

CITY OF EVERETT MASSACHUSETTS



HVAC MAINTENANCE AND REPAIR SERVICES

Contract Number 24-54

June 2024

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EVERETT CITY HALL
484 Broadway
Purchasing Department – Room 14
Everett, MA. 02149

INVITATION TO BID

The City of Everett, Massachusetts invites bids for:

"HVAC MAINTENANCE AND REPAIR SERVICES FOR EVERETT PUBLIC SCHOOLS" Contract No. 24-54

The City of Everett is seeking qualified firms to provide **HVAC MAINTENANCE AND REPAIR SERVICES** for the Everett Public Schools.

The selected vendor will provide all labor, materials, equipment, tools, permits and supervision necessary for **HVAC MAINTENANCE AND REPAIR SERVICES** for all City of Everett buildings as directed by the Director of Facilities, in accordance with the conditions, requirements, and specifications attached.

Bid Documents will be available after **9 a.m. on June 11, 2024**, at [Purchasing - Everett, MA - Official Website \(cityofeverett.com\)](http://Purchasing - Everett, MA - Official Website (cityofeverett.com))

All bids shall be submitted to the Everett Purchasing Office prior to **June 25 at 1:00 p.m.** at the address listed above.

The contract will be awarded under the provisions of M.G.L. c. 149 to the lowest cost responsible and responsive bidder offering the lowest total price for all three years of the contract.

It is the responsibility of prospective proposers and or bidders to check [Purchasing - Everett, MA - Official Website \(cityofeverett.com\)](http://Purchasing - Everett, MA - Official Website (cityofeverett.com)) for new information any addenda or modifications to any solicitation.

If any changes are made to this IFB, an addendum will be issued. Addenda will be posted to the City's webpage.

If, at the time of the scheduled bid opening, the bid opening location shall be shut down as the result of an emergency, the bids will be due and opened at the same time and location on the 1st business day the building is able to re-open. Bids will be accepted until that date and time.

The City of Everett accepts no responsibility and will provide no accommodation to Bidders who submit a response and or bid based on an out-of-date solicitation or on information received from a source other than the City of Everett.

The City of Everett reserves the right to reject any and all bids, or to award or not to award the contract for any reason the Mayor determines to be in the City's and/or the public's best interest.

SECTION 2: INSTRUCTIONS TO BIDDERS

This contract is being awarded under provisions of M.G.L. c. 149. Attention of all bidders is directed to all applicable Sections of the General Laws of the Commonwealth of Massachusetts, and Municipal Ordinances and By-Laws, as most recently amended, which govern this contract. They will be deemed to be included in the contract the same as though written out in full.

No bid received after the closing time and date established in the INVITATION TO BID for the receipt of bids will be considered regardless of the cause for delay in the receipts of such bids.

Examination of all School Buildings prior to bid submission is suggested. The School buildings are available for a pre-bid inspection daily from 7:00 a.m. to 3:00 p.m. in order that each bidder may acquaint themselves with the circumstances and conditions of these buildings as they exist, that he/she may fully understand the facilities, difficulties, and restrictions applicable to the execution of the work under these specifications. The pre-bid inspections should be scheduled with Rob Moreschi, Director of Facilities via rmoreschi@everett.k12.ma.us

ARTICLE 1 - BIDDER'S REPRESENTATION

1. Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
 - a. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
 - b. The Bidder has visited the work site and is familiar with the local conditions under which the work has to be performed.
2. Failure of any bidder to acquaint himself with the bid, work sites and contract documents shall in no way release that bidder from the obligations with respect to his bid.

ARTICLE 2 - REQUEST FOR INTERPRETATION/ADDENDA

1. Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
2. Questions concerning this invitation for bids must be submitted in writing to Allison.jenkins@ci.Everett.ma.us. The City will only answer such requests if received by **June 19, 2024 by noon**. Written responses will be posted to the city website as addenda.
3. Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
4. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.

5. Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Office, once an IFB or RFP has been released, may be disqualified from the procurement process.
6. The City of Everett accepts no responsibility and will provide no accommodation to Bidders who submit a response and or bid based on an out-of-date solicitation or on information received from a source other than the City of Everett.

ARTICLE 3 - PREPARATION AND SUBMISSION OF BIDS

1. Bids shall be submitted on the "FORM OF GENERAL BID " as appropriate, furnished by the City.
2. All bid forms shall be completely filled in and signed by the Contractor.
3. Each bid must be submitted on the prescribed forms which are included as pages of this document. All blank spaces bid prices must be filled in, in ink or typewritten, and must be legible. Forms which are incomplete or obscure, or which contain work not in accordance with the specifications, will be rejected.
4. Where so indicated on the Form of General Bid, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
5. Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.
6. Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the City-Contractor agreement.
7. Each bid must be submitted in a sealed envelope bearing on its outside the name of the bidder, his address, and **"SEALED BID – HVAC MAINTENANCE AND REPAIR SERVICES " Contract No. 24-54" - Attn: Purchasing Office**

IF FORWARDED BY MAIL, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified.

8. If, at the time of the scheduled bid opening, the bid opening location shall be shut down as the result of an emergency, the bids will be due and opened at the same time and location on the 1st business day the building is able to re-open. Bids will be accepted until that date and time.
9. By submitting his bid, the bidder agrees to execute the contract, to provide insurance certificates, and to commence work within the time limits stated in the Contract Documents. If the successful bidder does not meet this requirement, the City may then, at its option, award the contract to the next lowest bidder, or rebid the contract if determined by the Mayor to be in the public interest to do so. The Mayor will then sign for the City, after which the contract will become effective.

EACH BID PACKAGE MUST CONTAIN:

(a.) Contractor's Price Proposal (Form of General Bid) - signed by an authorized person. A bid must be signed as follows:

- 1) if the bidder is an individual, by her/him personally;
- 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and
- 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed and a Certificates As To Corporate Bidder.

(b.) Non-Collusion and Tax Compliance Form

(c.) Labor Harmony and OSHA Training Certification Form

(d.) Bid Deposit (5% of the value of the total bid)

(e.) Debarment Letter

(f.) Bidder Qualification Forms

(5.) Certificate of Eligibility issued by DCAMM in HVAC

ARTICLE 4 – ALTERNATES *(there are NO alternatives with this bid)*

1. Each Bidder shall acknowledge alternates *(if any)* in Form of General Bid Form.
2. In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
3. Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
4. The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 5 – WITHDRAWAL OF BIDS

1. Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.

