



**INVITATION FOR BID (IFB)**

**BID INTEREST FORM**

**Instructions: If your firm/company is interested in responding to this IFB, then BID Interest Form MUST be submitted to the Office of Financial Services immediately following download. This form is crucial in providing pertinent company information for bidder's list tracking and distribution of any potential addendum.**

<b>Awarding Authority:</b>	<b>City of Brockton // Brockton Public Schools</b>
<b>Contract / Bid Number:</b>	<b>2480-0009</b>
<b>Name of Bid: Invitation for Bid, IFB</b>	<b>FY2024 ENERGY MANAGEMENT CONTROLS SERVICE</b>

**Email this BID Interest Form to:**

<b>Carl Walker / Financial Services</b>
<b>Email address: carlwalker@bpsma.org</b>

By submitting this BID Interest Form the below identified firm is expressing its interest in the above-referenced public bidding project and is requesting that it be added to the list of firms that will receive any addenda to the BID that might occur. **The Awarding Authority assumes no responsibility for a firm's failure to receive any addenda or other correspondence related to this BID due to the firm's failure to submit a BID Interest Form as directed above or for any other reason.**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>City/Town, State &amp; Zip:</b>	
<b>Company Telephone #:</b>	
<b>Company Fax #:</b>	
<b>Company Contact Person/Title:</b>	
<b>Contact Person Email Address:</b>	
<b>Date Submitted:</b>	

By: \_\_\_\_\_  
(Signature of Authorized Representative)

**IFB's FORMS AND SPECIFICATIONS**

**FY2024 ENERGY MANAGEMENT CONTROLS SERVICE**

**Contract / Bid Number: 2480-0009**

**Honorable Robert F. Sullivan  
Mayor  
City of Brockton  
Brockton, Massachusetts**

**Advertising Dates:  
Central Register & COMMBUYS  
Wednesday, April 5, 2023**

**Brockton Enterprise  
Wednesday, April 5, 2023  
Wednesday, May 10, 2023**

**Bid Deadline  
Friday, May 12, 2023  
10:00 a.m.**

**Michael P. Thomas  
Superintendent of Schools  
City of Brockton  
Brockton, Massachusetts**

**Bid Opening  
Monday, May 15, 2023  
4:00 p.m.**

**TABLE OF CONTENTS**

<b><u>DESCRIPTION</u></b>	<b><u>PAGE NUMBER</u></b>
<b>INVITATION FOR BID .....</b>	<b>4</b>
<b>INSTRUCTION TO BIDDERS.....</b>	<b>5-7</b>
<b>BID FORMS FOR GENERAL CONTRACTORS.....</b>	<b>8-22</b>
<b>GENERAL CONDITIONS.....</b>	<b>23-28</b>
<b>PREVAILING WAGES .....</b>	<b>UPON REQUEST</b>

**INVITATION FOR BID, “IFB”**

**BROCKTON PUBLIC SCHOOLS // BROCKTON, MASSACHUSETTS**

1. Sealed General Bids for **Service Contract / Bid Number 2480-0009, FY2024 ENERGY MANAGEMENT CONTROLS SERVICE at various Brockton Public Schools**, will be received by the Office of Financial Services for the Brockton Public Schools, 43 Crescent Street, Brockton, MA., 02301, until **Friday, May 12, 2023, at 10:00 A.M.** The General Bids for the project will be publicly opened and read on **Monday, May 15, 2023, at 4:00 p.m.**

If at the time of the scheduled bid opening, The Brockton Public Schools is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, or other extreme conditions, the bid opening will be postponed for 24 hours until the next normal business day, Monday through Friday, exclusive of Holidays. Bids will be accepted until that date and time.

Bidding procedures and award of the Contract shall be in strict accordance with the provisions of the Commonwealth of Massachusetts GL Chapter 149, Sections 44A through 44L inclusive, of the General Laws of the Commonwealth of Massachusetts, including all current amendments and guidelines.

Specifications and all other bid documents may be obtained after **1:00 P.M., Wednesday, April 5, 2023**, on our website. The hyperlink is <http://www.bpsma.org/departments/purchasing/2024-bids>. Should you require a paper copy you may contact our office.

2. All bidders must use the prescribed bid forms available at the above stated address.
3. All Bids must be properly identified as **FY2024 ENERGY MANAGEMENT CONTROLS SERVICE** and delivered to the Office of Financial Services for the Brockton Public Schools, 43 Crescent Street, Brockton, MA 02301, prior to the official **OPENING**, as stated above, at which time and place they will be opened and read aloud.

All bidders assume the risk of any delay in the mail, or, any other delays which prevent receipt of the bid(s) at the posted bid opening date and time. **Bids received after the official BID DEADLINE DATE AND TIME will be returned unopened. No facsimile of bids is allowed.**

4. The City of Brockton will reject any or all bids when required to do so by the above referenced General Laws, or, if it deems it to be in the public interest to do so. The Awarding Authority also reserves the right to waive any informalities in any bid based on the public interest to proceed in this way. Any bid submitted will be binding for sixty (60) days beyond the **OPENING DATE**.
5. The Awarding Authority also reserves the right to reject any bid if it determines that such bid does not represent the bid of a person competent to perform the work as specified within the conditions and time frame as set forth for completion of the project.
6. Any and all questions relative to these specifications must be submitted in writing to the Awarding Authority at least seven (7) days before the BID OPENING DATE, and written answers shall be sent to all bidders as an addendum.
7. **THE AWARD OF CONTRACT FOR THE PROJECT(S) IS CONTINGENT UPON THE AVAILABILITY OF FUNDING AND APPROVAL OF ALL APPROPRIATE MUNICIPAL BODIES.**

