

Town of Harvard Public Schools

Request For Proposal

HVAC - HRU-1&2 Complete Installation of New Units

at The Bromfield School

For : Heat/Air Conditioning and Improved MERV Filtration

Notice is hereby given that the Town of Harvard Public Schools are seeking bids from qualified Heating Ventilation and Air-Conditioning (HVAC) contractors for the purpose of Installation of Two Greenheck Mark ERV Model ERCH -55 -15-15H-16P-HW-01 units, including any necessary controls from BCM Controls, to add to the upgrades of Greenheck units already installed at The Bromfield School, 14 Massachusetts Avenue, Harvard, Massachusetts 01451. Request for Proposal (RFP) Packages with specifications will be available by emailing pharrigan@psharvard.org. Additionally, the RFP will be on the Harvard Public School Website <http://www.psharvard.org>. It is required that all bidders provide contact name, address, phone number and email address when picking up specifications.

All bids must conform to the specifications of the IFB and be submitted on the proper forms to be considered a valid bid. Sealed bids entitled “**RFP for HVAC - HRU-1 & 2 Complete Installation of New Units**” will be accepted at The Bromfield School, 14 Massachusetts Avenue, Harvard, Massachusetts 01451, until December 15, 2021 at 2:00 pm at which time the bids will be publicly opened and read at a Zoom meeting. The link for the Zoom meeting will be sent to all that apply prior to the bid opening.

The work under the proposed contract shall conform to the requirements of Massachusetts General Laws, Chapter 149, Sections 44A through M, as amended. Work under this contract shall comply with the requirements of the Massachusetts Prevailing Wage Law under Massachusetts General Laws, Chapter 149, Section 27, as amended. Work under the proposed contract must comply with the requirements of Massachusetts General Laws, Chapter 149, and Chapter 30, Section 39M, as amended. The Town of Harvard is exempt from sales and federal excise tax to the extent permitted under law; bidders should not include such taxes in figuring or in references to any bid. The Town of Harvard reserves the right to reject any and all bids, wholly or in part, or to accept any bid even if the bid is not the lowest cost, if it is deemed to be in the best interest of the municipality, to waive informalities deemed inconsequential and to make awards in a manner deemed to be in the town's best interest. Minority- and women-owned businesses are encouraged to bid.

I. General Information and Bid Submission Requirements

This is for the installation of 2 Greenheck Mark ERV Model ERCH -55 -15-15H-16P-HW-01 units to replace the 2 existing HRU 1&2 Carnes units as well as necessary controls from BCM Controls at The Bromfield School, Harvard Public Schools, 14 Massachusetts Avenue, Harvard, MA 01451. We have installed 4 Greenheck units already and want to continue with these units for uniformity as well as maintenance and parts in the future.

Bids must be delivered to The Hildreth School, 27 Massachusetts Avenue, Harvard, MA 01451 by December 15, 2021 no later than 2:00 pm time according to the main office clock. It is required that all bidders provide contact name, address, phone number and email address when picking up specifications.

Maximum time for bid acceptance:

The contract will be awarded within 30 days after bid opening to the lowest responsive and responsible offer or offering the most advantageous proposal determined by the designated procurement officer.

Basis for Award of Contract

Award of this contract shall be made to the lowest responsible and eligible general bidder within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids. The Town reserves the right to reject any and all bids if deemed in the Town's best interest.

Cancellation of Contract

The Town of Harvard reserves the right to cancel and terminate the contract in the event that the services provided by the Contractor prove to be unsatisfactory.

Rejection of Bids

The Town reserves the right to reject any and all bids if deemed in the Town's best interest.

Changes

If any changes are made to this invitation to bid, an addendum will be issued. The addenda will be emailed to all bidders on record. It is required that all bidders provide contact name, address, phone number and email address when picking up specifications.

Contractor Requirements

Successful bidders/contractors must have a minimum of 5 years experience in HVAC Commercial Installation and Controls, and also must hold a valid HVAC license.

The contractor must have experience working with BCM Controls and is responsible for all electrical components and installation.

Contractor and all technicians must pass a CORI check prior to working in the buildings/grounds of the Harvard Public Schools.

Working hours shall be 7AM to 5PM Monday through Friday.

Permits and Licenses

The Contractor shall be responsible to obtain any necessary permits for work directed under this contract. Payments for such will be made on the basis of billed cost to the Contractor. This pay provision relates to permits that are exclusive, and a “one-time use” type permit for work performed under this contract.

Quality of Work

All work is to be quality work and shall be performed according to the standards of the industry and according to the plans, directions and instructions as presented by the authorized representatives of the Harvard Public Schools. It is the Contractor’s responsibility to ensure that all materials for the Harvard Public Schools meet the appropriate industry standards, DCAM standards, and building codes specifications and all revisions and amendments thereto. The Bidder and his/her subcontractors shall also be required to meet the additional technical qualification requirements as specified in these specifications.

Permits and Licenses

The Contractor shall be responsible to obtain any necessary permits for work directed under this contract. This provision relates to permits that are exclusive, and a “one-time use” type permit for work performed under this contract.

Inspection

The Town of Harvard and representatives of the Harvard Public Schools reserve the right to inspect any and all work in progress or completed. Any omission or failure on the part of the Town of Harvard’s representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of such work or material. If any defective work or material is found during inspection, the contractor shall remove or repair, at his/her own expense, such defective work or material rejected and shall rebuild and/or replace the same without extra charge.

If the contract documents, the Town of Harvard or his/her agent’s instructions, laws, ordinances or regulations of any public authority require any work to be tested or approved, the Contractor shall give the Town of Harvard or his/her agent timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the Town of Harvard or his/her agent or other proper authorities, be uncovered for examination at Contractor’s expense.