2. Any bidder may modify his bid at any time prior to the scheduled closing time for receipt of bids provided such is received by the PURCHASING OFFICE prior to the closing time, and provided further that the final prices or terms will not be disclosed to the CITY OF EVERETT until the sealed bid is opened.
3. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
4. No bids may be withdrawn within sixty (30) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 6 - CONTRACT AWARD

1. The contract will be awarded to the lowest responsible and responsive bidder offering the lowest total **price for all three years of the contract.**
2. The City will award the contract to the lowest responsible and eligible Bidder within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
3. The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
4. The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
5. As used herein, the term "lowest responsible and eligible Bidder" is defined by M.G.L. c. 30 § 39M.
6. Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
7. In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.
8. The City of Everett, acting by its Mayor, reserves the right to award the contract, or to reject any and all bids if it is in the public interest to do so.

ARTICLE 7 - TAXES

1. The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
2. The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid.

ARTICLE 8 – CORI

Each employee working on the City of Everett HVAC systems will need to be CORI checked. No employee of the contractor may start work on the City of Everett property until the City of Everett has a clean CORI report for that individual.

The Everett Public Schools may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that the **Everett Public Schools** must first provide the individual with written notice of this check.

Attached is the Commonwealth of Massachusetts standard CORI Form the City of Everett will use.

[Microsoft Word - CORI Acknowledgment 05.05 \(mass.gov\)](#)

ARTICLE 9 – FINGER PRINTING POLICY

The Everett Public Schools requires all contractors to be finger printed prior to working at a school site.

Everett Public Schools used a firm called Morpho Trust USA to do the finger printing and background check.

Go to [Massachusetts | Identogo](#) to register – You must use our DESE organization Number (Provider ID#) 009330000

ARTICLE 10 - BIDDER REQUIREMENTS:

Be advised that the “Minimum Quality Requirements” are minimum requirements for Supply of HVAC service contract for the City of Everett.

1. The bidder must provide a bid surety in the form of certified check, money order, or bid bond payable to City of Everett in an amount equal to five percent (5%) of the bid amount.
2. Bidder must provide an Update Statement and Certificate of Eligibility from the Massachusetts Division of Capital Asset Management in the categories of Heating, Ventilating and Air Conditioning and Energy Management Systems and in a single project amount higher than the amount of the bid based on the total three-year bid amount.
3. Bidder must provide evidence that he/she has been regularly actively engaged in HVAC and automation system maintenance service contracting business, operating under the same business name and business organization structure; and, performing the type of work described in this bid, for a minimum of five (5) years.
4. Bidder must provide a minimum of five (5) full time licensed journeymen, who are residents of the State of Massachusetts and have at least five (5) years’ experience servicing HVAC equipment. Licenses and resumes of those mechanics must be supplied with contractor’s bid documents.
5. Bidder must provide a minimum of two (2) licensed journeymen who have completed a course of training for Daikin Applied Screw Chiller Service & Repair for AGS, WGS, & AWS Products
6. Bidder must have a minimum of five (5) service trucks that are either owned or leased and are available for use by the workforce on a full-time basis.
7. Bidder must provide emergency repair service on a 24-hour, 7 days per week basis and

maintain a 24-hour: 7 day per week manned emergency response telephone number.

8. Bidder must provide at least three (3) references with the same scope and size that is satisfactory to the City of Everett and will serve to illustrate the ability of the firm to act as the primary contractor to accomplish HVAC and automation system maintenance and repair services in accordance with this specification. References used for this purpose shall be public agencies, that the firm has provided maintenance and repair service for while serving in the capacity as the “primary” service contractor versus a sub-contractor and has maintained a contractual work agreement for accomplishing HVAC and automation system maintenance and repair services for a period of not less than twelve (12) consecutive calendar months. Bids must be accompanied by the list of three (3) references including reference's primary contact person and phone number.
9. The bidder must provide evidence that all preventive maintenance will be computer generated for all HVAC equipment.
10. Company must provide **Automated fault detection and diagnostics system Capabilities software**
 11. The Automated Fault Detection and Diagnostics system (AFDD/CC) shall operate automatically to provide monthly or quarterly summary reports on system HVAC system faults, energy information and recommended service opportunities.
 12. The AFDD/CC shall be to analyze a combination of analog and digital I/O physical sensors & meters, as well as virtual points (setpoints, calculated variables) in a HVAC control system using real-time and historical time-series data to the following (the actual set of analysis capabilities for a particular building shall be dependent on the data available from that building)
 13. The AFDD/CC shall be capable of accepting and storing data from any internet-accessible building utilizing best practice cyber security connectivity.
 14. The system shall have a reporting tool that shall include, but shall not be limited to, standard reports on the status of buildings and systems. These reports shall be emailed out monthly or quarterly based on the owner’s preference.
 15. The BMS system supplier shall provide expert advisory services to facility staff to assist in prioritization of fault correction activity. This service shall be staffed by experienced HVAC and building system experts.

16. The AFDD/CC provided shall be able to satisfy fault detection and diagnostics and analysis of the following major mechanical and energy systems in the facility, including but not limited to the following:

- Boiler and other related heating systems Chilled water
- Building radiation and slab cooling/heating
- Heat pumps for heating, cooling and heat recovery, plus associated cooling towers and boilers as applicable
- Constant and variable speed fan and pumps
- Air and water economizers and heat recovery cycles
- Air distribution and ventilation systems, including but not limited to, terminal devices (VAV, mixing boxes, reheats)
- Exhaust fan systems
- Fan coils with heating and/or cooling Combined heat and power systems
- Sensors

Minimum Required Capabilities that shall be supported:

Determine the stability of control devices (valves/actuators/speed drives)
Compare sensor readings to setpoint and flag out-of-range errors from faulty
Compare outputs (controllers) setpoints to actual conditions to find failed devices
Ensure economizer systems are working to provide optimal free cooling opportunities
Identify simultaneous heating and cooling in a system and subsystem
(precool/reheat)

Communication Protocols and Interfaces Performance:

The AFDD/CC software shall be compatible with common control system network protocols, including but not limited to, BACnet, Modbus and Open Web Services. Interface hardware shall be minimal but shall allow for expansion or networking of other sites or buildings.

Control network, control panels, controlled systems, and devices shall be described with a consistent naming standard.

All elements shall have unique names across the BMS

Optimize network traffic between the Division 23 HVAC control system, the Division 26 EPMS and AFDD/CC server for data transfer. The AFDD/CC shall operate in the background and not degrade the Division 23 HVAC control system or the Division 26 EPMS communications.

The AFDD/CC shall automatically capture and store selected data from the Division 23 HVAC control system and the Division 26 EPMS on defined intervals. The default sampling frequency shall be 15 minutes.

