

**TOWN OF EASTHAM
INFORMATION FOR BIDDERS AND SPECIFICATIONS
PURCHASE AND INSTALLATION OF NEW HEATING SYSTEM**

1. INTENT, RECEIPT, OPENING AND AWARD OF BIDS

It is the intent of the Town of Eastham to purchase and install a new heating system for the Eastham Town Hall. Bids will be received at Eastham Town Hall, 2500 State Highway, Eastham MA until FRIDAY, MARCH 9, 2012, at 2:00 PM. Bids must be submitted in a sealed envelope clearly marked on the outside of the envelope: "BID: PURCHASE AND INSTALLATION OF NEW HEATING SYSTEM." The outside of the envelope must also show the name and address of the bidder. Bids received after the time and date established herein WILL NOT be accepted or considered, regardless of the cause for delay in the submission of such bids. The Town Administrator reserves the right to accept and/or reject any and all bids and waive any informalities in bidding procedures to the extent allowed by law and make the award as may be deemed to be in the best interest of the Town. The contract will be awarded to the lowest, responsive, responsible bidder .

2. BID FORMS

Each bid shall be submitted on the form, attached here as **EXHIBIT A**. Non-collusion and Tax Compliance Certification, attached hereto as **EXHIBIT B**, must be submitted with each bid. **EXHIBIT C** is a list of references, also to be submitted with the other two exhibits. Both **EXHIBIT A** and **EXHIBIT B** must be signed by an official authorized by the corporate entity to sign contracts. All bid prices must be firm for a 60 day period.

3. BID DEPOSIT

Each bid submitted shall be accompanied by a bid deposit in the form of a certified check, bank treasurer's check, cashier's check, cash, or bid bond issued by a surety company licensed by the State Division of Insurance in an amount equal to 5% of the bid.

All bid deposits will be returned when a contract is signed or if no award is made, within sixty (60) days after the date of opening the bids.

4. WITHDRAWAL AND/OR MODIFICATION OF BIDS

Any bid may be modified or withdrawn prior to the opening of bids. No such modification or withdrawal shall be allowed once the bids are opened.

5. GENERAL REQUIREMENTS

It is the intent of the Town of Eastham to secure a new heating system that has two (2) high-efficiency gas boilers of the latest commercial design and will be complete with all of the necessary accessories for complete installation as specified herein. The equipment supplied and installed shall meet the requirements of the National Electric Code, along with all applicable state and local codes and regulations. The proposed heating system shall be in compliance with the Commonwealth of Massachusetts Emission regulations at the time of installation/commissioning. All equipment shall be new and of current production of a firm that manufactures the controls, circulators, and assembles the heating equipment as a complete and coordinated system. All work shall be performed in a workmanlike manner by licensed professionals and shall carry a full year warranty for parts and service.

4. MINIMUM SPECIFICATIONS

4.1 *Removal and disposal of existing boiler:*

COMPLIES (?) YES___ **NO**___ **Exceptions:**_____

4.2 *Installing new high efficiency gas boilers:*

Two Viessmann Vitodens 200-WB2B-105 96% efficient boilers
104,000 to 370,000 BTU each or equal

