and liable for all damages to the existing utilities and structures. At the contractors request the Town will supply water from hydrants for work. The use and operation of Town of Dedham fire hydrants is restricted to Town employees only. The Town will set up a fire hydrant connection assembly each day to supply water as needed. The contractor is responsible for proper connection to the hydrant assembly and may operate the click valve only.

35. Traffic Controls

The Contractor shall furnish all local Police Officers to direct traffic and to keep the traffic off any part of the roadway in which construction is being carried out on, as, in the opinion of the Engineer are necessary for such purpose.

Arrangements for officers shall be made well in advance of the work schedule for each day. If for any reason the Contractor cancels work for that day, and the Dedham Police Department is not given advance notice, the Contractor will be responsible for that officer's wages. If the contractor has performed work that has not been accepted by the town and has to be redone to meet the specification, then the contractor is responsible for the expense of the police details due to poor workmanship or warrantee issues. Except in the instance above, the Owner will reimburse the Contractor for all other police details. The contractor must submit payments directly to the Dedham Police Department or other police department's that have supplied officers to the job site and supply copies of invoices showing invoice has been paid to the Department of Facilities & Maintenance as proof of payment.

36. Material Disposal

The Contractor, at no additional cost to the Town, shall dispose of all material that has been removed from each location, in accordance with all applicable laws, after the work is completed.

37. Quantities

Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. Any quantities indicated on the Bid Price Form or elsewhere in the bid package are estimates only and are given solely as a basis for the comparison of bids. The Vendor shall have no claim for additional compensation, or refuse to do the work called for, or provide the requested items, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the bid.

38. Subcontracting

The Contractor shall keep the work under his personal control and shall not assign by power of attorney or otherwise, or sublet the work or any part thereof, without the previous written consent of the Owner.

Should the Contractor require the services of one or more sub-contractors, the Contractor shall submit to the Owner, at the time of submittal of bids, the name and references for the sub-contractor(s) for review and approval by the Owner. Said sub-contractor(s) shall not begin any work or bring any equipment, etc., onto the site until such approval is given. Under no circumstances shall the Contractor sub-contract more than forty percent of the work on the project. The

Contractor shall be responsible for the operations of any sub-contractor(s) and the sub-contractor shall be subject to the directions of the Contractor's Project Supervisor.

39. Experience:

- All bidders must furnish proof of a minimum of three (3) continuous years in business.
- All bidders must provide owner contact information for five (5) projects of similar nature and scope completed within the last three (3) years. Three (3) of which MUST be governmental units (State, Local, or Federal)
- All employees scheduled to work on any Town property must be properly licensed. The Town reserves the right to request license information from all employees performing services on Town property.

40. Laws and Regulations: The Contractor shall comply with all Federal, State and Local Ordinances and Regulations governing the type of work indicated in these specifications.

SECTION 2.1: REJECTION OF BIDS

The Town of Dedham reserves the right to reject any and all bids received in response to this IFB. The Town also reserves the right to waive what it may consider minor informalities with bids submitted. A bidder's bid may be rejected if the bidder:

1. Fails to adhere to one or more of the provisions established in this IFB.
2. Fails to submit its bid at the time and in the format specified herein or to supply the minimum information requested.
3. Fails to meet unconditionally or is unable to demonstrate competence to meet the mandatory technical and business specifications required by this IFB.
4. Fails to submit its bid to the required address on or before the deadline date established by the Transmittal Letter.
5. Fails to submit any of the following: Certificate of Authority, Tax Compliance, Non-Collusion, W9, as specified in this IFB.
6. Misrepresents its products or provides demonstrably false information in its bid or fails to provide material information.
7. Fails to sign the Form for General Bid.
8. Fails to submit the required 5% Bid Bond at the time of bid opening.

9. Does not meet some or any of the Quality Requirements as required in this IFB.

SECTION 2.2: FORM AND STRUCTURE OF BID

Quality Requirements

All bidders must furnish proof of a minimum of three (3) continuous years in business. All bidders must provide owner contact information for five (5) projects of similar nature and scope completed within the last three (3) years.

The bidder shall submit their proposal upon the bid forms supplied within these specifications. The bidder shall specify the unit prices as requested for each bid item. All bids shall be signed correctly with ink; in order to qualify, the bidder must provide bids for each required item within a section.