DIRECT DIGITAL CONTROL (DDC) REQUIREMENTS:

17. The successful bidder shall be proficient in the installation and service of Invensys I/A Series Direct Digital Control (DDC) Systems.
18. The successful bidder shall have a minimum of five (5) Automation Specialists who are factory trained and certified in the Invensys I/A Series DDC Systems.

19. The successful bidder shall be a signatory to a license agreement for all proprietary software for the Invensys I/A Series DDC Systems.
20. The successful bidder must have a certified factory training center in their local office in which to provide training on HVAC Fundamentals and all levels of the Invensys I/A Series DDC systems.
21. The successful bidder must be available for service, and the system supports 24 hours per day. As such they must have a 24-hour per day manned telephone number and on-call service technicians available. All service and system support calls must be responded to within two (2) hours.
22. The successful bidder must maintain in their local office and on any service vehicle, an inventory of replacement parts and components and any necessary tools and equipment to properly service and repair the equipment. This includes all temperature sensors, controllers, actuators, and automation logic boards for any Invensys I/A Series DDC Systems.

END OF SECTION

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SECTION 3: BID FORM FOR GENERAL CONTRACTOR

FORM OF GENERAL BID

The undersigned proposes to furnish all labor and materials as is required for this contract for buildings owned and operated by the City of Everett in accordance with the accompanying specifications, requirements, terms and conditions contained herein for the contract price specified.

The Contractor is required to review any related plans, conduct a full site review, and read all the provisions in the document before inserting prices.

The contract will be awarded to the lowest responsible and responsive bidder offering lowest total price for all three years of the contract.

This bid MUST be signed by authorized individual(s). The bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

By signing Form of General Bid, the Bidder confirms compliance with applicable state and federal employment laws or regulations, including Worker's Compensation Insurance as required by M.G.L. Chapter 152.

Business Name: _____

Business Address: _____

City/State/Zip: _____

Signed: _____

(Date)

Printed Name: _____ Title: _____

F.I.D. #: _____

Telephone: _____ Fax: _____

Email address: _____

Addendums: _____

Alternates: *(there are NO alternatives with this bid)*

BASE BID PRICE FORM

The undersigned proposes to furnish all labor, preventative maintenance, materials at the English, Everett High, Keeverian and Lafayette Schools as outlined in these specifications; and additional labor and preventative maintenance at the Adams, Administration Building, Devens, Parlin, Webster, Webster School Extension and Whittier Schools as outlined in these specifications.

July 1, 2024 - June 30, 2025, \$ _____

July 1, 2025 – June 30, 2026, \$ _____

July 1, 2026 – June 30, 2027, \$ _____

Total 3-year Contract \$ _____

We propose to provide labor/material for work, as outlined in these specifications and not covered under the above costs as follows:

<u>Mechanic</u>	<u>Year</u>	<u>Year</u>	<u>Year</u>
Regular Labor Rate	2024 \$ _____	2025 \$ _____	2026 \$ _____
Overtime Labor Rate	2024 \$ _____	2025 \$ _____	2026 \$ _____

<u>Automation Labor</u>	<u>Year</u>	<u>Year</u>	<u>Year</u>
Regular Labor Rate	2024 \$ _____	2025 \$ _____	2026 \$ _____
Overtime Labor Rate	2024 \$ _____	2025 \$ _____	2026 \$ _____

Material:

Company Name _____

Address _____

Street

City State Zip Code

Signed By: _____

Title _____ Date: _____

Telephone Number: _____ Fax Number: _____

a. email address _____

END OF SECTION

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SECTION 4: BIDDER'S QUALIFICATION FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract. In order to be responsive to this IFB, each bidder's company must have:

- 1. FIRM NAME: _____
- 2. WHEN ORGANIZED: _____
- 3. INCORPORATED? _____ YES _____ NO (DATE AND STATE OF INCORPORATION: _____)
- 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

1. Do you have at least five (5) years demonstrated experience performing similar services for municipalities or school districts?

_____ Yes _____ No

2. Do you have the vehicles and licensed personnel capable of performing the requested services within the required response time?

_____ Yes _____ No

3. Do you possess adequate labor, equipment, engineering, and management capabilities to effectively service this contract over the anticipated term, including all renewal options?

_____ Yes _____ No

4. Have you or your firm ever been terminated on an awarded contract, or have you ever otherwise failed to complete any work awarded?

_____ Yes _____ No

If "yes," please describe circumstances below: (Attach a separate sheet of paper if necessary.)

DEBARMENT LETTER

Date: _____

Contractor Name: _____

Re: Debarment Letter for Invitation For Bid # _____

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name: _____

Company: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Signature: _____

Date: _____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of person signing bid or proposal)

(Name of business)

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Printed name of person signing bid or proposal

Signature of person signing bid or proposal

Name of business

*Social Security Number or Federal
Identification Number

Date

*Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

LABOR HARMONY AND OSHA TRAINING CERTIFICATION

Pursuant to M.G.L. c. 30, § 39 S (a), I certify under the penalties of perjury:

- (1) that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) that all employees to be employed in the work subject to this bid 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.

Printed name of person signing bid or proposal

Signature of person signing bid or proposal

Name of business

Date

CERTIFICATE AS TO CORPORATE BIDDER

I, _____, certify that I am the
_____ of the Corporation named as bidder in the within the Form of General
Bid: that _____ who signed said Bid Form on behalf of the Bidder was then
_____ of said Corporation, that I know his signature and that his signature
thereto is genuine and that said Bid Form was duly signed, sealed and executed for and in behalf of said
Corporation by authority of its governing body.

(Corporate Seal)

Signature: _____

Title: _____

Date: _____

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DO NOT RETURN – SAMPLE ONLY CITY OF EVERETT
CONTRACT # _____

THIS AGREEMENT for **HVAC Maintenance and Repair Contract** (hereinafter the "Project") is made the ____ day of enter month, 2024, by and between **enter name of company** a corporation (*or partnership, etc.*) organized under the laws of the Commonwealth of Massachusetts (*or the State of ____*), with a usual place of business at **enter legal address**, hereinafter called the **Contractor**, and the City of Everett, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its Mayor, hereinafter referred to as the **City**.

WITNESSETH that the **Contractor** and the **City**, for the consideration hereinafter named, agree as follows:

ARTICLE 1: AGREEMENT DOCUMENTS

The Agreement consists of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

1. This Agreement;
2. The Invitation For Bid, Specifications;
3. The **Contractor's** Bid on the Form of General Bid;
4. Drawings required for the Project, if applicable and
5. Copies of all required bonds, certificates of insurance and licenses required under the contract;

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this agreement must be in writing and signed by an official with the authority to bind the **City**.

