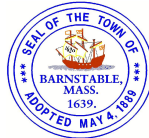


TOWN OF BARNSTABLE
Department of Public Works
Structures & Grounds Division

Invitation for Bid

**ON CALL SERVICE PROVIDER
FOR THE HYANNIS YOUTH & COMMUNITY CENTER (HYCC)
INDUSTRIAL HVAC AND INDUSTRIAL REFRIGERATION (ICE
RINK) CONTRACTOR FOR
MAINTENANCE AND REPAIR CONTRACT**

**Contract Term: Approx. 12/1/16 – 6/30/2017
with Two (2) One (1) Year Options
For 7/1/17 – 6/30/18 and 7/1/18 – 6/30/19**



Issued: November 1, 2016 (re-issued)

Bids due: November 28, 2016, no later than 2 pm

**Mandatory Facility Visit required by appointment: Contact Steve Sundelin,
508-790-6320 or 508-889-1160 (cell)**

**Key Contact: Johanna Boucher, Chief Procurement Officer (508) 862-4741
Johanna.boucher@town.barnstable.ma.us**

This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid and all associated documents to check the Town of Barnstable Bid & RFP System (www.townofbarnstable.us) for any addenda or modification to this solicitation, if they intend to respond. The Town of Barnstable accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document or documents obtained from other sources. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

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Prevailing Wages dated 9/28/16 available under separate cover.

SEE PAGE 18 FOR BID SUBMITTAL REQUIREMENTS SUMMARY

**INVITATION FOR BID
LEGAL ADVERTISEMENT
TOWN OF BARNSTABLE
DEPARTMENT OF PUBLIC WORKS**

The Town of Barnstable Department of Public Works, through the Chief Procurement Officer for the Town of Barnstable, is soliciting bids from qualified Industrial HVAC and Industrial Refrigeration Equipment maintenance and repair for the following services in accordance with Chapter 149, Massachusetts General Law.

**"ON CALL INDUSTRIAL HVAC AND INDUSTRIAL REFRIGERATION (ICE RINK) SERVICES
PROVIDER FOR MAINTENANCE AND REPAIRS"**

The contract being offered is for a period of 7 months, until the end of fiscal year 2017 (6/30/2017), with two (2) one (1) year options at the sole discretion of the Awarding Authority. The contract value is Not to Exceed \$50,000.00 per year. All contracts must be strictly awarded in accordance with the requirements of this Invitation for Bid and MGL149. The Town of Barnstable has no discretion under the law to consider bids that fail to comply with those requirements, except for minor informalities as permitted by MGL. If it becomes necessary to revise any part of this Bid or otherwise provide additional information, an addendum will be issued to all prospective bidders who received copies of the original request.

Specifications and bid forms will be available on the Town of Barnstable website, Bid & RFP System at www.townofbarnstable.us. Contact: Johanna Boucher, Chief Procurement Officer, 230 South Street, 3rd floor, Hyannis, MA 02601, telephone number (508) 862-4741, fax (508) 862-4779.

Bids are due in the Chief Procurement Officer's Office, 230 South Street, 3rd Floor, Hyannis, MA 02601, no later than **2:00 p.m. on November 28, 2016** and the bid opening will be at that time. All bids must be received prior to the opening to be considered.

A bid deposit of 5% (on the base bid only) is required with the bid submittal in the form of a bid bond or certified or bank check. Prevailing wages as determined by the Department of Labor and Industries under the provisions of Massachusetts General Law c. 149, s.26 apply to this contract. OSHA 10 certification to be submitted with bid and is required for any worker performing work on Town property. The Town of Barnstable reserves the right to reject any or all bids when it deems to be in the best interest of the Town. A contract award will be made by the Town of Barnstable within 30 days after the bid opening.

CHAPTER 149 APPLIES: Full compliance with Federal, State and Municipal Wage Laws is required of all work done for the Town of Barnstable. Minimum Wage Rates as determined by the Commissioner of Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. Wage Rates dated 9/28/16 shall be provided in the bid specification and are applicable to this project. Updated wage sheets shall be obtained for each option year, if so exercised. Contractors shall be required to comply with all applicable Massachusetts General Law Chapter 149, and all other applicable Massachusetts General Laws.

BID SUBMISSION REQUIREMENTS

- A. Attention of all bidders is directed to Chapter 149 of the General Laws of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.
- B. The bidder shall submit the bid upon forms furnished by the Town of Barnstable. All bids shall be in ink or typewritten and the bid form must be filled out completely. The price shall, without exception, include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the equipment and accessories supplied.
- C. All bids shall be signed correctly in ink by the individual or in the case of a firm, partnership or corporation, by a person having the legal authority from said firm, partnership, or corporation to sign the bid.
- D. All bids shall be submitted to the Town of Barnstable, Chief Procurement Officer, , 230 South Street, 3rd Floor, Hyannis, MA 02601, on or before the date and time stated in the "Notice to Bidders". Each bid shall be in a sealed envelope, clearly marked "On Call Industrial Refrigeration/ Industrial HVAC" on the outside of the envelope, and the name and address of the bidder.
- E. Bid forms shall be completely filled in. Bids which are incomplete, conditional or obscure, or which contain additions not called for, will be rejected. Use the pages of this document when submitting proposal and submit contract document intact.
- F. Bidders may correct, modify or withdraw the original bids on or before the date and time stated in the "Notice to Bidders". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the bidder. A bidder who wishes to withdraw a bid must make the request in writing.
- G. A bidder may withdraw a bid after the public opening of the bid only if a mistake is clearly evident on the face of the bid document, but the intended correct answer is not evident.
- H. Any bid received after the date and time stated in the "Notice to Bidders" shall not be opened. Unopened bids will be returned to the bidder.
- I. Bids will be publicly opened and read at the date and time stated in the "Notice to Bidders". All interested parties are invited to be present.
- J. No award will be made to any bidder who cannot satisfy the Town of Barnstable that they have sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The owner's decision or judgment on these matters shall be final, conclusive and binding. Conditional bids will not be accepted.
- K. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the areas and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.
- L. Each bidder shall acknowledge receipt of any and all addenda issued to the invitation for bids by so indicating on the Bid Sheet. Failure to do so shall be cause to reject the bid as being non responsive.