Quality Requirements	YES	NO
Contractor to always have at least three (3) licensed HVAC Technicians on staff.		
Contractor to have 24/7/365 emergency communication capabilities.		
Contractor can respond to an emergency call within two (2) hours.		
Contractor can respond to a standard service call within four (4) hours.		
Contractor has a minimum of three (3) continuous years in business		
Contractor to provide contact information to at least 5 former or current references of similar scope and size of this IFB, two (2) of which MUST be governmental agencies (State, Local, Federal)		

Submission Requirements

1. The bid is to be submitted and addressed as follows: Director of Procurement, Town of Dedham, 450 Washington Street, Dedham, MA 02026.
2. The bid is to be clearly marked IFB 20230004 HVAC Repairs & Services (Seasonal & On-Call)
3. Bidder must acknowledge all addenda related to this IFB, if any.

4. Bidder must submit a completed Bid Form A: Bid Form or an exact copy, signed by an individual authorized to negotiate for and contractually bind the Bidder. All prices must be reflective of all costs for delivery. No price adjustments will be allowed. Fuel surcharges or vehicle surcharges or adjustments will not be allowed.
5. Bidder must submit a completed Bid Form B: Bidder Information Response form.
6. Bidder must submit a completed Bid Form C: Authentication Form.
7. Bidder must submit a signed Bid Form D: Certificate of Good Faith.
8. Bidder must submit a completed Bid Form E: Certificate of Compliance with Massachusetts Tax Laws or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
9. Bidder must submit a completed Bid Form F: Certificate of Compliance for Public Construction More than \$10,000.00.
10. Bidder must provide the required number of references. For each, provide the following: a contact person and title, customer's name, address, telephone number, email, and a brief description of the actual services provided (sample format included in bid package).
11. Bidder must submit a completed Bid Form H: Certificate of Authority (attached) or Corporate Resolution; if applicable.
12. Bids must be received and time stamped no later than the deadline stated in the Procurement Schedule (Where and When Bids are Due). LATE BIDS WILL NOT BE CONSIDERED.
13. A Bid Deposit is required.
14. Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be at the sole responsibility of the Bidder.
15. Any additional requirements as required in the Scope of Service.

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

Section 3 – SCOPE OF WORK

3.01 Scope of Work

This bid is for a contractor to provide the following:

- A. Preventative maintenance, repair, emergency service and inspection services shall be provided by the Contractor on all equipment and associated devices related to the heating, ventilating and control systems as outlined in this IFB.
- B. Repairs or Replacement. The Contractor shall furnish all labor, materials, equipment, tools and supervision necessary for HVAC and related services at all Town of Dedham buildings as directed by the Town. All work shall be performed by a licensed HVAC Technician accordance with M.G.L.c.148, and any other HVAC Licenses as required.

HVAC. The Contractor shall be expected to perform routine and emergency HVAC repairs at all Town and school buildings under the control of the Town. HVAC services include, but are not limited to, dual temp systems and refrigeration recovery, reciprocating equipment, building automation controls, and any other HVAC related equipment.

Vendor(s) will be responsible for the preparation of all boilers in anticipation of inspection.

- C. Preventative Maintenance (Chillers, HE Hot water Boilers, Steam Boilers, Domestic Hot water Boilers, VAV RTUs, 2 Stage Hot water Boilers, Hot air Furnaces, City-Multi VRF System & Roof Top Units, & heat recovery units). The Contractor shall perform annual and semiannual preventative maintenance measures to assure proper operation and extend the lifecycle of the equipment. This shall include but not be limited to:

Semi-Annual (chillers) – Clean condenser tubes; change oil filters; change driers and VSD fluid; provide a hydrogen peroxide flush on drive coolant loops; clean VSD heat exchangers; inspect all electrical components and connections.

Semi-Annual (rooftop units) – Contractor shall perform the following on an annual basis prior to the cooling or heating season:

- Check all belts
- Check fan motors and grease bearings where applicable, adjust pulleys

- Machine clean all evaporator and condenser coils
- Check compressors for refrigerant and/or oil
- Check and tighten all electrical connections and fuses
- Check all actuators and dampers for operation, grease where applicable
- Check all filters
- Check operation of all VSD drives for proper operation
- Where applicable, check operation of automated controls, summer/winter switchover
- Check all safeties and door interlocks
- Check to see all door panels are secure
- Check natural gas pressure at unit, ensure gas combustion section is working properly, gas igniter is working properly
- Check for any natural gas leaks or cracked heat exchangers
- Check to see all condensate drains are clear.