ARTICLE 2: SCOPE OF THE WORK

The **Contractor** shall furnish all supplies, materials and equipment, and perform all labor, services and work shown on the Agreement documents, and the **Contractor** agrees to do everything required by this Agreement and the documents.

ARTICLE 3: TERM OF AGREEMENT

This Agreement shall be for a term of three year(s), commencing on, September 1, 2024 and ending on August 31, 2027, unless sooner completed and subject to annual appropriation. This Agreement shall not be renewed or extended unless provisions for renewal or extension were contained in the IFB, in which *event* the Agreement may be extended or renewed at the sole option of the City, and upon the terms described therein.

Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in an Agreement, the *effective* start date of performance under an Agreement shall be the date a Contract has been executed by an authorized signatory of the **Contractor and the City**, or a later date specified in the Agreement or the date of any approvals required by law or regulation, whichever is later.

ARTICLE 4: THE AGREEMENT SUM

The **City** shall pay the **Contractor** for the performance of this Agreement a sum NOT TO EXCEED \$ _____ (enter amount in words dollars), including all reimbursable expenses.

ARTICLE 5: PAYMENT

The **City** shall make payment as follows:

- a. The **City** shall make payment thirty (30) after receipt of an invoice for work performed or materials supplied, or finished product supplied the previous month.
- b. With any invoice the **Contractor** shall submit evidence satisfactory to the **City** that the goods or supplies *have* been delivered, or that the work has been completed and that all payrolls, material bills and other indebtedness connected with the work has been paid. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, *travel*, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above-listed services.
- c. With any invoice the **Contractor** shall submit evidence satisfactory to the **City** that the goods or supplies *have* been delivered, or that the work has been completed and that all payrolls, material bills and other indebtedness connected with the work has been paid. The billings shall include, if applicable, all charges for materials, consultants, subcontractors, plans, equipment, models, renderings, *travel*, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above-listed services.
- d. If for any reason the City makes a payment under this Agreement in error, the City may recover the amount overpaid or, if applicable, may apply any overpayment to a future installment payment.
- e. The City is not responsible for payment of invoices sent to an address other than specified at the end of this Article.
- f. Please see the attached "Sample Quote/Invoice Form" for information required for any quote or invoice payment. You do not need to use this this exact form, however, the data on the form must be included within your quote or invoice.
- g. Invoices for services procured under this Agreement are to be sent to: City of Everett Attn: Rob Moreschi, Facilities Director, rmoreschi@everett.k12.ma.us

ARTICLE 6: PROMPT PAYMENT DISCOUNTS

The **Contractor** will allow a Prompt Payment Discount for payment made by the **City** within the number of days from the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later as outlined in the Form of General Bid.

ARTICLE 7: TAX EXEMPT STATUS

The **City** represents that it is exempt from federal excise, state, and local taxes, and that sales to it are exempted from Massachusetts sales and use tax. If in the future the **City** becomes subject to any such taxes, the **City** shall reimburse the **Contractor** for the tax paid by the **Contractor** on behalf of the **City**. Any other taxes imposed on the **Contractor** shall be borne solely by the **Contractor**.

ARTICLE 8: NONPERFORMANCE

In the case of any default on the part of the **Contractor** with respect to any of the terms of this Agreement, the **City** shall give written notice thereof, and if said default is not made good within such time as the **City** shall specify in writing, the **City** shall notify the **Contractor** in writing that there has been a breach of the Agreement and thereafter the **City** shall have the right to terminate this Agreement and secure the completion of the work remaining to be done on such terms and in such manner as the **City** shall determine, and the **Contractor** shall pay for the completion of such work and reimburse the **City** for all expenses incurred by reason of said breach. The **Contractor** in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Agreement sum, and the amount of any balance due the **Contractor** shall be determined by the **City** and certified to the **Contractor**.

ARTICLE 9: TERMINATION

In addition to the provisions of Article 8, the **City** shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of the Agreement after the first year.

The **City** shall also have the right to immediate termination:

- a. any material misrepresentation made by the **Contractor**.
- b. any failure by the **Contractor** to perform any of its obligations under this Agreement including, but not limited to, the following:
 - i. failure to commence performance of this Agreement at the time specified in this Agreement due to a reason or circumstance within the **Contractor's** reasonable control;
 - ii. failure to perform this Agreement with sufficient personnel and equipment or with sufficient material to ensure the completion of this Agreement within the specified time due to a reason or circumstance within the **Contractor's** reasonable control;
 - iii. failure to perform this Agreement in a manner reasonably satisfactory to the **City**;
 - iv. failure to promptly re-perform within reasonable time the services that were rejected by the **City** as erroneous or unsatisfactory
 - v. discontinuance of the services for reasons not beyond the **Contractor's** reasonable control;
 - vi. failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance and nondiscrimination; and
 - vii. any other acts specifically and expressly stated in this Agreement as constituting a basis for termination of this Agreement.

The **Contractor** shall have the right to terminate this Agreement if the **City** fails to make payment within 45 days after it is due.

ARTICLE 10: EMPLOY COMPETENT PEOPLE

The **Contractor** shall employ only competent people to do the work. Whenever the **City** shall notify the **Contractor** in writing that any person under the **Contractor's** employ is, in the **City's** opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, or not employed in accordance with the provisions of this Agreement, such person shall be discharged from the work and shall not again be employed on the Project, except with the consent of the **City**.

ARTICLE 11: CHANGE IN SCOPE OF SERVICES

Changes in scope must be signed by all parties, prior to any work occurring.

ARTICLE 12: NOTICE

All notices required to be given under this Agreement shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to:

The City of Everett: _____ :
City Hall
Attn: Purchasing Department
484 Broadway
Everett, MA 02149

The Contractor
Name: _____
Title: _____
Company Name: _____
Address: _____
City, State Zip: _____

ARTICLE 13: INSURANCE

- a. The **Contractor** shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the **City** in connection with any operations included in this Agreement, and shall have the **City** as an additional insured 'on the **Contractor's** liability policies, as noted in the IFB.
- b. All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the **City**. Since this insurance is normally written on a year-to-year basis, the **Contractor** shall notify the **City** should coverage become unavailable or if its policy should change.
- c. The **Contractor** shall, before commencing performance of this contract, provide for the payment of compensation and the furnishing of other benefits by an insurance company duly licensed to do business in accordance with Massachusetts General Laws, Chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and *effect* during the term of the contract.

d. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the **City** at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

ARTICLE 14: INDEMNIFICATION

The **Contractor** shall indemnify, defend, and save harmless the **City** and all of the **City's** officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the **City** or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the **Contractor**, its subcontractors and its and their agents or employees in the performance of the work covered by the Agreement and/or failure to comply with terms and conditions of the Agreement, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the Agreement and to the extent such injuries or damages are not covered by the **City's** insurance. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the **Contractor** under the Agreement.