- M. The contract will be awarded within thirty days after the actual public bid opening date, subject to the availability of funds, to the lowest responsive, responsible bidder complying with the conditions set forth in the bid document, provided the bid, in the opinion of the awarding authority, is reasonable and it is in the best interest of the Town of Barnstable to accept it.
- N. Payment for services will be processed as noted in the Scope of Work under Invoicing.
- O. The bidder's attention is directed to the fact that all applicable State laws, Municipal ordinances, and the rules and regulations of all authorities having jurisdiction over bid/purchase shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- P. Each bidder must sign and submit a "Certificate of Non-Collusion" form and a "State Tax Certification" form with the bid sheet. (These forms are included in the bid documents).
- Q. If services of the bidder are subsequently deemed to be unsatisfactory to the Town of Barnstable and are in violation of these specifications, the Town of Barnstable shall notify the said bidder in writing. If mutually agreeable arrangements cannot be achieved between the Town and the contractor, the contract will be terminated. Notice of termination shall be in writing and notification will be sent by registered or certified mail. Termination will become effective three days after mailing said notification.
- R. In the event there are tied best prices from responsive and responsible bidders, the following methods of breaking the tie shall be employed unless otherwise provided for in these bid documents: The bidder's names shall be entered on a slip of paper and placed in a hat. The award shall then be made to the bidder whose slip is drawn from the hat. The drawing of the slip from the hat shall be performed in the presence of the tied bidders unless they waive their right to be present in writing.

Minimum Experience Requirements:

1. Contractor firms must have at least five (5) years of relevant experience in their particular trade(s) prior to responding to this bid, specifically experience in municipal Industrial HVAC and Industrial Ice Rink Refrigeration Equipment (including ammonia based systems) and associated electrical work of similar scope and size equipment and be able to commit to the required response times stated in this bid document. (1 hr emergency, 24 hours standard call)
2. All bidders must demonstrate type and length of experience by providing references and similar projects for a minimum of five years with a minimum of 5 repair projects for similar ammonia based ice rink refrigeration equipment and 5 Industrial HVAC projects(see Attachment A for equipment listing).

Description of Procurement

The purpose of this procurement is for the Department of Public Works Structures & Grounds Division to contract with qualified contractors to provide Industrial HVAC and Industrial Refrigeration (Ice Rink) Equipment maintenance and repair services on an on-call basis and that the service provider be able to respond to emergency calls as defined herein.

Term of Contract

The initial term of this contract is for the period of 7 months, until the end of fiscal year 2017 which is 6/30/2017, with two (2) one (1) year options at the sole discretion of the Awarding Authority.

Contract and Performance Specifications

SCOPE OF WORK

The nature of the services provided will include on call Industrial HVAC and Industrial Ice Rink Refrigeration Equipment maintenance and repair services contractor for Town of Barnstable Hyannis Youth and Community Center (HYCC) located at 141 Bassett Lane, Hyannis, MA. The bid shall be for an hourly fixed rate for call out hours between 7:00 a.m. and 5:30 p.m., Monday thru Friday and a fixed rate for call out hours from 5:30 p.m. to midnight and midnight to 7:00 a.m. and a fixed rate for Saturdays, Sundays and Legal Holidays. The bid form must include all services rates for the service categories that would be required for these services including Industrial HVAC, Industrial Refrigeration and related Industrial Electrical. The successful bidder must agree to around the clock coverage and shall provide the Structures & Grounds Supervisor and HYCC General Manager with a telephone number, cell phone number, and a pager number where the contractor can be reached in an emergency. Due to the nature of possible emergencies related to TOWN facilities, response time for emergency callouts (i.e. ammonia related issues) shall be within 1 hour and regular (non-emergency) callouts within 24 hours. There will be no compensation for mileage or travel time. Billable hours shall commence upon arrival at the job site. Minimum rate shall be the same for all call back periods and must be noted as part of your bid. It is expected that the service vehicle used for all service trips will be well stocked with standard replacement parts and a complete set of standard tools and equipment so as to eliminate unnecessary time away from the job site.

Technicians must be licensed and certified in Massachusetts as required by law.

1. Industrial Refrigeration (including ammonia based systems) and hazmat training as a level 1 responder (i.e. ammonia)
2. Industrial HVAC
3. Industrial Electrical

Although not anticipated, the Town reserves the right to extend the contract for use by other departments of the town Services, if authorized in advance by the Procurement Office.

The Service Provider will perform work as directed by the Structures & Grounds Supervisor or HYCC General Manager or their designee. The contractor shall provide quote for repairs/maintenance and receive approval prior to proceeding with work. The Town reserves

the right to award any work to an alternate source if a mutually agreeable repair cost is not agreed upon by the Town and the awarded contractor. The not to exceed value of the contract and option years is not a guaranteed amount of work and the Town is only responsible for work as approved and authorized to proceed by the Town.

The contractor employee shall report to the Structures & Grounds Supervisor or the HYCC General Manager or their designee prior to commencing and terminating his work. The contractor shall be required to be available, at no cost to the Department of Public Works during the working day, at times mutually convenient to himself and a representative of the Department of Public Works for consultation regarding potential work, to visit work locations and to prepare estimates. If the Contractor finds upon examination of the assigned job, that the work will be more extensive than originally ordered, he should contact the Town immediately for authorization to proceed with the additional work.

Where required by law, contractors must possess a valid license/registration to perform services in the Commonwealth of Massachusetts. A copy of any required license/registration for the type of services to be provided under this contract must be submitted with the bidder's response.