D. Seasonal Heat Start-up's

Seasonal inspections and service shall be performed by the 15th of the month of September at Dedham Town Hall (Ames Building), Avery Elementary School, Brookdale Cemetery (Office Building), Dedham High School, Dedham Middle School, Dedham Public Library, Dedham Public Safety Building, Dedham DPW, Dedham Town Pool, Dolan Recreation Center, East Dedham Fire Station, Endicott Estate, Endicott Library, Endicott Caretaker Cottage and Green House, Early Childhood Education Center, Greenlodge Elementary School, Oakdale Elementary School, & Riverdale School.

Said service will include but not be limited to the following:

- Inspect and clean condensers.
- Clean all ceiling and wall vents and diffusers.
- Check operating pressures and refrigerant liquid levels on all compressors and fill as required to maintain proper levels.
- Adjust all belts and pulley alignments and replace belts as necessary.
- Inspect all condensate drains and unplug to ensure proper drainage.

- Replace disposable filters in all air handling units. Clean and reinstall permanent filters.
- Grease condenser, supply and return fan motors and drives as required.
- Check oil level in all compressors and add as required.
- Check indicator lights for proper operation and repair as necessary.
- Check all limit controls and adjust as necessary. If replacement is required, the Contractor shall notify the Town

E. Seasonal AC Start-up's:

Seasonal inspections and service shall be performed by the 15th of the month of April at Dedham Town Hall (Ames Building), Avery Elementary School, Brookdale Cemetery (Office Building), Dedham High School, Dedham Middle School, Dedham Public Library, Dedham Public Safety Building, Dedham DPW, Dedham Town Pool, Dolan Recreation Center, East Dedham Fire Station, Endicott Estate, Endicott Library, Endicott Caretaker Cottage and Green House, Early Childhood Education Center, Greenlodge Elementary School, Oakdale Elementary School, & Riverdale School.

Services during the months of April shall include but not be limited to all applicable tasks as follows:

- Energize crankcase heater per manufacturer's instructions for crankcase warm-up, startup AC systems and operate under full load conditions. Inspect and tighten electrical connections, contacts, relays, operating and safety controls, check unloaders.
- Trim refrigerant, change up to 10% of the charge.
- Check compressor oil level, test, change oil and refrigerant filter dryer as required.
- Inspect in-line solenoid valves, adjust or repair as necessary.
- Inspect all belts and pulley alignments and change belts as necessary.
- Clean all air-cooled condenser coils, clean and check fan blades, lubricate bearings.
- Replace disposable filters in all air handling units. Clean and reinstall permanent filters.
- Check, set and adjust damper motors and controls. Check and clean drain pans.
- Test clean and flush condensate pump and drain-lines. Setup economizer controls if installed or set outside air to minimum position.
- Check indicator lights for proper operation and repair as required.
- Check all operating, limit and safety controls and adjust and repair as necessary for proper operations.

The selected contractor(s) must be able to provide parts that are capable of interacting with current building management systems: Alerton Controls, Siemens, Mitsubishi, JACE, BACnet, Trane Tracer.

Additionally, they must be able to supply parts for and be able to work on the equipment list as provided at the end of this IFB.

All work performed under this contract will be done in accordance with industry standards and in accordance with local, state, and federal building regulations. All areas disturbed in the performance of this contract will be restored to the original conditions. The restoration to original conditions may include but are not limited to: cleaning, patching, painting, carpentry work, electrical, plumbing, masonry, landscaping, HVAC, glazing, or the employment of any trade required in restoring conditions to original prior to work commencing.

3.02 Hours of Work

Normal hours of work shall be between the hours of 6:00 am and 4:00 pm, Monday through Friday, unless otherwise specified. No work shall be performed on Saturdays, Sundays, Holidays, or any other times other than normal hours of work without express permission from the Director of Facilities & Maintenance or their designee. All work in this contract will be identified by the Director of Facilities & Maintenance and shall be constructed in accordance to Town Specification or as directed by the Director.

3.03 Response Time

The contractor must designate an employee or contact the authority to speak on behalf of the contractor for initiating requests for service. The Town will select a designee or designees to initiate work on behalf of the Town.

A request for service will be generated in writing (including email, mail, and fax) for work as scheduled.

For emergency work, the first point of contact may be a phone call with a follow up written request.

Contractor must respond to emergency calls within two (2) hours after notification is made. Contractor must respond to on-call immediate response calls within forty-eight (48) hours after notification is made. Contractor must respond to scheduled work within forty-eight (48) hours after notification is made and schedule work to be completed within two (2) weeks.