## INSTRUCTIONS TO BIDDERS

### **A. BID REQUIREMENTS:**

1. Sealed bids for **FY2024 ENERGY MANAGEMENT CONTROLS SERVICE**, will be received at the time and place as stated in the "Advertisement/ Invitation for Bids" and in accordance with the bid documents.
2. The General Bid proposal filled out and signed in longhand by the bidder must be accompanied by a **bid deposit equal to five percent (5%)** of the amount of the base bid(s) of the project(s). The bid deposit may be in the form of a certified check, bank treasurer's or cashier's check, or a bid bond from a licensed surety company and must be placed in an envelope, sealed, and marked "**GENERAL BID FOR FY2024 ENERGY MANAGEMENT CONTROLS SERVICE**" and delivered to Office of Financial Services of the Brockton Public Schools, 43 Crescent Street, Brockton, MA, 02301, as stated in the "Invitation for Bid."
3. All bid deposits of General Bidders, except those of the three lowest responsible and eligible General Bidders, shall be returned within five (5) days, Saturdays, Sundays, and legal holidays excluded, after the opening of the General Bids. The bid deposits of the three lowest responsible and eligible General Bidders shall be returned upon the execution and delivery of the General Contract, or, if no award is made upon the expiration of the time prescribed in the "Invitation for Bids". If any General Bidder fails to perform their agreement to execute a Contract and furnish a Performance and Payment bond as stated in their General Bid, their bid deposit shall become and be the property of the City of Brockton; provided that the amount of the deposit which becomes the property of the Awarding Authority shall not, in any event, exceed the difference between their bid price and the bid price of the next lowest responsible and eligible bidder; and provided further that in case of death, disability, bona fide clerical or mechanical error of a substantial nature their bid deposit shall be returned to them.
4. No claims for immunity or exceptions predicated upon misunderstanding or failure to correctly interpret the above paragraph will be allowed.
5. The Bid Forms, General Conditions, General Requirements, Supplementary General Conditions, Specifications, Drawings, Addenda (if any), and Sample Contract and any other documents which constitute the Contract Documents will be available as stipulated in the "Invitation for Bid" and shall be incorporated into and be made a part of the contract.
6. Commonwealth of Massachusetts General Laws Section 149, Sections 44A through 44L are incorporated herein by reference. Any inconsistency between the Invitation for Bid, Information to Bidders, Bid Forms, Conditions of the Contract, and any other Contract Documents and these statutes, or any other applicable statutes, bylaws, or regulations existing on the date on which the bids are to be received, shall not be grounds for invalidating the bidding procedures, but, where required by law, such statute, bylaw, or regulation shall be deemed to govern.

### **B. BIDDER'S REPRESENTATION:**

1. Each General Bidder making a bid (Hereinafter called "Bid") represents that:
  - a. The General Bidder has read and understands the Contract documents and the Bid is made in accordance therewith.
2. Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the Bid as submitted.

**C. GENERAL BIDDER'S QUALIFICATIONS:**

The Awarding Authority, the City of Brockton, will review the qualifications of the apparent low General Bidder after the General Bids are opened. The lowest eligible and responsible General Bidder will be awarded the Contract provided that the General Bidder meets all the requirements of the bid and scope of services and possesses the skill, ability, and integrity to complete the job to the Awarding Authority's satisfaction.

**D. REQUESTS FOR INTERPRETATION:**

1. All General Bidders shall promptly notify the Awarding Authority of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site(s), and/or local condition(s).
2. Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the Awarding Authority through:

<p><b><u>Dr. James Cobbs</u></b> Executive Director of Operations Brockton Public Schools 43 Crescent Street Brockton, MA 02301 <a href="mailto:jamescobbs@bpsma.org">jamescobbs@bpsma.org</a></p>	<p><b><u>Kenneth M. Thompson</u></b> Director of Facilities Brockton Public Schools 91 Foster Street Brockton, Ma. 02301 <a href="mailto:kenneththompson@bpsma.org">kenneththompson@bpsma.org</a></p>
<p>or</p>	

3. Interpretation, correction, or change(s) in the Contract Documents will be made by an addendum that will become part of the Contract Documents. Neither the Awarding Authority nor its representative(s) will be held accountable for any oral instructions.
4. An addendum will be mailed or faxed by the Awarding Authority to every individual or firm on record as having taken a set of Contract Documents. Receipt of said addendum must be acknowledged by each Bidder in the appropriate space provided in the Bid Forms. Failure to do so may lead to disqualification of the General Bid by the Awarding Authority. All bidders are, therefore, encouraged to confirm the number of Addenda which have been issued prior to submitting their Bid.
5. Copies of the Addendum will be made available for inspection at the locations listed in the Advertisement as to where Contract Documents are on file.

**E. TAXES/EXEMPTION:**

The Awarding Authority is exempt from payment of the Massachusetts Sales Tax. The City of Brockton under G.L. Chapter 64H, Section 6 (d) and (e) has been issued a Certificate of Exemption by the Massachusetts Department of Revenue.

**F. WITHDRAWAL OF BIDS:**

No General Bidder shall withdraw their Bid for a period of sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the date set for the opening of the General Bids.

**G. SUB-CONTRACTS:**

All work shall be performed by the licensed contractor unless otherwise necessitated by the work.

**H. PERFORMANCE AND PAYMENT BONDS:**

- A. A Performance Bond and a Payment Bond, each equal to one hundred percent (100%) of \$50,000 for a total service or project cost of the total service or project cost and issued by a surety company authorized to do business under the laws of the Commonwealth, and, satisfactory to the Awarding Authority, will be required from the successful Bidder in accordance with regulations relating to Chapter 149 of the General Laws of the State of Massachusetts. The General Contractor has ten (10) days from the date of notification of intent to award the Contract to obtain the required bond. The premium on the bond shall be included as a part of the total Bid cost(s). Forms of bonds are included by reference and executed copies shall be included in the Contract Documents when the Contract is signed.

**I. TIME FOR PERFORMANCE:**

Performance of the contract by the successful bidder shall begin July 1, 2023, and end June 30, 2024. The city reserves the right to renew this contract for two consecutive 12 month periods at the sole option of the City and subject to appropriations and funding. The Awarding Authority or its representative shall be informed of any work that is loud in character and may cause undue disturbance to neighboring residents, or work that has the slightest potential for endangering the health and safety of any building occupants or persons in the proximity of the building.

**J. EXAMINE BUILDING:**

1. Examination of any/all the facilities shall be coordinated through the Superintendent of Operations for the Brockton Public Schools, Dr. James Cobbs, or Kenneth Thompson.
2. Site visits shall occur between the hours of 8:00 A.M. and 4:00 P.M. on regular workdays and must be coordinated in advance with Dr. James Cobbs, or Kenneth Thompson.

**K. BUILDING PERMITS:**

1. All General Bidders are advised that all appropriate types of permits are required and that the fees for any permits must be a separate line item on the invoice. Please refer to the Scope of Services for the proper submission of all invoices for payment.
2. The successful General Bidder shall be required to obtain any necessary permit(s) or license(s) prior to as required by any statute, rule, or regulation. The City of Brockton will not waive any relevant municipal fees if a proposal for a specific project has been submitted by the contractor for a specific amount. The successful General Bidder shall note that the normal turnaround time for obtaining all necessary permits from the City of Brockton Building Department is one (1) week.
3. The General Bidder is responsible for the filing of any other permits, fees, inspections, etc., as may be required by Federal, State, and local authorities.