Contractors must have at least five (5) years minimum of relevant experience of similar size and scope as noted in "Type of Work" below, in their particular trade(s) prior to responding to this bid, specifically experience in the Industrial HVAC and Ammonia Based Ice Rink Refrigeration equipment and be able to commit to the required response times stated in this bid document.

Any and all work performed throughout the duration of the contract must be guaranteed by the contractor to be completed in a workmanship-like manner and according to applicable codes and industry-accepted standards. Unless otherwise stated in specifications for a particular job, the contractor will supply all labor, equipment necessary to complete a service. The Department of Public Works shall provide the materials for a assigned job unless previously authorized by the Town. The contractor will be responsible for securing any and all necessary permits to commencing work on any job. Emergency repairs will require that the contractor file for the permit within three days of the emergency repair. Emergency needs require 24 hour, 7 day a week availability of a service. Please respond in your bid if you are unable to abide by this.

It is the condition of the contract that the Contractor shall respond to an emergency request within one (1) hour after receiving notification of emergency.

NON-EMERGENCY REPAIRS must start within twenty four (24) hours of receipt of a work order initiated by the Structures & Grounds Supervisor or the HYCC General Manager or their designee.

This service must be provided on a 24 hour per day/7 days per week basis. If the contractor fails to respond in the required time period, this may be grounds for cancellation of this contract.

Services solicited through this BID are subject to the Massachusetts Prevailing Wage Laws. Applicable Prevailing Wage Rates are issued with this BID. These will become a part of any

contract resulting from this BID. These wage rates will be valid for the duration of the contract including all renewals. It is the responsibility of the contractor to adhere to the Prevailing Wage Laws and all requirements. The contractor must submit a Weekly Payroll Report Form, which is included with this BID, to the Structures & Grounds Supervisor.

It is intended that the Contractor shall accomplish the majority of work during normal business hours and on a straight time basis. Except from emergency call, contract work shall be accomplished during normal daytime business hours of the facility unless prior approval has been obtained from the Structures & Grounds Supervisor or HYCC General Manager. Standard hours of work shall be Monday-Friday 7:00 a.m. until 5:30 p.m. 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 representative of the Town of Barnstable and must meet all state and town Building Codes.

The hourly rates reflect the amount a contractor will charge per hour only - not per hour per person. Only one tradesman shall be assigned to work on a job. Prior permission must be received before the contractor can assign more than one worker per job, including apprentices/helpers. The town reserves the right to question whether additional personnel are warranted on a particular job based upon each job quote/proposal and performance status.. However, the contractor must arrive at any routine job that he has quoted prepared with the appropriate personnel, equipment and supplies to perform the project with minor off-site time and travel.

The Contractor shall only use trained and licensed personnel who are directly employed and supervised by the Contractor unless prior approval is obtained. The Contractor shall not subcontract or sublet any portion of the work unless approved in advance by the S&G Supervisor or HYCC General Manager.

The Town of Barnstable reserves the right to inspect any and all work performed and in progress under these contracts. Any omission or failure on the part of the Town of Barnstable's representative to disapprove or reject inferior or defective work or contractor supplied materials shall not be construed to be an acceptance of such work or material. If any defective work or material (if supplied by the contractor) 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 it without extra charge.

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 (contractor supplied), workmanship and installation.

The Contractor warrants that, unless otherwise specified, all contractor supplied 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 deemed unacceptable and will not be paid.

The awarding of this on call contract is not a guarantee of providing all the stated services to the Town. The Town reserves the right to obtain services from another contractor at its option if deemed in their best interest.

Submission of Questions

Prospective Bidders may submit questions to the Chief Procurement Officer regarding this solicitation by email not later than 11/21/16, 12 noon.

| | |
|--|---------------------------------------|
| Procurement & Risk Management | 508-862-4741 |
| 230 South Street | 508-862-4779 (fax) |
| Hyannis, MA 02601 | johanna.boucher@town.barnstable.ma.us |
| Johanna Boucher, Chief Procurement Officer | |

Instructions for Submission of Responses

Bidder Response Package:

All Bids are due in the Purchasing Department, 230 South Street, Hyannis, MA by 2:00 p.m. on November 28, 2016, and a public bid opening will follow in the Chief Procurement Officer's office. All areas of this bid must be filled out, the Town reserves the right to reject any Contractor that does not fill out the bid in its entirety.

References

Complete attached reference sheet.

The Chief Procurement Officer has the right to verify any references included in a bidder's response and to conduct any other reference or credit checks, as the Chief Procurement Officer deems appropriate. The Chief Procurement Officer also reserves the right to use historical information, whether gleaned from references provided, previous contract performance or outside sources in the evaluation of a bidder's response. Poor references or past history may result in a bidder not being awarded a contract.

Mandatory Facility Visit required by appointment: Contact Steve Sundelin, 508-790-6320 or 508-889-1160 (cell)

Contractor Performance Criteria

Each contractor's performance will be evaluated on an ongoing basis and these evaluations will be utilized in determining whether to renew a contract. Contractors **must** notify the Chief Procurement Officer within 7 days of any change in address, phone or fax numbers and or contact names.

On-Call 24 hours a day, 7 days a week for emergency work and other repair requirements found by maintenance staff.

Contract Value

The not to exceed value of the contract is being set at \$50,000.00 for the initial 7 month contract period and \$50,000.00 each for the two option years if so exercised by the Town.

Funding to be encumbered for each project based on approved repair cost estimate as approved by the Structures & Grounds Supervisor and HYCC General Manager. The Town is not responsible for any unused portion of this contract value. Funding for this contract beyond Fiscal Year 2017 is subject to the yearly appropriation of funding.

The hours contained in the bid form are to be utilized in determining the lowest bidder and are not a guarantee of a contractual value. The services required by this bid will be provided on an intermittent basis, as needed. Erratic scheduling based on actual needs of the Department of Public Works, Structures & Grounds Division should be taken into consideration by potential bidders.