ARTICLE 15: CORI CERTIFICATION

Services Do Require a CORI check _____ Services Do Not Require a CORI check

If the above certification is checked "Services Do require CORI check," the **Contractor** hereby acknowledges the right of the **City** to conduct a criminal background check on all individuals providing such services under this contract, in accordance with state law. In accordance with G.L. c. 6, §§ 167-178B, the City may request and obtain all available criminal offender record information (CORI) from the Criminal History Systems Board on any of **Contractor's** employees who may have unsupervised contact with children, the disabled, or the elderly during the performance of their work under this Contract. The City's assessment of CORI records is based on regulations issued by the Executive Office of Health and Human Services, 101 C.M.R. 15.00-15.17.

Pursuant to G.L. c. 6, §§ 178C-178P, the **Contractor** also authorizes the **City** to use local and national sexual offender registry information (SORI) to determine if any of the Contractor's employees pose an unreasonable risk to children, the disabled, or the elderly during the performance of their work under this Agreement.

ARTICLE 16: MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Agreement shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 17: GUARANTEE OF WORK

a. Except as otherwise specified, all work shall be guaranteed by the **Contractor** against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract.

b. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the **City** are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the **Contractor** shall, promptly upon receipt of notice from the **City** and at its own expense:

i. Make goods and services conform to this Agreement;

ii. Make good all damage to the **City**, or equipment or contents thereof, which, in the opinion of the **City**, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 18: USE OF CONTRACTOR'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

a. All Drawings, Specifications, and other documents (including sketches, computations, test data, survey results, photographs, renderings, models, and other material peculiar to the Services) prepared by the **Contractor or Contractor's** Consultants shall become the property of the **City** upon payment of sums due under the contract. The **City** acknowledges the copyright of the **Contractor** and the **Contractor's** Consultants.

b. The **City** may use the Drawings, Specifications and such other documents prepared by the **Contractor** or the **Contractor's** Consultants as needed for the construction, maintenance, repair, or modification of the **Project**.

c. The **City** shall hold the **Contractor** and the **Contractor's** Consultants harmless and release from any claims arising out of any use of or changes to the documents made by the **City** or his representatives during any other construction not a part of this contract.

d. Pursuant to Massachusetts General Laws, Chapter 7 Section 38H, paragraph *W*, **Contractor** shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by **Contractor** in the preparation of the bid documents, as reasonable determined by **City**.

ARTICLE 19: GOVERNING LAW

This Agreement and performance hereunder are governed in all respects by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 20: CONSENT TO VENUE

a. The **Contractor** agrees that It shall commence and litigate all legal actions or proceedings arising in connection with this Agreement exclusively in the Woburn District Court or in the Middlesex County Superior Court, both of which are located in the County of Middlesex, Commonwealth of Massachusetts. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of litigation commenced by the **Contractor**, with respect to or arising out of this Agreement, in any court or forum other than those specified in this paragraph.

b. It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial.

c. Each party hereby waives any right it may have to assert the doctrine of forum non convenient or similar doctrine or objection to venue with respect to any proceeding brought in accordance with this Article and stipulates that the Norfolk Division of the Superior Court Department of the Massachusetts Trial Court shall have in personal jurisdiction and venue over each of them for the purposes of litigating any dispute, controversy, or proceeding out of or related to this Agreement. In the event the **Contractor** commences suit or other proceeding in any other court or forum, it agrees to immediately dismiss its suit or other proceeding and if

it fails to do so and the City acts to dismiss or otherwise dispose of the suit, the **Contractor** shall dismiss its suit and be liable to the **City** for the reasonable legal fees and costs needed to have the matter dismissed.

d. The **Contractor** hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by these paragraphs by postage prepaid, registered mail, and return receipt requested, to its address as set forth in this Agreement.

e. The **Contractor** shall not enter into any agreement with or employ the services of any subcontractor unless the agreement with the subcontractor provides that the subcontractor is subject to and will comply with the provisions of this Article.

ARTICLE 21: WORK PRODUCT

Upon payment of all amounts due under this Agreement, the **City** shall become the owner of all work product, specifications, plans, maps, data, conclusions, computations and electronic data created under this Agreement. The **City** agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the **Contractor** harmless from any liability of the **City's** use of these documents in any future project not directly related to the subject matter of this Agreement. Prior to engaging the services of any Subcontractor, the **Contractor** shall provide to the **City** writing from the Subcontractor that he assents to this Work Product Article.

ARTICLE 22: SUBCONTRACTING

The **Contractor** shall not subcontract any of the work, which it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the **City**.

ARTICLE 23: INDEPENDENT CONTRACTOR

All of the services to be performed under the terms of this Agreement will be rendered by the **Contractor** as an independent contractor. None of the terms of this Agreement shall create a principle-agent, master-servant or employer-employee relationship between the **City** and the **Contractor**.

ARTICLE 24: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the **City** and the **Contractor** and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the **City** and the **Contractor**. Neither the **City** nor the **Contractor** shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 25: PREVAILING WAGE RATES

If the work under this Agreement involves the construction of public works the **Contractor** agrees to pay the prevailing wage and comply with Massachusetts General Laws, Chapter. 149, §§ 26 - 27D and a Statement of Compliance is included in the Contract Documents. Pursuant to Massachusetts General Laws, Chapter. 149 §§ 26 & 27B, the **Contractor** (and every Subcontractor) shall file weekly certified payroll records with the **City** for all employees who have worked on the Project. The **City** and the **Contractor** must preserve said records for a period of not less than three years.

ARTICLE 26: CONFLICT OF INTEREST

By execution of this Agreement with the **City**, the **Contractor** acknowledges that the **City** is a municipality for the purposes of Massachusetts General Law Chapter 268A (the 8 Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the **Contractor** based on said statute.

ARTICLE 27: CONFIDENTIALITY

The **Contractor** shall comply with Massachusetts General Law Chapter 66A if the **Contractor** becomes a "holder" of "personal data". The **Contractor** shall also protect the physical security and restrict any access to personal or other **City** data in the **Contractor's** possession, or used by the **Contractor** in the performance of this Contract, which shall include, but is not limited to the **City's** public records, documents, files, software, equipment or systems.

ARTICLE 28: RECORD-KEEPING AND RETENTION, INSPECTION OF RECORDS.

The **Contractor** shall maintain records, books, files and other data as specified in the Contract and in such detail as shall properly substantiate claims for payment under the Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under the Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract.