COMPLIES (?) YES___ **NO**___ **Exceptions:**_____

4.3 *Mounting racks with low loss header*

COMPLIES (?) YES___ **NO**___ **Exceptions:**_____

4.4 *Expansion tank, fill valve, backflow and auto vents*

COMPLIES (?) YES___ **NO**___ **Exceptions:**_____

4.5 *Circulators as required for the boilers*

COMPLIES (?) YES___ **NO**___ **Exceptions:**_____

4.6 *Required gas and condensate piping*

COMPLIES (?) YES___ **NO**___ **Exceptions:**_____

4.7 *Required PVC venting*

COMPLIES (?) YES___ **NO**___ **Exceptions:**_____

4.8 *Veissman cascade boiler control*

COMPLIES (?) YES ___ NO ___ Exceptions: _____

4.9 *Removal and disposal of existing circulator*

COMPLIES (?) YES ___ NO ___ Exceptions: _____

4.10 *Replacing two floor-mounted circulators with two Taco circulators*

COMPLIES (?) YES ___ NO ___ Exceptions: _____

4.11 *Installation of all piping for the circulators*

COMPLIES (?) YES ___ NO ___ Exceptions: _____

4.12 *Insulation of all new pipe work*

COMPLIES (?) YES ___ NO ___ Exceptions: _____

4.13 *All electrical work shall be included*

COMPLIES (?) YES ___ NO ___ Exceptions: _____

5. QUALITY ASSURANCES

All work shall comply with all governing codes/regulations/laws. Contractor shall provide products of acceptable manufacturers which have been in satisfactory and similar use for at least three (3) years. Installers must be experienced and qualified. All materials must be handled, delivered and stored in accordance with manufacturer's instructions. All manufacturer warranties, expressed or implied, shall be in force upon completion of the project.

6. WARRANTY, GUARANTEE AND MAINTENANCE; TESTS AND INSPECTION; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee

A one-year warranty for the heating system shall be included to guarantee against defective material and workmanship in accordance with the manufacturer's published warranty from date of start-up. Additionally, a one-year warranty shall be included from the local installer against any installation defects.

The manufacturer of the boilers and its distributor shall maintain a 24-hour parts and service organization. This organization shall be regularly engaged in a maintenance contract program to perform preventive maintenance and service on equipment similar to that specified. A service agreement shall be available and shall include system operation under simulated operating conditions, adjustment to the boilers, controls, and circulators as required, and certification in the owner's maintenance log of repairs made and proper function of all systems.

The contractor warrants and guarantees to owner that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 6.

Access to Work

The Town of Eastham's representatives, testing agencies and governmental agencies with jurisdictional interests will have access to the work at reasonable times for their observation, inspection and testing. The contractor shall provide proper and safe conditions for such access.

Tests and Inspections

The contractor shall give the Town of Eastham timely notice of readiness of the work for all required inspections, tests or approvals.

Neither observations by The Town of Eastham nor inspections, tests, or approvals by others shall relieve the contractor from his obligations to perform the work in accordance with the contract documents.

One Year Correction Period

If within one year after the date of completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the contract documents or by any specific provision of the contract documents, any work is found to be defective, the contractor shall promptly, without cost to the Town of Eastham and in accordance with the Town's written instructions, either correct such defective work, or, if it has been rejected by the Town, remove it from the site and replace it with non-defective work. If the contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Town of Eastham may have the defective work corrected or the rejected work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by the contractor. In special circumstances where a particular item of equipment is

placed in continuous service before completion of all the work, the correction period for that item may start to run from an earlier date if so provided in the specifications or by written amendment.

7. INSTALLATION

The successful contractor shall install the complete heating system including all fuel connections in accordance with the manufacturer's recommendations.

Preference will be given to a bidder who is able to perform the work on:

April 14, 15, and 16, 2012.

The entire heating system shall be installed at the Eastham Town Hall located at 2500 State Highway, Eastham, MA. The following requirements apply:

- a. Installed wiring shall meet NEC codes as well as state and local inspections.
- b. The location of any new venting systems for the boilers that may be sidewall installed shall be chosen in consultation with the Town of Eastham, and in consideration of the historic exterior of the Town Hall.
- c. New tees to be installed for future indirect water heater needs, or alternate piping arrangement using "low-loss distribution manifold."
- d. At completion of final testing, touch-up any painted areas as required to keep the equipment in as new condition, and restore the installation area.

8. PERFORMANCE BOND

A performance bond in the amount of 50% of the total bid amount, either a Cashier's Check or Insurance Bond, shall be issued by a firm authorized to do business in the Commonwealth of Massachusetts to the Town by the contractor upon award of the project. Should the contractor fail to make delivery or maintain the equipment specified in these specifications, the bond may be retained by the Town as liquidated damages. Any bond amount on file with the Town will be returned within ten (10) days after successful completion of the installation.