Rates

The work shall be performed under the direction of the Structures & Grounds Supervisor based on an hourly rate of compensation.

The contractor shall submit with his bid, the hourly rate of all potential trade categories (i.e. master, journeyman, apprentice). The Contractor shall specify any and all regular and overtime hourly rates. He shall also specify which time periods and days apply to each and every rate. The submitted rates shall include complete manpower costs involved with accomplishing the required work.

The contract shall also include a material markup percentage for all supplies not provided by the Town utilized in performing the work.

Payment will be made for the work performed as authorized in advance, in writing, by the Structures & Grounds Supervisor.

No overtime will be paid for unless authorized by the appropriate supervisor.

Prevailing Wage Rates, M.G.L. Chapter 149, have been applied for and the established rates will be made a part of the contract. Updated prevailing wages will be applied for and will be applicable for each option year, if exercised by the Town.

Guarantee

All labor, contractor supplier materials and equipment furnished under this Contract shall be guaranteed by the contractor for a period of one (1) year from the date of final acceptance of all work. In the event of failure of materials or equipment during the guarantee period, the defective segment shall be replaced promptly, upon notice from the Town of Barnstable, by, and at the expense of the contractor.

Responsibility

It is the Contractor's responsibility to supply and furnish all materials, equipment, labor, tools, testing equipment.

It is the Contractor's responsibility to strictly adhere to all local, State and Federal codes, rules and regulations having application to the work requested of the awarded Contractor.

If the work is of a nature to be performed required a building permit, the appropriate permit shall be obtained by the contractor from the Town of Barnstable Building Department. It is the contractor's responsibility to schedule all required inspections. The permit number must be included on the face of the work order.

It is the Contractor's responsibility to clean up the work area upon completion of task, and remove from the premises any rubbish, which may have come about as a result of completing the task.

All contractor supplied material used will be new, first quality, and must conform to applicable codes. All workmanship must be of the highest quality required of a properly licensed, experienced applicable trade contractor employee.

Invoicing

The Department of Public Works, Structures & Grounds Division reserves the right to audit vouchers for material to determine proper pricing.

Each invoice will be based on time and approved contractor supplied materials. As a rule, most materials will be supplied by the Town. Labor costs will be reflected separately and will be billed in accordance with the applicable contract hourly rates. Contractor supplied Material used will be reflected in the invoice by quantity and unit cost including applicable markup. Each invoice shall have a complete break out of labor, materials and any other miscellaneous charges.

Labor Charges: All labor charges will be based solely on the actual time expended to perform the required work. Labor charges will not be based on a "portal to portal" operation.

No partial payment requests shall be submitted until the entire job is completed unless approved in advance by the Structures and Grounds Supervisor. Invoices must be mailed in duplicate within thirty (30) days after each job has been completed to:

Structures & Grounds Supervisor
800 Pitcher's Way
Hyannis, MA 02601

Each invoice must reflect the Work/Service Order Number assigned to that job. In addition, each invoice shall be supplemented with a written service report reflecting:

- a. Location and Date
- b. Time allocation to complete work
- c. Brief description of work performed
- d. Name and number of parts replaced, with a statement if rebuilt or new parts or components were used.
- e. Recommendation or comments pertaining to the installation and or operations.

Purchases made by the town are exempt from federal excise taxes and material prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.

CONTACT INFORMATION

The contractor must have an answering machine and one of the following: pager or cell phone.

Under no circumstances shall any service calls be received by the contractor by any source other than those persons listed below. The contractor shall make no plans to repair any item in any town property without the explicit permission of the following supervisors:

Steve Sundelin
Structures & Grounds Supervisor
800 Pitcher's Way
Hyannis, MA 02601
508-790-6320

MISCELLANEOUS INFORMATION

No labor charge will be allowed for the picking up of parts for use at the job site.

The Department of Public Works reserves the right to do any repairs that may fall under this contract with Town employees.

NO WORK may be subcontracted for any reason without explicit permission of the Town of Barnstable Department of Public Works, Structures & Grounds Division. If any tradesman from any other company or a non-specified worker from the contracted company is found on Town of Barnstable property without permission that person will be asked to leave the premises. If any tradesman from another company is found on the Town of property without permission and this person was sent by the company with which the Department of Public Works has a contract with, this will be absolute grounds for cancellation of the contract.

GENERAL SPECIFICATIONS

Insurance

1. Indemnification

The Contractor shall indemnify, defend, and save harmless the TOWN, all of the TOWN officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement . 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 contract with the TOWN.

2. General Requirements

(a) The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Barnstable. All such insurance carried

should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Contractor shall defend, indemnify, and hold harmless the Town of Barnstable, its elected or duly appointed offices, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependents pursuant to the agreement.

(b) With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Barnstable and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the Town of Barnstable, Procurement & Risk Management.

(c) Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and shall constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor. Annually, at time of Contractor's policy renewal, updated insurance certificates shall be sent to the Town of Barnstable, Procurement & Risk Management, 230 South Street, Hyannis, MA 02601.

(d) No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Contractor.

(e) All insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable and shall constitute a material part of the contract documents.

3. **Comprehensive General Liability Insurance**

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (*as may be required*) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

4. **Automobile Liability and Property Damage Insurance**

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level of insurance must adequately cover the liability exposure of project site and is subject to Town of Barnstable Risk Manager approval.

5. **Workers' Compensation Insurance**

The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

6. **Excess Liability Insurance**

The Contractor shall carry excess liability insurance of not less than One Million Dollars (\$1,000,000.00) covering over general liability, automobile, and worker's compensation insurance.

9. **Other Liability (as may be necessary)**

(a) The Town of Barnstable reserves the right to request proof of other insurance coverage depending upon the job for which the Contractor is hired.

(b) The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover their operations with the same minimum limits as required of the Contractor. Contractor's insurance shall be primary insurance to all insurance carried by Owner.