Failure to meet these obligations may subject the contractor to penalties of \$200 per business day for noncompliance. Failure to meet these objectives may subject the contractor to loss of contract and the contractor may assess the difference between their bid price and the next lowest responsible and eligible bidder.

3.05 Supervision

The contractor shall designate a project supervisor in writing upon a receipt of awarded contract. Any change in supervision shall require the prior approval in writing of the Director of Facilities & Maintenance or their designee. Failure of the contractor complying with this requirement may result in the Town, after one written warning, and at its sole option, charging a penalty of \$200 per day until an approved project supervisor is on site. When required or requested, the project supervisor shall be present during the execution of the work. Once project has begun, the contractor shall pursue and coordinate all work in a continuous and diligent manner until all work is completed, unless otherwise directed by the Director of Facilities & Maintenance or their designee. Failure to comply with this requirement may result in a penalty of \$200 per business day of noncompliance as determined by the Director of Facilities & Maintenance.

Selected contractor(s) must have a minimum of 2 licensed HVAC technicians employed and available to work under this agreement. The Town has the right to demand licenses of the employee on site, for inspection when deemed necessary.

Bid Item 1: Preventative Maintenance – All Buildings

All RTUs, High Efficiency Hot-Water Boilers, Steam Boilers, Heating Ventilators, Chillers, and exhaust fans, Heat Recovery wheel must have a preventative maintenance service completed twice a year. Preventative maintenance services must include the following:

Any repairs needed or recommendations must be documented and sent to the Director of Facilities & Maintenance and/or their designee.

1. Inspect air filters and inlet screens.
2. Clean or replace filters at the start of each cooling and heating season, at a minimum.
3. Clean outdoor air inlet screens annually.
4. Inspect fan, housing and motor.

5. Make sure fans are properly centered in their housing.
6. Check blades for excessive rusting and for the chips, cracks and dirt buildup that cause noise and vibration.
7. If motor bearings are not permanently lubricated, lubricate them every six months.
8. Inspect belts for wear, proper tension and pulley alignment. Fan belts are a regular wear and tear item and should be replaced annually.
9. Inspect the heat exchanger. for rust and cracks, or other abnormalities.
10. Inspect burners, igniter, and combustion section (gas heat only). Popping, roaring noises, smoking, vibration, and flame rollout indicate ignition problems. Check the gas pressure and test for leaks.
11. Clean the coils.
12. Wash and flush both sides of the coils before start-up of cooling and heating seasons
13. Clean drainage.
14. Check the refrigerant charge. Before checking, run the unit for 15 minutes in the cooling mode to stabilize system pressure. If a substantial adjustment is indicated, check for refrigerant leaks or insufficient airflow across the coils.
15. Check for voltage imbalances. The Department of Energy recommends that voltage imbalances not exceed 1% – a greater imbalance can contribute to overheating and premature motor failure.

16. Check for loose wiring and connections and corroded or frayed wires.
17. Conduct an amperage check. A high amperage draw could signal a mechanical problem, like worn bearings or worn rods, or it could indicate a refrigeration problem.
18. Send the Director of Facilities & Maintenance a write up of any repairs needed.

The selected contractor will provide On-call PM & Repairs at the below locations:

1. Ames Building (Dedham Town Hall & Senior Center)- 450 Washington Street
2. Avery Elementary School- 336 High Street
3. Brookdale Cemetery (Office Building)- 86 Brookdale Avenue
4. Dedham High School- 140 Whiting Avenue
5. Dedham Middle School- 70 Whiting Avenue
6. Department of Public Works- 55 River Street
7. Endicott Estate- 656 East Street
8. Endicott Caretaker Cottage-
9. Endicott Green House- 245 Mount Vernon
10. Early Childhood Education Center (ECEC)- 1100 High Street

11. Fire Station (Central)- 436 Washington Street
12. Fire Station (East Dedham) – 230 Bussey Street
13. Greenlodge Elementary School- 191 Greenlodge Street
14. Oakdale Elementary School- 147 Cedar Street
15. Public Safety Building- 26 Bryant Street
16. Public Library (Endicott)- 257 Mount Vernon Street
17. Public Library (Main)- 43 Church Street
18. Riverdale Elementary School- 143 Needham Street
19. Dolan Recreation Center – 269 Common Street
20. Town Pool- 1 Recreation Road

Attached are plans and an equipment listing at the end of this IFB.