The **City** shall have access during the **Contractor's** regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

ARTICLE 29: SEVERABILITY

If a court declares one or more of the provisions of this Agreement invalid, the validity of the remaining provision of this Agreement shall not be affected thereby.

ARTICLE 30: CERTIFICATIONS

By executing this Agreement, the **Contractor** under the pains and penalties of perjury, makes all certifications required under the certifications listed below, and has provided all required documentation and disclosures, or shall provide any required documentation upon request.

The **Contractor** is qualified and shall at all times remain qualified to perform this Agreement; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, registrations, permits and resources for performance; and that the **Contractor** shall provide access to records to **City** officials; and the **Contractor** certifies that the **Contractor** and any of its subcontractors are not currently debarred or suspended by the federal or state government under any law or regulation.

The **Contractor** shall comply with all applicable federal, state, and local laws and regulations.

The **Contractor** certifies that there is no authorization to deliver performance for which compensation is sought under this Agreement prior to the effective date and that any oral or written representations, commitments or assurances made by a **City** representative are not binding and the **City** may not back-date this Agreement in order to cover the delivery of performance prior to the Effective date. The **City** has no legal obligation to compensate a **Contractor** for performance that is not requested and is intentionally delivered by the **Contractor** outside the scope of the Agreement.

The **Contractor** certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the **Contractor** certifies that it will immediately notify the **City** in writing if there is any risk to the solvency of the **Contractor** that may impact the **Contractor's** ability to timely fulfill the terms of this Agreement.

The **Contractor** shall affirmatively disclose the details of any pertinent judgment, criminal conviction, investigation or litigation pending against the **Contractor** or any of its officers, directors, employees, agents, or subcontractors of which the **Contractor** has knowledge, or learns of during the Agreement term. **Contractors** must affirmatively disclose any potential structural change in its organization at least 45 days prior to the change. If incorporated, the **Contractor** certifies that it has identified the Contractor's state of incorporation, and the **Contractor** certifies compliance with all filing requirements of both the incorporating state and the Massachusetts Secretary of State. If the **Contractor** is a foreign corporation, the **Contractor** certifies compliance with all requirements for certification, reporting, filing of documents and service of process.

If an employer, the **Contractor** certifies compliance with applicable state and federal employment laws or regulations, including but not limited to minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 151A (Employment and Training); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 (Federal Family and Medical Leave Act; AGO Consumers and Civil Rights. Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Americans with Disabilities Act.; 42 U.s.C Sec. 12,101, et seq., Disability Law Resources; the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and G.L. c. 272 s. 98A; the Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A.

ARTICLE 31: CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

The **Contractor** certifies Tax Compliance with Federal tax laws; State tax laws including G.L. c. 62C, G.L. c. 62C, s. 49A (the **Contractor** has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and is in good standing with respect to all returns due and taxes payable to the commissioner of revenue); reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12;

Social Security Number or Federal Identification Number: _____

In WITNESS WHEREOF the parties have hereunto set their hands and seals, the City of Everett by its Mayor, who however incur no personal liability by reason of the execution thereof or of anything herein contained, and the contractor both in triplicate, as of the day and year above stated.

CONTRACTOR

_____ Date Signed _____

CITY OF EVERETT:

_____ Date Signed _____
Christopher R. Schweitzer
Budget and Grants Director

_____ Date Signed _____
Allison Jenkins
Chief Procurement Officer

_____ Date Signed _____
Eric Demas
Chief Financial Officer/City Auditor
Account Number: _____

_____ Date Signed _____
Colleen Mejia, Esq.
City Solicitor

_____ Date Signed _____
Carlo DeMaria
Mayor

CERTIFICATE OF AUTHORITY - CORPORATION

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 waived notice, it was voted
(Date)

that _____
(Name) (Officer/Title)

of this company be and he hereby is 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 of obligation in this company's name on its behalf of such _____ under
(Officer)

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

A TRUE COPY, ATTEST: _____
(Signature/Title)

Place of Business: _____

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)

that _____ is duly elected _____
(Officer, Name) (Title)

of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Full Legal Name of Business

Telephone Number

State of Incorporation*

Principal Place of Business

Qualified in Massachusetts

Place of Business in Massachusetts

Signature

*If state of incorporation is Massachusetts, insert MASSACHUSETTS on State of Incorporation line and disregard other parts of the form.

(Affix Corporate Seal)

**AMOUNT REQUIRED WILL BE DETERMINED BY CONTRACT VALUE
SAMPLE PAYMENT BOND**

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Everett as Obligee, in the sum of _____ dollars (\$ _____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date _____ of _____, 2024, for the construction of _____

(Project Title) in Everett, Massachusetts.

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c.30, §39A, and M.G.L. c.149, §29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this day of _____, 2024.

PRINCIPAL

BY _____

(SEAL)

(Title)

SURETY

BY _____

(ATTORNEY-IN-FACT) (SEAL)

ATTEST: _____

ATTEST: _____

**AMOUNT REQUIRED WILL BE DETERMINED BY CONTRACT VALUE
SAMPLE PERFORMANCE BOND**

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Everett as Obligee, in the sum of dollars (\$ _____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2024 for the construction of _____ in Everett, Massachusetts. (Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ___ day of _____ 2024.

PRINCIPAL

SURETY

BY _____

BY _____

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

SPECIFICATIONS FOR HVAC MAINTENANCE AND REPAIR CONTRACT

I. General Purpose

Under this Contract, the Bidder will be responsible for providing a “Comprehensive Maintenance and Support Program” for Invensys I/A Series and Building Automation Systems, Automatic Temperature Controls, Heating, Ventilating, and Air Conditioning Systems at the following buildings. The Bidder will provide a licensed journeyman at a minimum of 40 hours per week and absorb all costs associated with this comprehensive maintenance and support program as described in the Scope of Work.

English, Everett High, Keverian and Lafayette Schools

The Bidder will also be responsible to provide additional manpower for a “Preventative Maintenance Program” at the following buildings:

Adams, Administration Building, Devens, Parlin, Webster, Webster School Extension and Whittier Schools

The bidders shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required with this specification.

It is the intention of these specifications to establish and define those services that are to be performed and to determine the capability and experience of the bidders desiring to provide such services. The intent is to secure one Bidder to maintain the HVAC equipment in all schools, plus the Automation systems in the English, Everett High, Keverian, Lafayette and Parlin schools, and to provide a single focal point for these services.

II. Scope of Work

The City of Everett is seeking qualified firms to provide **HVAC MAINTENANCE AND REPAIR CONTRACT** installations and repairs.

Provide all labor, materials, equipment, tools, permits and supervision necessary for **HVAC MAINTENANCE AND REPAIR** for all Everett Public School buildings as directed by the Director of Facilities, in accordance with the conditions, requirements, and specifications attached.

- Inspection of all piping for leaks, by checking suction and pressure.
- Lubrication of bearings (except where sealed) in all dampers, fans, and motors and check refrigerant and oil changes.
- Clean drain pans, nozzles, and drain lines for the system and up to the building drains.
- Adjust control motors, motor starters, solenoids, switches, thermostats, relays, expansion valves, dampers, refrigerant controls and belt tension.
- Clean and change filters (except in classrooms).
- Service the system in accordance with industry practices for protection from damage.
- Repair of all HVAC equipment as directed by the Director of Facilities.
- Instruct the purchaser’s personnel on the operation of the system.
- All work will be done during normal working hours. The City of Everett will provide safe and free access to all the equipment.

A. General Requirements

- 1) Contractor shall furnish all labor, materials, equipment, staging and trucking as required for work in all buildings in accordance with all specifications.

- 2) Bidder must be certified by DCAMM in HVAC.
- 3) Prices submitted on bid forms will be effective for each of the three years from the date of the award as noted on the bid form.
- 4) Contractor shall obtain and pay for all permits, inspections, licenses, bonds, and certificates required for work under this section. All work shall be performed in strict conformity with all laws, regulations, and ordinances of the federal, state, and municipal governments and all departments and bureaus thereof having jurisdiction.
- 5) Payment and Performance Bonds as required pursuant to M.G.L. 149. The contractor has 10 days from the date of the notification of the contract award to obtain the bond(s). The cost(s) of obtaining the bond(s) shall be paid for by the Contractor.
- 6) Contractor must certify that all employees on the worksite have successfully completed at least 10 hours of OSHA approved training, pursuant to M.G.L. c 30, 39S.
- 7) All work shall be authorized by the Director of Facilities or his/her designee through the issuing of a work order. Work under a specific work order shall begin and end upon the recording by a representative of the Facilities Department of the arrival and departure time of the contractor at the jobsite. It shall be incumbent upon the contractor to notify the Director of Facilities or his/her designee of their arrival at and departure from the jobsite. A copy of the service report including date of work, start time and finish time, name(s) of person(s) performing work and time each person worked, brief description of the work, materials used, and recommendations or comments pertaining to the condition of the work area shall be left at the jobsite upon the completion of the work. Any and all alterations to the scope covered by this contract are subject to the owner's approval.
- 8) All materials used are to be exact duplicate, or an approved substitute of the original used and/or specified by the owner, and in every case, guaranteed as per manufacturer's specification(s). All materials supplied by the contractor must be free of any lien, claim, or encumbrance.
- 9) Inspections and work are to be done during normal working hours (7:00 a.m. through 4:00 p.m., Monday through Friday). The Director of Facilities or his/her designee may authorize work outside normal working hours or days.
- 10) Hourly rates shall include all travel and mileage costs. No separate travel, truck, or equipment charges will be accepted. No other method or items of compensation shall be paid other than the basis specified herein.
- 11) Invoicing for all work must be done weekly and must be accompanied by copies of original bills for material used. Invoices must indicate separate charges for labor and materials and material charges must be itemized. The contractor may only invoice for materials that have been furnished; materials on order shall not be billed prior to installation. All invoices shall reference the relevant work order number for the authorized work. Weekly payroll reporting forms for prevailing wage rates and signed statement of compliance must be submitted with all invoices. No invoices will be processed for payment without the above referenced documentation. The City of Everett reserves the right to audit vouchers for material to determine proper pricing.
- 12) Work performed during a specific fiscal year must be submitted before the end of that fiscal year. Work performed at or near the end of any fiscal year (June 30) must be invoiced immediately and in any case, before July 15th of the same calendar year. Payments may not be made if invoices are submitted after July 15th following the close of the fiscal year (July 1 – June 30).

- 13) All workmanship by the successful bidder shall be guaranteed against failure or defects during normal use for a period of one (1) year from the date of completion of the work. All materials supplied by the successful bidder will have the standard manufacturers' warranties. Any defective materials supplied by the contractor shall be replaced at no cost to the City of Everett.
- 14) The obtaining of the insurance certificate(s) shall be a condition precedent to the effectuation of the contract. The premiums for this insurance coverage shall be paid for by the Contractor. The insurance shall remain in force during the full term of the contractual agreement and/or until all work is completed and accepted by the City.

The City is to be named as an additional insured, and is to be given notice prior to any changes or lapses of insurance coverage.

General Liability:

At least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit

Automobile Liability:

At least \$1,000,000 Bodily Injury and Property Damage per accident.

Workers' Compensation Insurance Per M.G.L. c. 152 as amended.

Property Coverage for materials and supplies being transported by the contractor, as the City's Property Contract provides coverage for personal property within 1000 feet of the premises.

Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate.

- 15) The contractor must supply all applicable MSDS forms as requested by the City of Everett. Pursuant to MGL Chapter 111F, Sections 8-10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The contractor agrees to comply with all requirements set forth in the pertinent laws.
- 16) The contractor shall keep all exterior doors locked when the buildings are unoccupied and shall be responsible for locking the doors of the buildings or any portion(s) of the buildings at times other than when they are in normal use. Any City property damaged by the contractor in carrying out the provisions of this contract shall be restored to its original condition by and at the expense of the contractor. The City of Everett shall hold the contractor responsible for any City property that is lost or stolen during the execution of the work. The contractor shall prohibit his employees from smoking, and they will be held responsible for any damage caused by smoking by any of his employees.
- 17) All material and debris shall be cleaned up immediately and removed from the building, leaving the premises in a clean condition.
- 18) The contractor must possess a current Federal CFC Certification Valid in the state of Massachusetts.
- 19) Contractor must have a current Refrigeration Contractor's License
- 20) They must have a 365 day per year availability 24/7. Work will be performed on an on-call basis as needed and determined by the Director of Facilities or his/her designee. Response time for regular service calls must be within two (2) hours and for emergency calls within thirty (30) minutes. The contractor must be available on a 24-hour basis in case of emergencies and shall employ an answering service or cellular telephone capable of reaching a service person twenty-four (24) hours a day. Answering machines are not

acceptable.