NOTE: Certificates of insurance must be furnished immediately upon receipt of "Acceptance of Bid" letter.

Bid Interpretations / Withdrawals

No oral interpretations will be made to any Bidder as to the meaning of any part of this IFB. Every request for such interpretation shall be made in writing by mail, fax or in person. The request for an interpretation should be clearly marked "Request for Interpretation of IFB" and addressed to:

Johanna Boucher, Chief Procurement Officer
Town of Barnstable, 230 South Street, 3rd Floor, Hyannis, MA 02601
Tel. (508) 862-4741 Fax (508) 862-4779

Johanna.boucher@town.barnstable.ma.us (preferred method of communication)

Business Hours: 7:30 a.m. through 4:00 p.m., Mon. – Fri.

Written requests for interpretation of the IFB must be received at the address above or faxed no later than **November 21, 2016, noon**. Every interpretation made to a Bidder will be in the form of an addendum to the IFB, which, if issued, will be sent as promptly as practicable to all persons to whom the original IFB had been issued. Bids may be withdrawn upon request if in writing, and received by the Town of Barnstable prior to the opening of the sealed bids.

Rule for Award

The contract will be awarded to the lowest responsive and eligible bidder as determined by the total bid price. Experience requirements will be verified and responsive times must be met.

The number of hours listed on the Bid Sheet are intended for the purpose of determining the low bid. It is not a guarantee of actual work and the number of hours per category is not meant to hold the town to a specific breakdown of work. Actual hours required on the contract may be higher or lower than the amount stated.

**TOWN OF BARNSTABLE - DEPARTMENT OF PUBLIC WORKS, STRUCTURES &
GROUNDS DIVISIONS**

BID SHEET – BIDDER NAME: _____

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with the Department of Public Works, Structures & Grounds Division and its individual purchasing entities. It is mutually agreed that the proposed contractor is an independent contractor and is in no way an agent, servant or employee of any one of the purchasing entities.

The following prices represent firm prices for the contract term as offered including options years, if exercised.

Note: Estimated hours and material costs noted below are for determining the low bidder only and are not a guaranteed minimum amount of work. Contract will be issued with a Not to Exceed value of 50,000.00 for the initial contract term and for each subsequent option year, subject to the appropriation of funding. Pricing bid as follows:

PART 1:

REFRIGERATION TECHNICIAN HOURLY RATE

1. Monday thru Friday, 7:00 a.m. to 5:30 p.m.

Licensed Technician \$_____/ per hour x 125 hours = **(A)** \$ _____

2. Monday thru Friday, 5:30 p.m. - midnight, midnight - 7:00 a.m.

Technician \$_____/ per hour x 10 hours = **(B)** \$ _____

3. Saturday, Sunday & Legal Holidays

Technician \$_____/ per hour x 10 hours = **(C)** \$ _____

HVAC TECHNICIAN HOURLY RATE

1. Monday thru Friday, 7:00 a.m. to 5:30 p.m.

Licensed Technician \$_____/ per hour x 40 hours = **(D)** \$ _____

2. Monday thru Friday, 5:30 p.m. - midnight, midnight - 7:00 a.m.

Technician \$_____/ per hour x 5 hours = **(E)** \$ _____

3. Saturday, Sunday & Legal Holidays

Technician \$_____/ per hour x 5 hours = **(F)** \$ _____

ELECTRICAL TECHNICIAN HOURLY RATE (MASTER ELECTRICIAN)

1. Monday thru Friday, 7:00 a.m. to 5:30 p.m.

Licensed Technician \$_____/per hour x 40 hours = **(G)** \$_____

2. Monday thru Friday, 5:30 p.m. - midnight, midnight - 7:00 a.m.

Technician \$_____/per hour x 5 hours = **(H)** \$_____

3. Saturday, Sunday & Legal Holidays

Technician \$_____/per hour x 5 hours = **(I)** \$_____

4. Estimated Materials Costs \$15,000 X 1._____% markup = **(J) \$_____**
(insert percentage)

| | |
|--|---|
| INITIAL CONTRACT TERM, 12/1/16 – 6/30/17 | TOTAL BID PRICE \$_____ (TOTAL A THRU J ABOVE) |
|--|---|

(note: 5% bid deposit on the amount above only)

The contract will be awarded to the lowest responsive and eligible bidder as determined by the total bid price above. Experience requirements will be verified and responsive times must be met.

PART 2:

Due to the immediate need to get a program in place at the HYCC Facility, the Town would like the bidder to submit with this bid an additional option 1 for a Preventive Maintenance Program for the facility HVAC and Refrigeration/Rink equipment. This is not part of the award decision and will be included in this on call contract at the Town's option.

For the option years, the rates will be increased based on the percentage of increase of the prevailing wages for each trade category from the inception of the contract until the beginning of the next option year, 7/1/2017 and from that date to the next inception date of 7/1/2018.

CONTRACTOR NAME: _____

AUTHORIZED SIGNATURE: _____

TEL: _____ **FAX:** _____

EMAIL: _____

DATE: _____

Contractor Name: _____ **Date:** _____

BID/SERVICE CERTIFICATIONS:

Emergency response time One (1) Hour. Yes _____ No _____

Regular response time Two (2) Hours Yes _____ No _____

All materials shall be invoiced at contractor's cost plus _____%. (SAME PERCENTAGE NOTED ABOVE)

Receipt of Addendum Number(s) ___ Dated: _____ is hereby acknowledged and reflected in the Bid price (s) shown.

The undersigned proposes to provide services as described in the "Scope of Services" and the entire bid document in accordance with the Bid Specifications prepared by the Town of Barnstable, dated **November 1, 2016**, for the Bid price(s) shown, to the Town of Barnstable, Chief Procurement Officer's Office, 230 South Street 2nd Floor, Hyannis, MA 02601.