Bid Item 2: On Call Maintenance and Repairs

As needed, the selected contractor must be able to assist in periodic maintenance of the following

equipment: roof top units and all associated equipment, roof to exhaust fans, air handling units, heat pumps, energy recovery units, geothermal equipment, heat exchangers, and service unit ventilators, including dampers, actuators, and sensors. The selected contractor must be able to maintain air handling equipment, troubleshoot air conditioning units, and perform maintenance on air compressors as well as related pneumatic devices.

As needed, the selected contractor must be able to assist in rebuilding and replacing steam traps and valves, inspecting and repairing ductwork including dampers, diffusers, grills, and insulation, conducting air testing operations including measurements for carbon dioxide, air flow, humidity, and temperature, and routine service on condensate return systems, tanks, and feed systems. The selected contractor must be able to assist in repairing DX cooling and water-based cooling systems.

Bid Item 3: Seasonal Heat Start-up's:

Seasonal inspections and service shall be performed by the 15th of the month of September at Dedham Town Hall (Ames Building), Avery Elementary School, Dedham High School, Dedham Middle School, Dedham Public Library, Dedham Public Safety Building, Dedham DPW, Dedham Town Pool, Dolan Recreation Center, East Dedham Fire Station, Endicott Estate, Endicott Library, Endicott

Caretaker Cottage and Green House, Greenlodge Elementary School, Oakdale Elementary School, & Riverdale School.

Said service will include but not be limited to the following:

- Inspect and clean condensers.
- Clean all ceiling and wall vents and diffusers.
- Check operating pressures and refrigerant liquid levels on all compressors and fill as required to maintain proper levels.
- Adjust all belts and pulley alignments and replace belts as necessary.
- Inspect all condensate drains and unplug to ensure proper drainage.
- Replace disposable filters in all air handling units. Clean and reinstall permanent filters.
- Grease condenser, supply and return fan motors and drives as required.
- Check oil level in all compressors and add as required.
- Check indicator lights for proper operation and repair as necessary.
- Check all limit controls and adjust as necessary. If replacement is required, the Contractor shall notify the Town

Bid Item 4: Seasonal AC Start-up's:

Seasonal inspections and service shall be performed by the 15th of the month of April at Dedham Town Hall (Ames Building), Avery Elementary School, Dedham High School, Dedham Middle School, Dedham Public Library, Dedham Public Safety Building, Dedham DPW, Dedham Town Pool, Dolan Recreation Center, East Dedham Fire Station, Endicott Estate, Endicott Library, Endicott Caretaker Cottage and Green House, Greenlodge Elementary School, Oakdale Elementary School, & Riverdale School.

Services during the months of March and June shall include but not be limited to all applicable tasks as follows:

- Energize crankcase heater per manufacturer's instructions for crankcase warm-up, start up AC systems and operate under full load conditions. Inspect and tighten electrical connections, contacts, relays, operating and safety controls, check unloaders.
- Trim refrigerant, change up to 10% of the charge.
- Check compressor oil level, test, change oil and refrigerant filter dryer as required.
- Inspect in-line solenoid valves, adjust or repair as necessary.
- Inspect all belts and pulley alignments and change belts as necessary.
- Clean all air-cooled condenser coils, clean and check fan blades, lubricate bearings.
- Replace disposable filters in all air handling units. Clean and reinstall permanent filters.
- Check, set and adjust damper motors and controls. Check and clean drain pans.

- Test clean and flush condensate pump and drain-lines. Setup economizer controls if installed or set outside air to minimum position.
- Grease condenser, supply and return fan motors and drives.
- Check indicator lights for proper operation and repair as required.
- Check all operating, limit and safety controls and adjust and repair as necessary for proper operations.
- Service on the AC systems at the Senior Center and Public Library shall be performed consisting of all procedures in Sub-Section E outlined above and shall include but not be limited to the following:
- Shut off all air-cooled condensing units and winterize to prevent damage and minimize spring start-up costs

CHECKLIST AND REQUIRED FORMS FOR SUBMISSION

HVAC Repairs & Services (ON-Call & Seasonal)

Company Name: _____

- Bidder has completed, signed, and enclosed the Bid Form A: Bid Price Form or an exact copy.
- Bidder has completed, signed, and enclosed the Bid Form B: Bidder Information Response form.
- Bidder has completed, signed, and enclosed the Bid Form C: Authentication Form.
- Bidder has completed, signed, and enclosed the Bid Form D: Certificate of Good Faith.
- Bidder has completed, signed, and enclosed the Bid Form E: Certificate of Compliance with Massachusetts Tax Laws or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
- Bidder has completed, signed, and enclosed the Bid Form F: Certificate of Compliance for Public Construction More than \$10,000.00.
- Bidder has provided at least five (5) references on the Bid Form G: Professional Reference Form of which at least 2 are governmental units (municipal/county/regional district/state agency/special district).
- If the bid submission is signed by someone other than the Owner/President of the company, a completed Bid Form H: Certificate of Authority of Corporate Resolution for the person who signed the proposal or a valid Corporate Resolution stating the individual has the authority to submit the proposal on behalf of the Company and can bind the Company to the contract if awarded.
- The Bid Deposit (Bond) enclosed.
- Bidder acknowledged all addenda, if any
 - Addendum Number 1 dated _____
 - Addendum Number 2 dated _____
 - Addendum Number 3 dated _____
 - Addendum Number 4 dated _____
 - Addendum Number 5 dated _____

This form must be completed and filed with bid submission

Bid Form A: Bid Sheet (Page 1 of 3)
HVAC Service & Repairs (Seasonal & On-Call)
20230004

HVAC Service & Repairs (Seasonal & On-Call) 20230004					
Bid Item		Unit Price		Estimated Quantity	Total Anticipated Cost
Bid Item 1: Preventative Maintenance Year One - January 2023- December 31, 2023					
1A	Semi-Annual PM- Chillers	\$	X	2 x a year	\$
1B	Semi- Annual PM- RTU's	\$	X	2 x a year	\$
1C	Semi-Annual PM- Hot-water Boilers, Furnaces, Steam Boilers, heat pump, etc..	\$	X	2 x a year	\$
Bid item 1 total for year One		\$			
Bid Item 2: On Call Year One - January 2023- December 31, 2023					
2A	Hourly Rate Monday - Friday 6am - 4pm	\$	X	400	\$
2B	Hourly Rate Monday - Friday 4pm - 6am and Saturdays	\$	X	1	\$
2C	Hourly Rate Sundays and Holidays	\$	X	1	\$
2D	Materials Mark Up	%	X	\$10,000 (Please multiply your markup as a percentage and add the total to the \$10,000)	\$
Bid item 2 total for year One		\$			
Bid Item 3: Seasonal Heat Start Up - Year One- January 2023- December 3, 2023					
3A	Hourly Rate Monday - Friday 6am - 4pm	\$	X	400	\$
3B	Hourly Rate Monday - Friday 4pm - 6am and Saturdays	\$	X	1	\$
3C	Hourly Rate Sundays and Holidays	\$	X	1	\$
3D	Materials Mark Up	%	X	\$10,000 (Please multiply your markup as a percentage and add the total to the \$10,000)	\$
Bid item 3 total for year One		\$			
Bid Item 4: Seasonal AC Start Up - Year One- January 2023- June 30, 2023					
4A	Hourly Rate Monday - Friday 7am - 5pm	\$	X	400	\$
4B	Hourly Rate Monday - Friday 5pm - 7am and Saturdays	\$	X	1	\$
4C	Hourly Rate Sundays and Holidays	\$	X	1	\$
4D	Materials Mark Up	%	X	\$10,000 (Please multiply your markup as a percentage and add the total to the \$10,000)	\$
Bid item 4 total for year One		\$			
Total for year one (Bid item 1 +2+3+4)		\$			

Bid Form A: Bid Sheet (Page 2 of 3)
HVAC Service & Repairs (Seasonal & On-Call)
20230004

HVAC Service & Repairs (Seasonal & On-Call) 20230004					
Bid Item		Unit Price		Estimated Quantity	Total Anticipated Cost
Bid Item 1: Preventative Maintenance Year Two – January 2024- December 31, 2024					
1A	Semi-Annual PM- Chillers	\$	X	2 x a year	\$
1B	Semi- Annual PM- RTU's	\$	X	2 x a year	\$
1C	Semi-Annual PM- Hot-water Boilers, Furnaces, Steam Boilers, heat pump, etc..	\$	X	2 x a year	\$
Bid item 1 total for year Two		\$			
Bid Item 2: On Call Year Two – January 1, 2024- December 31, 2024					
2A	Hourly Rate Monday – Friday 6am – 4pm	\$	X	400	\$
2B	Hourly Rate Monday – Friday 4pm – 6am and Saturdays	\$	X	1	\$
2C	Hourly Rate Sundays and Holidays	\$	X	1	\$
2D	Materials Mark Up	%	X	\$10,000 (Please multiply your markup as a percentage and add the total to the \$10,000)	\$
Bid item 2 total for year Two		\$			
Bid Item 3: Seasonal Heat Start Up – January 1, 2024- December 31, 2024					
3A	Hourly Rate Monday – Friday 6am – 4pm	\$	X	400	\$
3B	Hourly Rate Monday – Friday 4pm – 6am and Saturdays	\$	X	1	\$
3C	Hourly Rate Sundays and Holidays	\$	X	1	\$
3D	Materials Mark Up	%	X	\$10,000 (Please multiply your markup as a percentage and add the total to the \$10,000)	\$
Bid item 3 total for year Two		\$			
Bid Item 4: Seasonal AC Start Up – January 1, 2024- December 31, 2024					
4A	Hourly Rate Monday – Friday 7am – 5pm	\$	X	400	\$
4B	Hourly Rate Monday – Friday 5pm – 7am and Saturdays	\$	X	1	\$
4C	Hourly Rate Sundays and Holidays	\$	X	1	\$
4D	Materials Mark Up	%	X	\$10,000 (Please multiply your markup as a percentage and add the total to the \$10,000)	\$
Bid item 4 total for year Two		\$			
Total for year two (Bid item 1 +2+3+4)		\$			

Bid Form A: Bid Sheet (Page 3 of 3)
HVAC Service & Repairs (Seasonal & On-Call)
20230004

HVAC Service & Repairs (Seasonal & On-Call) 20230004					
Bid Item		Unit Price		Estimated Quantity	Total Anticipated Cost
Bid Item 1: Preventative Maintenance Year Three – January 1,2025- December 31, 2025					
1A	Semi-Annual PM- Chillers	\$	X	2 x a year	\$
1B	Semi- Annual PM- RTU's	\$	X	2 x a year	\$
1C	Semi-Annual PM- Hot-water Boilers, Furnaces, Steam Boilers, heat pump, etc..	\$	X	2 x a year	\$
Bid item 1 total for year Three		\$			
Bid Item 2: On Call Year Three – January 1,2025- December 31, 2025					
2A	Hourly Rate Monday – Friday 6am – 4pm	\$	X	400	\$
2B	Hourly Rate Monday – Friday 4pm – 6am and Saturdays	\$	X	1	\$
2C	Hourly Rate Sundays and Holidays	\$	X	1	\$
2D	Materials Mark Up	%	X	\$10,000 (Please multiply your markup as a percentage and add the total to the \$10,000)	\$
Bid item 2 total for year Three		\$			
Bid Item 3: Seasonal Heat Start Up –Year Three – January 1,2025- December 31, 2025					
3A	Hourly Rate Monday – Friday 6am – 4pm	\$	X	400	\$
3B	Hourly Rate Monday – Friday 4pm – 6am and Saturdays	\$	X	1	\$
3C	Hourly Rate Sundays and Holidays	\$	X	1	\$
3D	Materials Mark Up	%	X	\$10,000 (Please multiply your markup as a percentage and add the total to the \$10,000)	\$
Bid item 3 total for year Three		\$			
Bid Item 4: Seasonal AC Start Up - Year Three – January 1,2025- December 31, 2025					
4A	Hourly Rate Monday – Friday 7am – 5pm	\$	X	400	\$
4B	Hourly Rate Monday – Friday 5pm – 7am and Saturdays	\$	X	1	\$
4C	Hourly Rate Sundays and Holidays	\$	X	1	\$
4D	Materials Mark Up	%	X	\$10,000 (Please multiply your markup as a percentage and add the total to the \$10,000)	\$
Bid item 4 total for year Three		\$			
Total for year three (Bid item 1 +2+3+4)		\$			
TOTAL FOR ALL THREE YEARS		\$			

**Bid Form B: Bidder Information Response
HVAC Service & Repairs (Seasonal & On-Call)
20230004**

Legal Name of the Bidder: _____

Company Name: _____

Company Address: _____

City State Zip: _____

Company Web Address: _____

Company Telephone: _____

Company Fax Number: _____

State of Incorporation (Date): _____

If the bidder is a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address.