**L. ESTIMATED HOURS:**

Owner does not guarantee a minimum number of man hours for on-call services during the term of the contract.

**FY2024 ENERGY MANAGEMENT CONTROLS SERVICE**

**To: The Awarding Authority  
City of Brockton/School Department  
43 Crescent Street  
Brockton, MA 02301**

\_\_\_\_\_  
**Company submitting Bid**

\_\_\_\_\_  
**Signature of Authorized Representative of Company**

- A) The undersigned has received and examined the document entitled "**FY2024 ENERGY MANAGEMENT CONTROLS SERVICE**".
- B) The undersigned warrants that they have complied with all provisions of the Specifications and can furnish the materials, equipment, and labor to carry out all the service as proposed.
- C) The undersigned agrees, that in the event of award of the Contract, they can start work as required, and further agrees that the work will be completed within the time frame agreed upon prior to the signing date of the Contract.
- D) **The following documents are made a condition of this Bid and must be included with the Bid in order for the Bid to be considered as a legitimate and acceptable Bid for consideration of Award of Contract:**
- 1) **Page(s) 9 - 24 of the Bid Forms with all bid proposals, information, signatures, seals, etc., as required.**
  - 2) **5% Bid Deposit in the form of a certified or bank check, treasurer's check, cashier's check, or bid bond from a licensed Massachusetts surety company.**
  - 3) **Statement of payment of all State taxes (page 9).**



**VENDOR TAX CERTIFICATE**

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

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**For use by CORPORATIONS ONLY:**

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PROPER CORPORATE NAME

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SIGNATURE OF AUTHORIZED CORPORATE OFFICER

---

FEDERAL IDENTIFICATION NUMBER (FEIN)

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**For use by INDIVIDUALS OR COMPANIES OTHER THAN CORPORATIONS ONLY:**

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SIGNATURE OF INDIVIDUAL \*

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SOCIAL SECURITY NUMBER \*\*

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

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing/payment obligations.

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**CERTIFICATE OF CORPORATE VOTE**

I, \_\_\_\_\_; clerk/officer of \_\_\_\_\_ hereby notify that at a meeting of the Board of Directors/Officials of said corporation/company, held on \_\_\_\_\_ the following vote was passed:

Vote to authorizing \_\_\_\_\_ to sign on behalf of the corporation/company with the City of Brockton for \_\_\_\_\_.

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Signature of Clerk/Officer

**\* PLEASE ATTACH COPY OF OFFICIAL CERTIFICATE OF CORPORATE VOTE.**

**FY2024 ENERGY MANAGEMENT CONTROLS SERVICE**  
**AT VARIOUS BROCKTON PUBLIC SCHOOLS**

**TERM OF CONTRACT**

Contracts will be in force from July 1, 2023, until June 30, 2024, and shall not exceed \$50,000.00 in the aggregate (Part A and Part B combined).

**PART A: PLANNED SERVICE AGREEMENT**

**THE CONTRACT REQUIREMENTS AND LOCATIONS FOR PLANNED SERVICE AGREEMENT**

The Planned Service Agreement vendor will be responsible for providing a comprehensive maintenance and support program of the Automated Logic Controls Systems. The vendor shall furnish all personnel, parts, materials, test equipment, tools, and services in conformance with the terms and conditions as outlined herein. The vendor must be available for service and system support 24 hours per day. As such they must have a 24 hour per day manned telephone number and on call service technician and mechanic available. All service and system support calls must be responded to within two (2) hours. The vendor must maintain in their local office and on any service vehicle, an inventory of replacement parts and components and any necessary tools and equipment to properly service and repair the equipment. This includes all temperature sensors, controllers, actuators, and automation logic boards for any Automated Logic (ALC) Systems. The vendor shall provide a minimum of **(13) visits @ 8 hours onsite per visit for a total of (110) hours per year for the term of the contract (Travel Time Included)**. Service visits shall include scheduled preventative maintenance, including calibration, adjustments, routine inspection/ system diagnostic and accurate recording of services performed on the Automated Logic Control System.

The following minimum tasks shall be provided by the vendor during the term of the Planned Service Agreement.

**Operator Workstations and Associated Devices**

1. Visually inspect and clean all hardware of dust and debris
2. Run a diagnostics program to check PC operation
3. Verify printer interface

**Network Field Panels**

1. Visually inspect LED's, fuses, cables connectors and RS232 port
2. Check and verify proper power levels
3. Clean and tighten all electrical termination points
4. Verify all circuit boards secured

**Unit Controllers**

1. Check sequence of mechanical equipment operation to insure optimum system efficiency
2. Check outdoor, duct, immersion, and space temperature sensor accuracy's
3. Check duct static pressure transmitter accuracy
4. Verify current switch status feedback
5. Verify temperature low limit safeties
6. Verify damper, inlet guide vanes or frequency drive operations
7. Verify hot water and chilled water valve operations
8. Verify thermostat programmed functions
9. Verify fan and pump controls
10. Check and verify proper power levels at controls panels
11. Clean and tighten all electrical termination points.

12. Clean and/or calibrate all devices as required.

## **TERM OF CONTRACT**

Contracts will be in force from July 1, 2023, until June 30, 2024, and shall not exceed \$50,000.00 in the aggregate (Part A and Part B combined). The city reserves the right to renew this contract for two consecutive 12 month periods at the sole option of the City and subject to appropriations and funding.

## **PART A: PLANNED SERVICE AGREEMENT (CONTINUED)**

### **THE CONTRACT REQUIREMENTS AND LOCATIONS FOR PLANNED SERVICE AGREEMENT**

#### **Application Software and Verification Services**

1. Provide and install the latest released software updates.
2. Verify system database and modifications
3. Verify operation of remote telecommunication data link to remote site.
4. Sequence verification and database backup
5. Update device data base to current operating standards
6. Verify operation of monitoring screen
7. Verify set-up and operation of console devices
8. Verify set-up of user's passwords and privilege levels.

#### **Software Backup Service**

1. Device database back-up of system database to hard disk systems
2. Provide routine disk file management.
3. Back-up of graphical system database to Zip disk.

The vendor shall provide unlimited hours of remote Web access support on the Automated Logic (ALC) System. The vendor shall support Brockton Public Schools via the web and assist managing daily operational issues as required.

#### **Additional Services Repair Services/Replacement Components**

The Brockton Public Schools shall be responsible for the cost of all labor, materials, replacement components to repair any malfunction. Any replacement parts shall be new and shall be an exact duplication of the part being replaced. No substitution of the original equipment for the designated manufacturer model, type or size shall be allowed unless approved by Mr. Ken Thompson Director of Facilities for the Brockton Public Schools.

- a. All repair calls shall be made with personnel regularly employed by the vendor.
- b. Unless otherwise authorized by the Brockton Public Schools all repair calls shall be responded to within 2 hours of the time the original call was placed.
- c. Once repairs are started, they shall continue without interruption until completed.
- d. No repairs and/or additional work not included in this Agreement shall be accomplished without the written authorization of the Brockton Public Schools.

**TERM OF CONTRACT**

Contracts will be in force from July 1, 2023, until June 30, 2024, and shall not exceed \$50,000.00 in the aggregate (Part A and Part B combined). The city reserves the right to renew this contract for two consecutive 12 month periods at the sole option of the City and subject to appropriations and funding.

**PART A: PLANNED SERVICE AGREEMENT (CONTINUED)**

**THE CONTRACT REQUIREMENTS AND LOCATIONS FOR PLANNED SERVICE AGREEMENT**

**Brockton Public School Locations**

1.SITE:	Brockton Schools – High School – 470 Forest Avenue	16 hours
2.SITE:	Brockton Schools – Crosby Administration - 43 Crescent Street	4 hours
3.SITE:	Brockton Schools – Ashfield School – 225 Coe Road	2 hours
4.SITE:	Brockton Schools– Brookfield School – 135 Jon Drive	2 hours
5.SITE:	Brockton Schools – Davis School – 380 Plain Street	8 hours
6.SITE:	Brockton Schools – Downey School K-5 - 55 Electric Avenue	8 hours
7.SITE:	Brockton Schools – East Middle School 6-8 – 464 Centre Street	2 hours
8.SITE:	Brockton Schools – Gilmore School – 150 Clinton Avenue	2 hours
9.SITE:	Brockton Schools – Hancock School K-5 – 125 Pearl Street	2 hours
10.SITE:	Brockton Schools – Huntington School – 1121 Warren Avenue	2 hours
11.SITE:	Brockton Schools – Kennedy School K-5 – 900 Ash Street	2 hours
12.SITE:	Brockton Schools – North Middle School 6-8 – 108 Oak Street	2 hours
13.SITE:	Brockton Schools – Paine School Adult Learning Center – 211 Crescent Street	2 hours
14.SITE:	Brockton Schools – Raymond School K-8 – 125 Oak Street	8 hours
15.SITE:	Brockton Schools – South Middle School 6-8 – 105 Keith Avenue	4 hours
16.SITE:	Brockton Schools – West Middle School 6-8 – 271 West Street	2 hours
17.SITE:	Brockton Schools – Angelo School K-5 – 472 North Main Street	8 hours
18.SITE:	Brockton Schools – Arnone School K-5 – 135 Belmont Street	8 hours
19.SITE:	Brockton Schools – Plouffe School 6-8 – 250 Crescent Street	8 hours
20.SITE:	Brockton Schools – Baker School K-5 – 45 Quincy Street	8 hours
21.SITE:	Brockton Schools – George School K-5 – 180 Colonel Bell Drive	8 hours
22.SITE:	Brockton Schools – Barrett School – 45 Oakdale Street	2 hours
23.SITE:	Brockton Schools – Parent Registration Center – 60 Crescent Street	2 hours
24.SITE:	Brockton Schools – School Department Warehouse – 91 Foster Street	2 hours
25.SITE:	Brockton Schools – Summer St – 596 Summer Street	2 hours
26.SITE:	Brockton Schools – 440 Belmont – 440 Belmont Street	2 hours
27.SITE:	Brockton Schools – Community Schools – 500 Belmont Ave	2 hours
28.SITE:	Brockton Schools – Transportation Office – 433 Belmont Street	2 hours
29.SITE:	Brockton Schools – 661 Centre St TBD – 661 Centre Steet	2 hours

**116 HOURS/YEAR TOTAL COST FOR PART A: PLANNED SERVICE AGREEMENT**

**YEAR 1 Planned Service Agreement 110 Hours Per Year (July 1, 2023, to June 30, 2024) \$ \_\_\_\_\_**  
**YEAR 2 Planned Service Agreement 110 Hours Per Year (July 1, 2024, to June 30, 2025) \$ \_\_\_\_\_**  
**YEAR 3 Planned Service Agreement 110 Hours Per Year (July 1, 2025, to June 30, 2026) \$ \_\_\_\_\_**

TOTAL COST PART A: ON-CALL PLANNED SERVICE AGREEMENT \$ \_\_\_\_\_

**FY2024 ENERGY MANAGEMENT CONTROLS SERVICE AT VARIOUS BROCKTON PUBLIC SCHOOLS SCOPE OF SERVICES**

**TERM OF CONTRACT**

Contracts will be in force from July 1, 2023, until June 30, 2024, and shall not exceed \$50,000.00 in the aggregate (Part A and Part B combined). The city reserves the right to renew this contract for two consecutive 12 month periods at the sole option of the City and subject to appropriations and funding.

**PART B: ON-CALL SERVICES**

**THE CONTRACT REQUIREMENTS FOR HOURLY RATES FOR ON-CALL SERVICES**

**A. Hourly rates for on-call services for Monday-Friday, 8:00 a.m. to 5:00 p.m.** It is estimated that 90 man hours during the contract term will be requested. Note: All hourly service rates are to reflect the incorporation of State prevailing wage requirements:

YEAR 1 (July 1, 2023 to June 30, 2024) \$ \_\_\_\_\_ Per Man Hour x 90 hours = \$ \_\_\_\_\_

YEAR 2 (July 1, 2024 to June 30, 2025) \$ \_\_\_\_\_ Per Man Hour x 90 hours = \$ \_\_\_\_\_

YEAR 3 (July 1, 2025 to June 30, 2026) \$ \_\_\_\_\_ Per Man Hour x 90 hours = \$ \_\_\_\_\_

**B. Hourly rates for on-call services for nights, weekends and holidays.** It is estimated that 20 man hours during the contract term will be requested. Note: All hourly service rates are to reflect the incorporation of State prevailing wage requirements:

YEAR 1 (July 1, 2023 to June 30, 2024) \$ \_\_\_\_\_ Per Man Hour x 20 hours = \$ \_\_\_\_\_

YEAR 2 (July 1, 2024 to June 30, 2025) \$ \_\_\_\_\_ Per Man Hour x 20 hours = \$ \_\_\_\_\_

YEAR 3 (July 1, 2025 to June 30, 2026) \$ \_\_\_\_\_ Per Man Hour x 20 hours = \$ \_\_\_\_\_

TOTAL COST PART B: ON-CALL SERVICES \$ \_\_\_\_\_

The Contractor shall furnish all labor, materials, equipment, and insurance, and perform all work required for **FY2024 ENERGY MANAGEMENT CONTROLS SERVICE at various Brockton Public Schools** in strict accordance with the General Conditions, and, if applicable, addenda and unit prices. Said documents are incorporated herein by reference, and are made a part hereof, of the Contract, provided, however, since this is a governmental agency contract, that terms of any of these documents inconsistent with applicable law shall have no effect.

**TRAVEL CHARGE(S)**

The City of Brockton/School Department will not pay any invoices which include travel charges, mileage, truck charge(s), or any other associated costs. **There shall be no exceptions.**

**B. Material(s) Costs: The Awarding Authority has contracts with wholesale distributors for various materials. Materials needed shall be at the sole discretion of the Awarding authority to either: provide to contractor the materials needed; or have contractor supply the materials.** The vendor shall submit with each invoice an original copy of the cost of any material(s) purchased from a respectable trade's supplier, which material has been installed during the repair and/or replacement of equipment in the Brockton Public Schools. There shall be a percentage

overhead of the said materials at a percentage of **10% above vendor's cost**. The material overhead percentage must be based on the original invoice from the supplier and **not based on any trade service publication prices**.

**C. Voluntary Alternates (If any)** Please describe and attach supporting materials.

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**D. Required Response Times:** The Owner is seeking service which can respond on a timely basis and not to exceed 60 minutes **on-site** after the initial telephone call, except for an emergency call. In terms of an emergency service call, response time by contractor is not to exceed 30 minutes. Bidders shall submit with their bid, evidence of being able to make required response times. If a contractor fails to meet the required response time when an emergency exists, the BPS shall in writing, notify the contractors that if this should happen again in any point of the contract, the contract will be immediately terminated.

**E. Bidders shall submit with bid, evidence of at least five years' experience on similar type projects and copies of current licenses for a minimum of five licensed technicians on staff. Technicians will be assigned scan badges to track their time in and out of buildings.** Work in a public school setting shall be given preference. Bidders shall supply references for listed jobs.

**CITY OF BROCKTON**

I hereby certify, under the pains and penalties of perjury, that I can furnish labor in harmony with all other elements of labor employed in the work and that all employees employed on the worksite, or in work subject to the bid, have successfully completed at least 10 hours of OSHA approved training. I agree to submit documentation 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 (OSHA) that is at least 10 hours in duration. I further certify that 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 (OSHA) that is at least 10 hours in duration shall be subject to immediate removal.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed Name of Person Authorized to Sign Bid

\_\_\_\_\_  
Written Signature of Person Authorized to Sign Bid

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Company Telephone

\_\_\_\_\_  
Company Fax Number

\_\_\_\_\_  
Date

If corporation, this page must be signed and sealed by a duly authorized officer.

If partnership, so state and give names of all partners.

If an individual, so state and sign.

**Documentation of successful completion of said course must be provided with the submission of the first certified payroll report for each employee. Payment requisitions will NOT be reviewed without the required OSHA documentation.**

**AFFIDAVIT OF CLERK OF CORPORATION VENDOR**  
**(To be signed and completed by Clerk)**

I, \_\_\_\_\_, certify as follows:  
(Print full name of Clerk)

1. I am the Clerk of \_\_\_\_\_ (print exact name of corporation) which is duly organized and incorporated under the laws of the Commonwealth of Massachusetts (or State of \_\_\_\_\_) and is/is not (circle one) duly registered to do business in the Commonwealth of Massachusetts with a principal place of business at \_\_\_\_\_.
2. That the names, residential addresses, and title officers of the above-named corporation are as follows:

\_\_\_\_\_  
President Address

\_\_\_\_\_  
Vice President Address

\_\_\_\_\_  
Treasurer Address

\_\_\_\_\_  
Resident/Registered Agent Address

3. That the above-named corporation was incorporated on \_\_\_\_\_.
4. The federal tax identification number of said corporation is \_\_\_\_\_.
5. That the above named corporation is in good standing with the Secretary of the Commonwealth of Massachusetts or the State of \_\_\_\_\_ (if incorporated under the laws of a foreign State) and has filed all federal and state tax returns and paid all federal, state and/or local taxes required under law.
6. \_\_\_\_\_ is authorized to sign contract/agreements on behalf of \_\_\_\_\_ pursuant to a vote of the Board of Directors/Officers on \_\_\_\_\_.
7. I, on behalf of the within corporation, do hereby acknowledge that by this contract, this corporation is transacting business within the Commonwealth of Massachusetts as defined by M.G.L. Chapter 223 A, Section 1, et seq. And is subject to the jurisdiction of its courts. (Pertaining to Non-Massachusetts Corporations Only.)

SIGNED under the pains and penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Clerk of Corporation



**VENDOR REGISTRATION FORM**

**TO BE COMPLETED BY ALL VENDORS:**

TYPED/PRINTED NAME AND TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PROPER LEGAL NAME OF BUSINESS ENTITY: \_\_\_\_\_

FEIN or SOCIAL SECURITY NUMBER if FEIN is N/A: \_\_\_\_\_

BUSINESS ADDRESS, CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

**IF CORPORATION:**

1. GIVE YOUR CORRECT CORPORATE NAME:

\_\_\_\_\_

2. STATE AND DATE OF INCORPORATION:

\_\_\_\_\_

3. IF FOREIGN CORPORATION, GIVE MASSACHUSETTS REGISTRATION DATE:

\_\_\_\_\_

**IF FOREIGN BUSINESS ENTITY TRANSACTING BUSINESS IN MA, GIVE NAME/ADDRESS OF RESIDENT/REGISTERED AGENT IN MA (REQUIRED):**

\_\_\_\_\_

**IF COMPANY, GIVE the OWNER'S NAME AND TITLE:**

\_\_\_\_\_

**IF PARTNERSHIP, GIVE NAMES AND ADDRESSES OF PARTNERS:**

\_\_\_\_\_

**IF TRUST OR LEGAL ENTITY, GIVE NAMES AND ADDRESSES OF TRUST OR LEGAL ENTITY:**

\_\_\_\_\_

**MINORITY/WOMEN BUSINESS CLASSIFICATION STATEMENT**

1. Our firm is principally (more than 50%) minority owned.

YES \_\_\_\_\_ NO \_\_\_\_\_

2. Our firm is principally (more than 50%) woman owned.

YES \_\_\_\_\_ NO \_\_\_\_\_

3. Our firm is registered with S.O.M.B.A. (State Office of Minority & Business Assistance)

YES \_\_\_\_\_ NO \_\_\_\_\_

SOMWBA CERTIFICATION CATEGORY: \_\_\_\_\_ / MBE \_\_\_\_\_ WBE \_\_\_\_\_  
**ATTESTATION CLAUSE**

Under Chapter 233, Section 35 of the Acts of 1983, political subdivisions, and agencies of the Commonwealth must annually furnish to the Commissioner of Revenue a list of all persons who have provided goods, services, or real estate space in the aggregate of five thousand dollars (\$5,000.00) or more. Chapter 233 of the Acts of 1983, Sections 35 and 36 require that each provider or vendor of goods and services to any municipal agency must attest that it/he is in compliance of all laws relating to taxes. The Attestation must occur at the time of issuing, renewing, or extending a license, contract, or agreement. Any person/company failing to execute this Attestation Clause shall not be allowed to obtain, renew, or extend a license, contract, or agreement. Each successful bidder shall certify that he is in compliance with Chapter 233 by providing a Social Security Number or Federal Identification Number when a contract is issued.

VENDOR/COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TYPED/PRINTED NAME AND TITLE: \_\_\_\_\_

**CERTIFICATE OF NON-COLLUSION AND CERTIFICATE OF BONA FIDE BID**

As per Chapter 30B, Section 10, any person submitting a bid for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid, as follows:

**The undersigned certifies under the penalty 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.**

VENDOR/COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**ASSURANCE OF NON-DISCRIMINATION COMPLIANCE**

Vendor does not subject employees or applicants for employment by this firm to discrimination on the basis of race, color, national origin, handicap, age, or sex, in any of the following areas:

1. Recruitment, hiring, upgrading, promotion, whether for full-time employment, consideration for demotion, transfer, layoff, or rehiring.
2. Rates of pay or any other form of compensation and changes in compensation.
3. Job assignments and seniority status.
4. Granting and returning from leaves of absence, leave for pregnancy, or any other leave.
5. Fringe benefits available by virtue of employment, whether or not administered by the recipient.
6. Selection and financial support for training, including apprenticeship, professional meetings, conferences and other related activities, selection for tuition assistance, and selection for sabbaticals and leaves of absence to pursue training.
7. Employer-sponsored activities, including social or recreational programs.
8. Any other term, condition, or privilege of employment.

VENDOR/COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE/TITLE/DATE: \_\_\_\_\_

ADDRESS AND TELEPHONE: \_\_\_\_\_

**CERTIFICATE OF INSURANCE**  
**(\*Service Contracts Only\*)**

As successful bidder on this Contract, you must supply the City of Brockton with a properly endorsed CERTIFICATE OF INSURANCE. Both the City of Brockton and the Vendor shall be named as co-insured/additional insured and the City shall be named certificate holder, and certificates of insurance shall be furnished to both parties. Reporting of accidents and claims shall be done by the Vendor. This Certificate MUST accompany the Contract. Unless otherwise provided for by the Contract, Vendor shall meet the following insurance requirements:

**WORKERS' COMPENSATION:** The Vendor, before commencing performance of the work required to be done under the Contract, shall provide for the payment of compensation, provided by the General Laws (ter. Ed.) Chapter 152 as amended to all persons to be employed by him/her in connection with said performance and shall continue in full force throughout the period of this Contract.

**PUBLIC LIABILITY:** Within fifteen (15) days after the award of this Contract the Vendor shall, at his/her own expense, procure and maintain insurance for Public Liability in the minimum amount of \$500,000/\$1,000,000 and Property Damage Liability in the minimum amount of \$50,000/\$100,000.

The policies shall contain a provision worded as follows: "The Insurance Company waives any right to subrogation against the City of Brockton which may arise by reason on any payments under this policy."

The policy/policies must contain on the face a notation that it/they cannot be cancelled without at least thirty (30) days notice in writing to the City as owner.

Furthermore, the certificates of all policies shall provide for notice of cancellation of the Contracting officer and the certificates shall indicate that the above provisions have been included.

**\*DESIGN/CONSULTING SERVICES, PLEASE PROVIDE PROOF OF PROFESSIONAL LIABILITY INSURANCE.**

AUTHORIZED SIGNATURE: \_\_\_\_\_

**INDEMNIFICATION AND RELEASE**

To the fullest extent permitted by law, the VENDOR shall indemnify, defend, and hold harmless the CITY and their respective officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including costs, reasonable attorneys' fees, consequential damages and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of VENDOR'S work under this Contract whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the VENDOR or any entity or individual for which it is legally responsible or vicariously liable and; regardless whether the claim is presented by an employee of VENDOR. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the VENDOR contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the VENDOR under any workers' compensation acts, disability benefits acts or other employee benefits acts. This indemnification shall be in addition to any indemnity liability imposed by the Contract and shall survive the completion of the work performed under or the termination of the Contract.

The VENDOR'S assumption of liability is independent from, and not limited in any manner by the VENDOR'S insurance coverage obtained pursuant to the terms of this Contract.

AUTHORIZED SIGNATURE: \_\_\_\_\_

**DEVIATION SHEET**

All deviations and/or substitutions from the original specified items (or equal) must be noted in writing on the Deviation Sheet. Additional pages may be used if necessary. These items shall be approved by the lead department for compatibility, workmanship, and functionality before award of contract.

**PLEASE LIST BELOW:**

COMPANY: \_\_\_\_\_

TYPED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**VENDOR WORK HISTORY**

A. The undersigned proposes to supply the **FY2024 ENERGY MANAGEMENT CONTROLS SERVICE**.

B. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon, according to all the requirements of the specifications.

1. Have been in business under present business name for \_\_\_\_\_ years.
2. Are you fully licensed to do business under this contract? \_\_\_\_\_
3. Do you comply with all ordinances and regulations mandated by M.G.L. and the community in which you are located? \_\_\_\_\_
4. Ever fail to complete any work awarded? \_\_\_\_\_
5. Have you been involved in litigation in the past five (5) years? \_\_\_\_\_
6. List at least three (3) state, local or private companies and/or organizations which you have served recently of similar character as required for the above-mentioned.

**LOCATION                      PHONE #                      DATE                      DESCRIPTION OF WORK**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

C. Bidders shall indicate firm date of delivery on receipt of contract and subsequent purchase order form the City of Brockton.

DELIVERY DATE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

TYPED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

D. Bidders shall note that this bid reflects all changes in addendum/amendment numbers: \_\_\_\_\_

**DEBARMENT CERTIFICATION**

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non-procurement programs from the Commonwealth of Massachusetts, the US Federal Government, and/or the City of Brockton. "Principal" means supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Chief Procurement Officer of the City of Brockton at any time during the period of the contract or prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the firm or its officers. This certification is a material representation of fact upon which reliance will be placed when making the proposal award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the City of Brockton, the contract will be cancelled and the proposal award revoked.

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Firm Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_

E-mail address \_\_\_\_\_

Signed by Authorized Firm Representative:

---

Print Name \_\_\_\_\_

Date \_\_\_\_\_

## **GENERAL CONDITIONS**

### **I. CONDITIONS OF BIDDING**

**A. BID DEPOSIT**

**B. REFERENCE TO PAYMENT BOND**

### **II. GENERAL WORK DESCRIPTION**

**A. SCOPE OF SERVICES AND REQUIREMENTS**

**B. MATERIAL AND WORKMANSHIP**

**C. WAGES**

**D. PERMITS AND NOTIFICATIONS**

**E. MATERIAL REFERENCES**

**F. APPROVALS**

**G. PAYMENT TO CONTRACTORS**

**H. INSURANCE REQUIREMENTS**

**I. PATENT INFRINGEMENT**

**J. LAWS AND ORDINANCES**

**K. PROVISION OF LAW DEEMED INSERTED**

**L. INVALID CLAUSES**

**M. INDEMNITY**

**N. HOURS OF WORK**

**O. QUALIFICATION OF EMPLOYMENT**

**P. FREEDOM OF EMPLOYMENT TO LODGE, BOARD AND TRADE**

**Q. SAFETY REQUIREMENTS; OSHA TRAINING [M.G.L. c. 30, s. 39S]**

**R. CONTRACT LIMITATION**

## S. CORI

### I. CONDITION OF BIDDING

- A. **BID DEPOSIT:** Each bidder must deposit with his/her bid, a security deposit in the amount of **five percent (5%)** of the base bid, either in the form of a certified check, cashier's check issued by a responsible bank or trust company, or bid bond, payable to the City of Brockton.
- B. **PAYMENT BOND:** The successful bidder shall furnish a **Payment Bond equal to fifty percent (50%)** of the total contract value. This Bond must be purchased from a surety company authorized to transact business in the Commonwealth of Massachusetts. The premiums for the bond are to be paid by the successful bidder and are to be included in the contract price. The Bonds shall be written in conformance with Massachusetts General Laws, Chapter 149.

### I. GENERAL WORK DESCRIPTION

#### A. SCOPE OF SERVICES

The Brockton Public Schools is seeking FY2024 FOOD SERVICE EQUIPMENT REPAIR SERVICE to meet its needs in this area of concern.

##### I. On-Call Services

The Brockton Public Schools is seeking to establish a working relationship with a Contractor for on-call FY2024 FOOD SERVICE EQUIPMENT REPAIR SERVICE.

The Owner will establish a service order request system with the contracted vendor for all requested service(s). This service is to be provided to the Owner as scheduled on an as needed basis with priority given to emergency service or service for critical areas within the school system. While most service will be scheduled during normal work hours, it is inevitable that emergency or priority service work may arise which will require the response of the contracted vendor beyond normal working hours.

**Because all work performed by the Brockton Public Schools is subject to State Wage Rate Laws, all invoices must include a breakdown of per hour labor cost and material(s) costs as separate items so that payment of State Prevailing Wage Rates for all involved trades may be confirmed.**

#### B. MATERIALS AND WORKMANSHIP:

Unless otherwise specifically provided for in the Specifications, all services, workmanship, equipment, materials and articles incorporated in the work covered by these Specifications are to be of the best grade of their respective kinds for the purpose for which they are intended. Where equipment, materials or articles are referred to in the Specifications as "equal" to any particular standard, the Awarding Authority or those delegated by them shall decide the question of equality.

#### C. WAGES:

The wages paid to labor on this work shall not be less than the minimum wage rates established by the Commission of Labor and Industries of the Commonwealth of Massachusetts.



**D. PERMITS AND NOTIFICATIONS:**

The Contractor shall obtain and pay for all required licenses and permits for the work herein provided in these Specifications. The Contractor is also responsible for the timely filing of all necessary notifications involving environmental issues related to the project with all appropriate Federal, State, and Local authorities.

**E. MATERIAL REFERENCES:**

Specific reference in the Specifications to any article, device, product, materials, fixtures, form or type of construction or installation, etc., by name, make or catalog number shall be interpreted as establishing a standard of equality and shall not be construed as limiting competition. The Contractor, in such cases may at his/her option use any article, device, product, materials, fixtures, form or type of construction or installation which in the judgment of the Awarding Authority or those delegated by them is equal to that named.

**F. APPROVALS:**

All notices, demands, requests, instructions, approvals, and claims must be submitted in writing.

**G. PAYMENT TO CONTRACTOR:**

Payments are to be made in accordance with the provisions of Chapter 627, paragraph 1 of the Acts of 1961 which provisions are contained in the proposed Contract Form.

**H. INSURANCE REQUIREMENTS:**

1. Before commencing performance of any work on the project, the Contractor shall furnish evidence of insurance coverage for payment of Worker's Compensation and the furnishing of other benefits under Chapter 152 of the General Laws (the Worker's Compensation Law) to all person to be employed during the work covered by the Contract and shall continue such insurance in full force and effect during the term of this project. Failure to provide and continue in force such insurance and aforesaid benefits shall be deemed a material breach of the Contract covering the project and shall operate as an immediate termination thereof at the election of the Awarding Authority. Said insurance shall be acceptable to the Awarding Authority and the policy shall be submitted to the Awarding Authority for examination as a part of the Contract Documents. Satisfactory certificates of insurance of said insurance shall be filed with the Awarding Authority prior to the commencement of any work by the Contractor on this project.
2. The insurance required shall include all major divisions of coverage and shall be on a comprehensive basis including Premises and Operations, Owner's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owner, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater:

**Employer's Liability:** \$500,000

**Comprehensive General Liability Insurance:**

Bodily Injury Liability \$500,000 per person  
\$1,000,000 per occurrence

Property Damage Liability \$500,000 per occurrence  
\$2,000,000 annual aggregate

**Motor Vehicle Insurance:**

Bodily Injury \$500,000 per person  
\$1,000,000 per occurrence

Property Damage \$500,000 per occurrence  
Or, Combined Single Limit \$1,000,000

Excess Liability (Umbrella) Insurance:  
Combined Single Limit \$2,000,000

3. The Contractor shall affect and maintain insurance against all risks of physical loss upon all work in place and all materials stored at any work site, whether or not covered by payments made by the Awarding Authority. This insurance shall be in an amount equal to the full replacement cost thereof at all times and shall be for the benefit of the Awarding Authority and the Contractor as their interest may respectively appear. This insurance shall be placed with such company or companies as may be acceptable to the Awarding Authority.
4. In the event that the form of any policy or certificates of insurance required under this Contract or the amount thereof, if not especially specified herein, or the companies writing the same are not satisfactory to the Awarding Authority, the Contractor will secure other policies or certificates in form and amount and with companies satisfactory to the Awarding Authority.

The Contractor shall not cause any policies to be canceled or permit them to lapse, and all insurance policies shall include a clause to the effect that the policy shall not be canceled or changed until fifteen days after the Awarding Authority, as herein defined, has received written notice thereof as evidenced by return receipt of registered letter. All certificates of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the insurer, evidencing particularly that the Awarding Authority is included as one of those insured, the extent of the insurance, the location, and operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause.

5. All insurance shall be written on an occurrence basis unless the Awarding Authority approves in writing coverage on a claims-made basis.

**I. PATENT INFRINGEMENTS:**

The Contractor shall hold and save the Awarding Authority, its officers, and employees, harmless from liability of any nature or kind, including costs, and expenses for or on account of any, patented or unpatented invention, process,

article, or appliance manufactured or used in the performance of the work covered by these Specifications, including its use by the Awarding Authority.

**J. LAWS AND ORDINANCES:**

1. All work to be performed under this Specification shall be in accordance with all applicable laws, State or Federal, and all applicable ordinances, codes, rules and regulations of the Awarding Authority or any public board or officer having jurisdiction, regulation or control over any work to be done hereunder.
2. The building code of the City of Brockton shall be the minimum required for all work, but the Specifications shall govern wherever the Specification requirements are in excess of, greater than, or more stringent than code requirements and are permitted under the code.

**K. PROVISION OF LAW DEEMED INSERTED:**

1. Every provision required by law to be inserted herein, and especially those required by Chapter 149 of the General Laws, as amended, shall be incorporated herein by reference, to the extent that such is not already included herein as if it were set forth herein in its entirety. These documents shall be read and enforced as though such provisions were included herein and, if through mistake or otherwise such provision is not so inserted or is incorrectly inserted, then, upon the application of either party, these documents shall be amended to meet the requirements of the law.
2. In the event of any conflict between the provisions of these documents and the provisions required to be inserted herein, such latter provisions shall control.

**L. INVALID CLAUSES:**

1. If any provision of this Specification shall be such as to render it invalid or illegal, then if it shall not appear to have been made by the parties, it shall not be deemed to form part thereof, but the balance of the Specifications shall remain in force and effect.
2. The titles, headings and notes contained in the Specifications are solely to facilitate reference to various portions of the Specifications and in no way affect, limit or cast light upon the interpretation of the portion to which they refer.

**M. INDEMNITY:**

The Contractor agrees to indemnify and save the Awarding Authority harmless from and against any and all costs, loss, expense, liability, damages, or claims for damages, including costs of defending any action on account of any injury or damage to buildings, improvements or property of the City or any person, firm, corporation or association and on account of any injury (including death) to any person or persons arising or resulting from the work provided for or performed under the Contract documents or from any act, omission or negligence of the Contractor. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any insurance provided by the Contractor under the Contract. The Contractor shall furnish insurance to the Awarding Authority for the performance of the provisions of this paragraph.

**N. HOURS OF WORK:**

No laborer, worker, mechanic, foreman, or inspector working within the Commonwealth, in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the Contract, shall be required, or permitted to work more than eight hours in any one day, except in cases of

emergency, the Awarding Authority, being subject to Section 31, of Chapter 149 of the General Laws.

**O. QUALIFICATIONS FOR EMPLOYMENT:**

In the employment of mechanics, teamsters, chauffeurs, and laborers, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement for their employment who are male veterans as defined in Clause 43 of Section 7 of Chapter 4 of the General Laws, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be found in sufficient numbers, then to citizens of the United States.

**P. FREEDOM OF EMPLOYMENT TO LODGE, BOARD AND TRADE:**

Every employee in the work to be performed under this Contract shall be allowed to lodge, board, and trade where and with whom he elects and no person or his agents or employees shall directly or indirectly require as a condition of employment in said work, that an employee shall lodge, board or trade at a particular place or with a particular person.

**Q. SAFETY REQUIREMENTS; OSHA TRAINING [M.G.L. c. 30, s. 39S]**

The Contractor shall comply and shall cause all subcontractors and persons employed on the Work to comply with all applicable safety requirements. By executing this contract, the Contractor hereby certifies 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 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. 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.

**R. CONTRACT LIMITATION: (\$50,000.00)**

In no event shall payments by the Owner to Contractor, under this contract, exceed FIFTY Thousand (\$50,000.00) Dollars in the aggregate (i.e., total labor and materials). Contractor shall be responsible for tracking all invoices submitted and all payments made under the contract. Contractor agrees and warrants that it will not submit any invoices which exceed FIFTY Thousand (\$50,000.00) Dollars in the aggregate; and to reimburse Owner for any payments made to contractor more than FIFTY Thousand (\$50,000.00) Dollars.

**S. CORI**

Contractor acknowledges that all employees and workmen who are to perform work under this contract are subject to screening by Owner by means of conducting a Criminal Offender Record Information Search (CORI). Contractor warrants that it will provide workmen whose CORI shows no reason to prohibit contact with children of school age. Each such workman from the awarded vendor shall be required to submit a completed and signed CORI form which will be forwarded along with contract to be signed.