The undersigned agrees that if presented with a Notice of Acceptance for this Contract, will within five days of receipt of a Contract Document, Saturdays, Sundays and legal holidays excluded, execute the Contract in accordance with the terms of this Bid.

The Town of Barnstable reserves the right to reject any or all bids and to waive minor informalities as provided under Chapter 149, M.G.L.

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME: _____

ADDRESS: _____

PHONE#: _____ DATE: _____

Email: _____

ON CALL PHONE # OR PAGER #: _____

(include copies of all applicable worker licenses to bid submittal)

NOTE: All quantities are estimated for bidding purposes and shall not be construed as guaranties. The contractor will be reimbursed only for actual labor & supplies used.

All quoted hourly rates shall be fully burdened billing rate.

Bid price and all calls will be for **one (1) man only unless otherwise authorized.**

Payment bonds will be required if dollar value of project authorized under the awarded contract shall exceed the dollar threshold that requires bonding. The bond fee will be billed at cost for that project.

All bids must be received at the Town of Barnstable, Chief Procurement Officer's Office, 230 South Street, 2nd Floor, Hyannis, MA 02601 prior to the bid time stated in the Notice to Bidders. Please mark envelope "On Call HYCC Refrig/HVAC Services".

REQUIRED ATTACHMENTS TO BE SUBMITTED WITH BID:

- (1) Bid Sheet (including signature page #15, 16, 17, 18)
- (2) References (page 19 - 20)
- (3) Contact Information (page 22)
- (4) Worker Information (page 23 & 25)
- (5) OSHA Certification (page 27)
- (6) Certificate of Non-Collusion (page 28)
- (7) State Taxes Certification Clause (page 28)
- (8) 5% bid deposit in the form of a bid bond bank check (of the base bid only).

REFERENCES

Bidder Name: _____

All bidders must submit a minimum of three (3) separate reference contracts for similar Industrial Ice Rink refrigeration (Ammonia Based System) and five (5) projects and the same for Industrial HVAC projects completed within the past 36 months The Town shall make the determination as to the qualifications and eligibility of any bidder based on references. We reserve the right to request additional information.

1. List ten (10) recent contracts completed for similar type projects five (5) Refrigeration (Ice Rink/Ammonia System)/five (5) Industrial HVAC including scope covered under "Type of Work", page 9):

Name: _____
Phone #: _____
Address: _____
Total Contract Amount: _____
Description of Work: _____

Name: _____
Phone #: _____
Address: _____
Total Contract Amount: _____
Description of Work: _____

Name: _____
Phone #: _____
Address: _____
Total Contract Amount: _____
Description of Work: _____

Name: _____
Phone #: _____
Address: _____
Total Contract Amount: _____
Description of Work: _____

Name: _____
Phone #: _____
Address: _____
Total Contract Amount: _____
Description of Work: _____

Name: _____

Phone #: _____
Address: _____
Total Contract Amount: _____
Description of Work: _____

Name: _____
Phone #: _____
Address: _____
Total Contract Amount: _____
Description of Work: _____

Name: _____
Phone #: _____
Address: _____
Total Contract Amount: _____
Description of Work: _____

Name: _____
Phone #: _____
Address: _____
Total Contract Amount: _____
Description of Work: _____

Name: _____
Phone #: _____
Address: _____
Total Contract Amount: _____
Description of Work: _____

3. Have you been in business more than five (5) years?
Yes _____ No _____

COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

CONTACT INFORMATION

For service calls or information this department will need contact sources. Service must be provided 24 hours per day/7 days per week.

REGULAR SERVICE CALLS

For service calls Monday thru Friday, between 7:00 a.m. and 5:30 p.m., exclusive of holidays, the contact person will be:

- 1. Primary Contact: _____
Person's title: _____
Person's telephone #(s): _____
- 2. Secondary Contact: _____
Person's title: _____
Person's telephone #(s): _____

AFTER HOURS/SATURDAY/SUNDAY/HOLIDAY CALLS

For emergency calls Monday thru Friday, between 5:30 p.m. and 7:00 a.m. and Saturday, Sunday and legal Holidays, the contact person(s) will be:

- 1. Primary Contact: _____
Person's title: _____
Person's telephone #(s): _____
- 2. Secondary Contact: _____
Person's title: _____
Person's telephone #(s): _____

All calls must be returned within 30 minutes.
Beeper numbers are acceptable. Please note above if you are giving a beeper number.

WORKER INFORMATION

List the names of licensed technicians that would be assigned to work for the Town of Barnstable, Structures & Grounds Division. These stated personnel must have the required industrial refrigeration (ice rink/ammonia based) and Industrial HVAC maintenance and repair experience noted in this bid document.

Note: It will be required that those persons listed below will be the only tradesmen allowed to work or assign work in town buildings or property. If any other person is assigned by the contracting company, without a valid reason, this may be cause for cancellation of this contract.

NON-SPECIFIED TRADESMEN WILL NOT BE ALLOWED ON TOWN PROPERTY AT ANY TIME. THIS CONTRACT IS FOR BONA FIDE, EXPERIENCED TRADESMEN. ALL TRADESMEN ASSIGNED MUST BE TOTALLY FAMILIAR WITH THE WORK THAT IS TO BE PERFORMED. ONLY ONE TECHNICIAN WILL BE ASSIGNED TO WORK ON ANY ONE PROBLEM AT ONE TIME. THERE ARE NO EXCEPTIONS UNLESS APPROVAL IS GIVEN BY THE DEPARTMENT OF PUBLIC WORKS, STRUCTURES & GROUNDS DIVISION BEFORE WORK PROCEEDS. THIS IS AN ABSOLUTE CONDITION.

All information must be updated. If there are any changes in personnel with respect to this contract the appropriate Department of Public Works supervisor must be notified of this immediately in writing or there may be grounds for breach of contract. If this is a temporary personnel change (i.e. worker calls in sick) the appropriate Department of Public Works supervisor must be verbally notified of this before the alternate workman enters a Town building.

_____ **TECHNICIAN**

Name: _____

Title/position: _____

of years with company: _____

of years experience: _____

MINIMUM – 5 YEARS

Photocopy of license required - State License #: _____

Give a brief description of work experience, type of equipment or jobs this person is familiar with:

_____ **TECHNICIAN**

Name: _____

Title/position: _____

of years with company: _____

of years experience: _____

MINIMUM – 5 YEARS

Photocopy of license required - State License #: _____

Give a brief description of work experience, type of equipment or jobs this person is familiar with:

_____ **TECHNICIAN**

Name: _____

Title/position: _____

of years with company: _____

of years experience: _____

MINIMUM – 5 YEARS

Photocopy of license required - State License #: _____

Give a brief description of work experience, type of equipment or jobs this person is familiar with:

_____ **TECHNICIAN**

Name: _____

Title/position: _____

of years with company: _____

of years experience: _____

MINIMUM – 5 YEARS

Photocopy of license required - State License #: _____

Give a brief description of work experience, type of equipment or jobs this person is familiar with:

Town of Barnstable Procedures
OSHA Training Certification of contractors

As of July 1, 2006, the Town of Barnstable will comply with the amended MGL chapter 30 section 39s "**Contracts for Construction: Requirements**" as follows.

The Town of Barnstable in all bids and contracts that fall under the application of this law, as amended, will require bidders and/or contractors to comply with the requirements of certifying that they and their employees have complied with MGL Chapter 30 Section 39s. This law requires successful completion of a ten (10) hour OSHA safety training course prior to working on the Town's worksite or in the work subject to the bid or contract.

The Town will reject any bids that do not include proper certification submitted with the bids at the posted time for bid opening, however, the town may, at its sole discretion, allow up to two (2) working days for the contractor to submit the required certification. In those cases where contracts are offered without using the sealed bid process, the same certification will be due upon contract signing.

It is expected that the contractor, by signing the certification form provided with the bid is fully meeting the language of the law, as amended, and that they are accepting the responsibilities to comply with the law for the full term of the work.

The Town of Barnstable will pay certified payrolls that are deemed complete. The statute indicates that with the first certified payroll submitted to the Town, documentation must be provided that each employee on the payroll documents submitted to the Town has successfully completed the OSHA training.

Any employee whose name does not appear on the first certified payroll must submit certification with the first payroll they do appear on. Failure to provide full documentation may result in a delay in payment to the Contractor as the packet submitted for payment would be determined to be incomplete.

Any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

This certification requirement will go into effect for any bids received or contracts awarded after July 1, 2006 in accordance with MGL 30 39s as amended by Chapter 306 of the Acts of 2004.

CERTIFICATION
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING

In accordance with Massachusetts General Law 30: Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06, for all contracts for the construction, reconstruction, alteration, remodeling or repair of any public work or the construction, reconstruction, installation, demolition, maintenance or repair of any public building estimated to cost more than \$10,000, the Contractor hereby certifies to the following:

(1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) 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.

(b) Any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

The undersigned hereby certifies under the penalties of perjury to the above:

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone: _____

Fax: _____

**TOWN OF BARNSTABLE
CERTIFICATE OF NONCOLLUSION**

The undersigned certifies under penalties of perjury that this bid 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.

FIRM: _____

ADDRESS: _____

SIGNATURE: _____

NAME (print): _____

TITLE: _____

TELEPHONE: _____ DATE: _____

**TOWN OF BARNSTABLE
STATE TAXES CERTIFICATION CLAUSE**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

BY: _____

* Signature of individual or
Corporate Name (Mandatory)

Corporate Officer
(Mandatory, if applicable)

**Social Security # (Voluntary)
or Federal Identification #

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** 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. This request is made under the authority of Mass. G.L..62C s. 49.A.

ACCEPTANCE OF BID NOTICE

DATE: _____

CONTRACTOR NAME AND ADDRESS is hereby notified that their bid for _____ in accordance with Invitation for Bid dated _____ in the amount of _____ (\$ _____) has been accepted.

It is requested that acknowledgement of this ACCEPTANCE be indicated by endorsement below by an authorized representative of the contractor, and the original be returned to the Procurement Office, 230 South Street, 3rd Floor, Hyannis, MA 02601.

A formal Contract will be drawn up based on the terms of the Bid offered through the Procurement Division, subject to final approval by the Town Manager of the Town of Barnstable. A current certificate of insurance naming the Town of Barnstable as an additional insured shall be required with the signed contract with five days after receipt of the contract in accordance with the terms of the Invitation for Bid.

Mark S. Ells, Town Manager
TO: Purchasing and Risk Management
230 South Street, 3rd Floor
Hyannis, MA 02601
Fax (508) 862-4717

Receipt is hereby acknowledged for the above **ACCEPTANCE OF BID**.

BY: _____

DATE:

Signature:

PRINT NAME: _____ TITLE:

**TOWN OF BARNSTABLE, MASSACHUSETTS
AGREEMENT BETWEEN CONTRACTOR AND OWNER
CONTRACT**

THIS AGREEMENT, made this _____ **day of** _____, **2016** by and between the TOWN OF BARNSTABLE, Hyannis, Massachusetts, hereinafter called the OWNER, and _____, with legal address and principal place of business at _____, hereinafter called CONTRACTOR.

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to provide the OWNER "On Call Industrial Refrigeration (Ice Rink) and Industrial HVAC Services" for the Town of Barnstable Department of Public Works, Structures & Grounds Division, for the period of seven (7) months commencing 12/1/16 with two additional option years for fiscal years 2018 and 2019, subject to the yearly appropriation of funds for this purpose pursuant to the following provisions:

1. Contract Price: Not to Exceed amount of \$50,000 for the initial contract term and \$50,000 per year for each option year, with rates per the attached bid sheet based on hourly labor rates, materials markup and in accordance with the attached prevailing wages. This is an estimated value of work and the Town is not responsible for any unused portion of the value. Funding beyond fiscal year 2017 is subject to the appropriation of funds for this purpose.
2. Billings: The CONTRACTOR shall bill the OWNER monthly for delivery of the service as described under the "Scope of Work" section "Invoicing". The billings in accordance with prevailing wages and certified payrolls shall be sent to Attention: Structures & Grounds Division Supervisor, 800 Pitcher's Way, Hyannis, MA 02601.
3. Force Majeure - The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from the performance of any act required by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost. Continued prevention from performance by such causes for periods aggregating sixty (60) or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate this contract.
4. Termination of Contract - Subject to the provisions of the section explaining Force Majeure, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. This contract may be terminated by either party with or without cause provided the other party is provided thirty (30) days' notice in writing. The OWNER shall pay the CONTRACTOR all moneys due for services satisfactorily performed through the date of termination.

5. Insurance - The Contractor shall maintain insurance with minimum limits as defined in the Invitation for Bid.
6. Governing Law – This contract is governed by the laws of the Commonwealth of Massachusetts.
7. The Contractor shall indemnify, defend, and save harmless the Town, all of the TOWN officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the Town or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement . 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 contract with the Town.

Emergency response time to the HYCC site shall be within one (1) hour of the call. Standard response time shall be within two (2) hours of the call unless otherwise requested by the TOWN.

The OWNER agrees to pay the CONTRACTOR for the performance of the Contract and to make payments based on the contract prices specified in the "Contract Price" paragraph above for these contracted services performed satisfactorily.

The Bid Specifications entitled "Scope of Work" and "General Specifications" for On Call Industrial Refrigeration (Ice Rink) and Industrial HVAC Maintenance and Repair Services for the Department of Public Works, Structures & Grounds Division including the BID documents dated _____ are made a part hereof and collectively evidence and constitute the contract.

This Agreement, including the entire bid document dated _____ constitutes the entire contract and there are no agreements other than those incorporated herein. This Agreement may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in the year and day first above mentioned.

By _____
CONTRACTOR

Approved as to form

By _____
OWNER'S ATTORNEY

By _____
OWNER

I hereby certify that the Town of Barnstable has an appropriation to cover the cost of this contract in accordance with Ch 44 §31C of the Massachusetts General Laws.

Finance Director

SIGNATORY AUTHORITY – Project Name:

At a duly constituted meeting of _____ held on _____
Name of (Corporation) (Date)

at which all Directors were present or waived notice, it was voted that:

(Name) (Officer)
of this company, be and he/she is hereby authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf of such

_____ under seal of the company, shall

(Officer)
be valid and binding upon this company.

A TRUE COPY,
ATTEST:

(Clerk)
Place of Business: _____

I hereby certify that I am the clerk of the _____
_____ and that _____
is duly elected _____ 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

(Clerk)
(CORPORATE SEAL)

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document in my presence.

Notary Public
My commission expires:

IF A CORPORATION, COMPLETE ABOVE OR ATTACH TO EACH SIGNED COPY OF THE CONTRACT A NOTARIZED COPY OF VOTE OF CORPORATION AUTHORIZING THE SIGNATORY TO SIGN THIS CONTRACT. IF ATTESTING CLERK IS THE SAME PERSON AS THE INDIVIDUAL EXECUTING THIS CONTRACT, HAVE SIGNATURE NOTARIZED ABOVE.

Attachment A

| | Component | Description | Model # | Serial # |
|----------------------|----------------------------------|--|--------------------------|------------|
| HVAC | | | | |
| | ERV 1 | Greenheck - gym | ERCH-9CH-30-24-75-ES | 11437582 |
| | ERV 2 | Greenheck - locker rooms / bathrooms | ERCH-9CH-30-27-150-ES | 11437583 |
| | ERV 3 | Greenheck - Kennedy Rink | | |
| | MAU-1 | Greenheck - Make Up Air - for the building | | |
| | RTU-1 | York - building core | YPAL060MVE46BBFX | 2HTM001534 |
| | AC/HTX | York - Kennedy Rink | | |
| | Dehumidifier 1 | Munters - Kennedy Rink | | |
| | Dehumidifier 2 | Munters - Butler Rink | | |
| | Mitsubishi Units (6 total) | Gym Office 1 | | |
| | | Gym Office 2 | | |
| | | Kennedy Sound Booth | | |
| | | Admin - TeleData Room | | |
| | | Admin - Electrical Room | | |
| | | Elevator Mechanical Room | | |
| | York Split System 1 | Pro-Shop | | |
| | York Split System 2 | Multicultural Room | | |
| | Exhaust Fans (3) | Two (2) in back of building | | |
| | | One (1) on roof | | |
| | Controls | Atherton - Envision for BACKtalk | | |
| REFRIGERATION | | | | |
| | Refrigeration Valve Package | | | |
| | Brine Valve Package | | | |
| | Heat Exchanger - warm floor | | Chilcon Model CA120-410, | C28008C-1 |
| | Chiller | | | |
| | Compressor 1 | belt driven compressor (motor 1) | | |
| | Compressor 2 | belt driven compressor (motor 2) | | |
| | Compressor 3 | belt driven compressor (motor 3) | | |
| | Pumps (6 total) | Three (3) for cold floor | | |
| | | Two (2) for cooling tower | | |
| | | One (1) for warm floor | | |
| | VFD (variable frequency drive) | exclusively for the cooling tower | | |
| | Evap Condensator (cooling tower) | | | |
| | Warm Floor Tubing | | | |
| | Cold Floor Tubing | | | |
| | Evap Condensator Piping | | | |
| | Mechanical Room Piping | | | |
| | Expansion/Sump Tanks | | | |
| | Controls | Omega by Richards-Zeta (now Cisco) | | |

Note: These items to be included in the Preventative Maintenance Proposal to be submitted with bid.