- 21) The contractor must have established a minimum of 5 years' experience in the field of HVAC Maintenance and CONTRACT services contained herein.
- 22) The contractor shall use trained and experienced employees to perform the services, directly employed and supervised by him.
- 23) All tradesmen shall have a copy of any required licenses on file.
- 24) The contractor shall give personal supervision to the work and shall employ a competent foreman during the progress of the work. The contractor shall employ an efficient number of competent workmen who are experienced thoroughly in this type of work. It will be presumed that most jobs will require only one worker. Where more than one worker will be on the job, advance agreement must be in writing between the Director of Facilities or his/her designee and the Contractor.
- 25) The contractor shall be required to be available, at no cost to the City of Everett, during the working day, at times mutually convenient to himself and a representative of the City of Everett for consultation regarding potential work, to visit work locations, and to prepare estimates. If requested by the Director of Facilities or any other authorized representative of the City of Everett, the contractor will supply a written estimate of the work to be done. There shall be no fee charged for any such estimate.
- 26) If the contractor finds upon examination of the assigned job, that the work will be more extensive than originally ordered, he should contact the Director of Facilities or his/her designee within 24 hours for authorization to proceed with the additional work.
- 27) The City of Everett reserves the right to purchase equipment and material to be installed under this contract. In all cases, all replaced parts are to be left with the City of Everett representative, unless otherwise directed.
- 28) The contractor may employ for his own use the present electrical and water services in order to perform the work to be done on the sites where work is to be done. He shall be held responsible for all damages to such services or equipment, or damage caused by such services, if such damage were by reason of his or his subcontractors' use of such services or equipment.
- 29) All persons operating a motor vehicle on City or school property must have a copy of the required motor vehicle license on file.
- 30) Provide a licensed journeyman at a minimum of forty (40) hours per week and an apprentice for (16) hours per week to be included in the three (3) year Bid Price Form.
- 31) The licensed journeyman and an apprentice will perform preventative maintenance service on all systems, equipment and associated devices related to the heating, ventilating, and air-conditioning equipment in all schools.
- 32) Boiler cleaning and inspections will be done annually at the end of each heating season and completed prior to the opening of schools at the end of August. After cleaning and final inspection by the Insurance Company representative, all boilers and burners must be fired and placed in service.
- 33) Provide qualified and certified DDC technician to perform preventative maintenance service for all DDC temperature controls systems throughout the English, Parlin, Keverian, Lafayette and Everett High Schools, to be included in the three (3) year Bid Price Form.

- 34) Provide all labor and material for all repairs on the HVAC and DDC systems at the Keverian, English, Lafayette, and Everett High School.
- 35) The Bidder will be responsible for the cost of all labor, expenses, materials, and replacement components to repair any covered equipment that malfunctions. Any replacement parts will be new and will be an exact duplication of the part being replaced. No substitution of the original equipment for the designated manufacturer model, type or size shall be allowed unless approved by the City of Everett School Department.
- 36) Provide labor and chemicals necessary to properly maintain all water systems within the heating and cooling system to control metal corrosion, scale formation, biological fouling, or contaminated discharge.
- 37) Provide seasonal startup/shutdown and preventative maintenance, including calibration, adjustments, routine inspection/system diagnostic and accurate recording of services performed on the Invensys I/A Series DDC Systems and HVAC systems in the school buildings at locations listed herein.
- 38) Provide database verification where the contractor will access the Invensys I/A Series DDC Systems to ensure the database is operating correctly and that no values are out of range for the assumed condition.
- 39) Provide database backup of each Invensys I/A Series DDC controller and archive the backup at a location to be designated by a representative of the Everett School Department.
- 40) Provide maintenance software patches to I/A Series DDC Systems yearly at no additional cost to the City of Everett School Department.
- 41) All repair calls will be made to personnel regularly employed by the Bidder.
- 42) All repair calls will be responded to within two (2) hours of the time the original call is made. Once repairs are started, they shall continue without interruption until completed.
- 43) No repairs and/or additional work, not included in this Contract, will be accomplished without the written authorization of the School Department.
- 44) All non-emergent work is to be performed during normal working hours, Monday through Friday, from 7:00 a.m. to 3:00 p.m.
- 45) All filters should be changed as needed but no less than two times per year. Filters provided by contractor
- 46) No subcontracting for any portion of the work is to be given out by the successful Bidder without prior approval in writing by the City of Everett School Department.
- 47) The City of Everett reserves the right to add additional HVAC services and buildings if it is deemed to be in the best interest of the City. Such additional services to be performed at a cost to be negotiated with the Bidder and the City of Everett.
- 48) By April 15, of each year, the successful contractor will provide an assessment of all HVAC equipment indicating areas of concern, projects that should be considered

- 49) work in the Everett Public Schools as mandated by the Statewide Applicant Fingerprint Identification Services (SAFIS) Program. Massachusetts law now authorizes fingerprint based criminal history checks for all public and private school employees and transportation providers and for designated volunteers and employees of school vendors.
- 50) Buildings covered under this contract shall include:
1. Adams School - 78 Tileston Street
 2. Administration Building - 121 Vine Street
 3. Devens School - 20 Church Street
 4. English School - 105 Woodville Street
 5. Everett High School - 100 Elm Street
 6. Keverian School - 20 Nichols Street
 7. Lafayette School - 112 Edith Street
 8. Parlin School - 587 Broadway
 9. Webster School - 30 Dartmouth Street
 10. Webster Extension - 548 Broadway
 11. Whittier School -329 Broadway

The city reserves the right to add additional buildings that may come on-line for the Everett Public Schools.

Sample to be used for quotes or invoicing – Vendor may use their own form/paperwork as long as pertinent data is included.

Sample Quote/Invoice Form

[Your Company Name]

Date:

Invoice #:

Expiration Date:

Payment Terms

To:

Description of Work to be completed

Complete by:

Labor					
No. Of Hours	Position	Shift:	a. Weekday 7 am – 4 pm; b. Weekday 4 pm – 7 am; c. Sat., Sun., Holidays	Rate Hour	Total
2	Electrician	a.		\$ 93.00	\$ 186.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Labor					\$ 186.00

Materials					
No Of Units	Wholesale Cost	Description	% Markup	Total Price per Unit	Total Cost
2	\$ 100.00	Insert description of product	10%	\$ 110.00	\$ 220.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Materials					\$ 209.00

Please note wholesale invoice(s) may be requested to validate wholesale costs.

Discount \$ 11.00

Subtotal Labor	\$ 186.00
Subtotal Materials	\$ 209.00
Sales Tax	
Total	\$ 384.00

Notes:

WAGE RATE REQUIREMENTS

1. GENERAL

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

2. WAGE RATES

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the CITY, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Everett certified payroll affidavits verifying compliance with M.G.L. c.149, §§27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the CITY on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with M.G.L. c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly and within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

STATEMENT OF COMPLIANCE

_____, 20____

I, _____,
(Name of signatory party) (Title)

do hereby state: That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty-nine of the General Laws.

Signature _____ Title _____