All bids submitted in response to this Invitation to Bid shall remain firm and available for acceptance for sixty (60) days following the bid opening.

9. BID DOCUMENTS, BONDS, AND INSURANCE

- a. The contractor shall be prepared to submit proof of payment of Prevailing Wages as detailed on the Minimum Wage Rate Scale included in this bid package. Submission of certified payroll(s) is required.
- b. The contractor shall carry and maintain insurance, as required by applicable laws and regulations, but not less than specified below and in such form as shall protect the Town from all claims and liability for damage and

personal injury, including accidental death, and for property damage which may arise from the operations covered under this agreement. The minimum coverage and amounts of such insurance shall be as follows:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury	\$1,000,000 Each Occurrence \$3,000,000 Aggregate
Products Completed Operations	\$3,000,000 Aggregate

PROFESSIONAL MALPRACTICE/ERRORS AND OMISSIONS INSURANCE POLICY

\$1,000,000 per Claim
\$2,000,000 Aggregate

AUTOMOBILE LIABILITY

Bodily Injury and Property Damage CSL	\$1,000,000 Each Occurrence
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UMBRELLA POLICY

General Liability	\$2,000,000
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WORKER'S COMPENSATION

As Required by Massachusetts General Laws	\$500,000 Each Accident \$500,000 Contract Limit \$500,000 Each Employee
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The policies shall be so written that the Town of Eastham will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. A Certificate of Insurance from the insurance carrier, stating the limits of liability and the expiration date, shall be filed with the Town before operations may commence. The Town will be noted as an additional insured on the certificate.

10. INDEMNIFICATION

The successful bidder shall agree to indemnify and hold harmless the Town of Eastham and its officers, employees, boards, commissions, agents, and representatives from and against all claims, causes of actions, suits, damages, and liability of any kind which arise out of the acts, negligence, or willful misconduct of the successful bidder or its officers, employees, agents and representatives.

12. METHOD OF PAYMENT

The contractor shall submit invoices to the Town for service performed. Bills without full information will be rejected without late charge accrual. The Town shall make payments as appropriate to the contractor within thirty days after receipt of the invoice, but late payments shall not be cause for interest payments unless such late payments are consistent for a consecutive three month period.

**TOWN OF EASTHAM INVITATION TO BID
PURCHASE AND INSTALLATION OF NEW HEATING SYSTEM
EXHIBIT A**

NAME OF COMPANY: _____

Address: _____

Telephone: _____ **fax:** _____ **cell:** _____

Amounts shall be given both in words and figures. In case of discrepancy, the amount expressed in words shall govern.

BID PRICE for purchase and installation of new heating system in the Eastham Town Hall, 2500 State Highway, Eastham MA 02642.

\$ _____ \$ _____

Amount in figures

Amount in words

BID PRICE for purchase and installation of a new heating system in the Eastham Town Hall, installation to take place on April 14, 15, and 16.

\$ _____ \$ _____

Amount in figures

Amount in words

Signature of official authorized to bind the bidder to a firm offer for a sixty (60) day period:

Signature, Authorized Official

Printed Name

Date

Affix Corporate Seal if bid by a Corporation

**TOWN OF EASTHAM
INVITATION TO BID
PURCHASE AND INSTALLATION OF NEW HEATING SYSTEM
EXHIBIT B**

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the 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 signing bid or proposal)

(Name of business)

STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security or

Federal Identification Number:

Signature of individual signing

Bid or proposal:

Dated:

**TOWN OF EASTHAM
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EXHIBIT C
LIST OF REFERENCES**

Bidders must provide a list of at least three (3) references of locations where similar equipment as been supplied and installed, along with the name of a contact person and a telephone number where he/she may be reached.

NAME/BUSINESS/GOV. AGENCY: _____

Contact Person: _____

Address: _____

Telephone: _____

NAME/BUSINESS/GOV.AGENCY: _____

Contact Person: _____

Address: _____

Telephone: _____

NAME/BUSINESS/GOV.AGENCY: _____

Contact Person: _____

Address: _____

Telephone: _____