Company Contacts – Required

Individual submitting the bid: (This is the individual who should sign the Certificate of Good Faith)

Name: _____

Title: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

Email Address: _____

Individual to be contacted about the bid: (If different from the individual submitting the bid)

Name: _____

Title: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

Email Address: _____

Best Times to Contact: _____

Individual authorized to contractually bind the company: (This will be the individual whose name and title will appear in the contract documents and will execute the contract if the contract is awarded to the company)

Name: _____ Title: _____

Mailing Address: _____

Telephone: _____ Fax Number: _____

Email Address: _____

Best Times to Contact: _____

1. Has the bid been signed by a person legally authorized to commit the Bidder (Company) to the contract, if awarded? Yes No

2. Is the Bidder prepared to provide the insurances as required? Yes No

3. Has the Bidder placed any conditions or restrictions with its bid to the Town which conflict with the Scope of Services? (If yes, the bid may be deemed conditional.) Yes No

4. Has the Bidder identified any and all exceptions to the Town's specifications and are they included in the submission? Yes No

5. Is the Bidder prepared to execute the Town's contract, if awarded? Yes No

Signature of the Bidder: _____

Printed Name and Title of Signatory: _____

Date: _____

Bid Form C: CERTIFICATE OF TAX COMPLIANCE
HVAC Service & Repairs (Seasonal & On-Call)
20230004

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for

_____, do hereby certify under the pains and penalties
(Name of Contractor)

of perjury that said contractor has complied with all laws of the Commonwealth of
Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child
support.

CONTRACTOR

By: _____
(Signature of Authorized Representative)

Title: _____

Date: _____, 20__

Bid Form D: Certificate of Non-Collusion
HVAC Service & Repairs (Seasonal & On-Call)
20230004

The undersigned 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.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

Bid Form E: Certificate of Non-Debarment
HVAC Service & Repairs (Seasonal & On-Call)
20230004

The undersigned certifies under penalty of perjury that the below named contractor 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.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

Bid Form F: Certificate of OSHA Training
HVAC Service & Repairs (Seasonal & On-Call)
20230004

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) 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 they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract 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.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

Bid Form G: Professional References

HVAC Service & Repairs (Seasonal & On-Call) Service

20230004

Customer: _____

Mailing Address: _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit?: Yes No

Project Name: _____

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

Customer: _____

Mailing Address: _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit?: Yes No

Project Name: _____

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

(Make as many copies as necessary. A minimum of 5 references required)

Bid Form H: Certificate of Authority
HVAC Service & Repairs (Seasonal & On-Call) Services
20230004

Complete Only If Applicable

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)

2. corporation, and that _____
(insert the name of officer who signed the contract and bonds.)

3. is the duly elected _____
(insert the title of the officer in line 2)

4. of said corporation, and that on _____
(insert a date that is ON OR BEFORE the date the officer signed the
contract and bonds.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all
the directors

were present or waived notice, it was voted that

5. _____ the _____
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the
name and on behalf of said corporation, and affix its Corporate Seal thereto, and such
execution of any contract of obligation in this corporation's name and on its behalf,
with or without the Corporate Seal, shall be valid and binding upon this corporation;
and that the above vote has not been amended or rescinded and remains in full force
and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORAT SEAL HERE
(Signature of Clerk or Secretary) *

7. Name: _____
(Please print or type name in line 6) *

8. Date: _____
(insert a date that is ON OR AFTER the date the officer signed the contract and bonds.)

The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary
of the corporation.

(Make as many copies as necessary. A minimum of 5 references required)

Copy of Town of Dedham Contract

TOWN OF _____, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ by and between the TOWN of _____, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at _____, Massachusetts, hereinafter referred to as the "TOWN", and _____, a _____ corporation having a usual place of business at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of _____, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK.** The Work consists of _____, as more fully described in the Contract Documents as defined above.
3. **TERM OF CONTRACT.** This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.
4. **COMPENSATION.**
 - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$_____.

- B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
 - C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.
 - D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
 6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
 7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
 8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
 9. INSURANCE.
 - A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:
 - Commercial General Liability
 - Bodily Injury Liability \$1,000,000 per occurrence
 - Property Damage Liability \$1,000,000 per occurrence
 - (or combined single limit) \$2,000,000 per occurrence

Automobile Liability

Bodily Injury Liability \$1,000,000 per occurrence
Property Damage Liability \$1,000,000 per occurrence
(or combined single limit) \$2,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the

actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. **INSPECTION AND REPORTS.** The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Contract in such detail and with such information as the TOWN may request.
13. **ROYALTIES AND PATENTS.** The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. **SUCCESSOR AND ASSIGNS.** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. **COMPLIANCE WITH LAWS.** The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided

pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

- 16. **NOTICE.** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
- 17. **SEVERABILITY.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
- 18. **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
- 19. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation
is available in the amount of this
Contract.

TOWN OF _____, MA

By its: _____

Town Accountant

Director of Procurement

Approved as to Form:

Town Counsel

CONTRACTOR:

(Signature)

(Name and Title)