Warranty of Materials and Workmanship

All materials and equipment provided under the contract shall be listed and labeled for the purpose intended. All work provided under this contract shall have, as a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship and installation.

Contractor shall provide a written one (1) year warranty for equipment installed during the contract period. Warranty Certificate shall be provided to the using agency that places the order. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades. Work not conforming to these warranties shall be considered defective.

Questions from Prospective Bidders

Questions concerning this invitation for bids must be submitted by email to: Patrick Harrigan, Facilities Director, The Bromfield Schools, Harvard Public Schools, 14 Massachusetts Avenue, Harvard, MA 01451; email pharrigan@psharvard.org before 3:00 PM on December 10, 2021

Site visit

A site visit will be provided on December 08, 2021 at 10:00 AM at The Bromfield School, 14 Massachusetts Avenue, Harvard, MA 01451.

Bid Submission Requirements

1. Submission must include the provided bid pricing sheet and applicable forms.
2. Bids must be in a sealed envelope clearly marked "**Bromfield HVAC - HRU-1&2 Complete Installation of New Units.**"
3. The bid must include a non-collusion form, tax compliance certificate, and bid pricing sheet.
4. 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.
5. Only successful bidder must provide a payment bond of 5%

Project Scope

1. Furnish all labor, materials, equipment and incidentals necessary to provide the installation of Two Greenheck Mark ERV Model ERCH -55 -15-15H-16P-HW-01 with packaged DX, energy recovery, hot water coil, wheel VFD, and economizer. All cutting and patching necessary for the proper installation of the Electrical & Control install work to be performed under this section shall be performed by the contractor.
2. Contractor is responsible for maintaining a safe work environment.

3. Contractor is responsible for all necessary supplies and equipment to remove and replace equipment as well as delivery and disposal of all materials.
4. Contractor is required to work with BCM controls to put them online.
5. Contractor is responsible for all electrical connections and putting units online.
6. Contractor must furnish staging, rigging, temporary supports, labor and materials to perform all operations in connection with the installation of the HVAC work.
7. Without limiting the generality thereof, the work to be performed under this section includes complete new HVAC with the following subsystems
 - A) Low pressure, hot water insulation and accessories and
 - B) Refrigeration piping & insulation.

8. Contractor is responsible and must remove all old HVAC equipment and any debris from work site on a daily basis

9. Contractors must have work completed and in working condition no later than May 16, 2022

Insurance

The Contractor will be required to carry insurance including Public Liability and Property Damage Insurance as shall protect them, the Owner, and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by themselves or by any subcontractor or by any directly or indirectly employed by either of them in the amounts of such insurance shall be as indicated below:

A. Workers' Compensation

Coverage as required by the Worker's Compensation laws of the Commonwealth of Massachusetts, M.G.L. Ch. 149 § 34A, including both statutory lines and Coverage B with a \$500,000/\$500,000/\$1,000,000 limit of liability.

B. Comprehensive General Liability Property Insurance

Limits of Liability for Bodily Injury and Property Damage Coverage as follows:

Bodily Injury:	\$1 Million each person \$1 Million each occurrence \$2 Million aggregate
Property Damage:	\$1 Million each occurrence \$2 Million aggregate

The Comprehensive General Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third parties arising out of:

- (a) Work performed by the Contractor themselves with their own employees; 'Premises-operations' line.
- (b) Work performed by their Subcontractors; Contractor's Protective Liability; "sublet work" or "Independent Contractors" line.
- (c) The Contractor's liability assumed under the contract terms; "hold harmless" or "indemnity agreement" line, also known as Contractual Liability Insurance. This coverage must be explicitly stated on the Contractor's Insurance Certificate.

C. Owner's Protective Liability Insurance

The contractor shall take out and furnish the Certificates of Insurance naming the Town of Harvard as an additional insured during the life of this contract.

D. Comprehensive Auto Liability Insurance

All minimum coverage as required under MGLs for operation and registration of motor vehicles, and excess Bodily Injury and Property damage with a combined single limit of \$1 Million. The insurance is to include all owned or hired vehicles of the Contractor and non-ownership protection for all employees of the Contractor engaged in the performance of the contract.

E. General Requirements for all lines of insurance furnished

All policies shall be written so the Town of Harvard is notified of cancellation or addition of 'restrictive amendments' by registered mail or fax no later than 20 days prior to the effective date of such cancellation or amendment.

The bid submission shall include copies of certificates of insurance showing the minimum required insurance or a statement from the Contractor's insurance company stating that the insurance company will write the policy upon request.

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.

Signature of individual submitting bid or proposal

Name of business

TAX COMPLIANCE CERTIFICATION

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.

Signature of person submitting bid or proposal

Name of business

Prevailing Wage:

Contractor must abide by Massachusetts prevailing wage laws and regulations.

BID PRICING SHEET

Total Bid Amount:

Amount written in words:

Addenda: This bid includes addenda numbered (list all addenda numbers):

COMPANY NAME:

ADDRESS:

AUTHORIZED SIGNATURE (sign):

NAME (print):

TITLE:

PHONE:

DATE:

BID PRICING SHEET

NAME (print):

TITLE:

PHONE:

DATE:

_____ **I**

I. Labor

Labor Total

\$ _____

II. Materials

Contractor's MARK-UP

_____ %

\$ _____

Materials Total

\$ _____

III. Total Bid Amount

Labor Total

\$ _____

Materials

Materials Mark-up Total

\$ _____

Totals (Labor & Materials)

\$ _____

Amount written in words:

Addenda: This bid includes addenda numbered (list all addenda numbers):

COMPANY NAME:

ADDRESS:

AUTHORIZED SIGNATURE (sign):

NAME (print):

TITLE/DATE:
