

**TOWN OF ASHBY**

**INVITATION FOR BID (IFB)**

**for**

**ASHBY ELEMENTARY SCHOOL  
LED LIGHTING RETROFIT PROJECT**

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- If any changes are made to this IFB, an addendum will be issued. Addenda will be located on the MRPC website at [mrpc.org](http://mrpc.org). Addendum shall be numbered consecutively as a suffix by the IFB reference number. (for example, the first addenda would be IFB A-1).
- Questions concerning this IFB must be submitted in writing to: Karen Chapman, [kchapman@mrpc.org](mailto:kchapman@mrpc.org) before NOON, August 10, 2020. Written responses will be posted on the MRPC website at [mrpc.org](http://mrpc.org). To control information disseminated regarding this IFB, parties interested in submitting bids are directed not to make personal contact with the Town of Ashby or staff of the NMRSD.
- It is the sole responsibility of the person submitting the bid to see that it is delivered on time. The MRPC will stamp the bid "received" and write the date and time on all bids submitted. To determine the time that a Bid is submitted, the MRPC time clock shall be the controlling factor. Bids received after the specified time and date will not be considered and will be returned unopened to the sender.

Due to COVID-19 MRPC office restrictions, the Bids received may not be stamped the day they are received, but will be stamped before the deadline, if received by that time. Bidders are strongly encouraged to submit electronic bids via email to ensure receipt and time and date accuracy.

- A bidder may correct, modify, or withdraw a bid by written notice received by MRPC prior to the time and date set for the bid opening.
- The Contract will be awarded within five (5) days after the bid opening. The time for award may be extended for up to ten (10) additional days by mutual agreement between the Town and the apparent lowest responsive and responsible bidder.
- After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived, or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clear on the face of the bid document, but the intended correct bid is not similarly evident.
- The Town may cancel this IFB or reject in whole or in part any and all bids, if the Town determines that cancellation or rejection serves the best interests of the Town.
- Total funds designated for this project: \$148,034.86 including utility incentives.
- All bid prices submitted in response to this IFB must remain firm throughout the contract term.
- If, at the time of the scheduled bid opening, MRPC is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, or COVID-19 closures, the bid opening will be postponed until 2:00 pm on the next normal business day. Bids will be accepted until that date and time.
- The bid must include a non-collusion form, tax compliance certificate, bid pricing sheet, and references.
- The bid must be signed by authorized individual(s) as follows: 1) if the bidder is an individual, by them personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the

signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

- This IFB and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of bids. The release of the IFB supersedes all other documents related to the work to be done. The contents of this IFB and subsequent modifications thereto take precedence over all information related to the AES LED Lighting Retrofit Project.
- This IFB shall not be construed to (1) create an obligation on the part of the Town to enter into a contract with any contractor or 2) serve as the basis for a claim for reimbursement of expenditures related to the development of a bid.
- Issuance of this IFB and receipt of bids does not commit the MRPC or the Town to award a contract. The Town and MRPC expressly reserves the right to postpone the bid opening date for its own convenience, to accept or reject any or all bids received in response to this IFB, to negotiate with more than one Contractor concurrently, or to cancel all or part of this IFB.
- The sole responsibility for compliance with the requirements of this IFB lies with each Contractor submitting a response. Each Contractor is solely responsible for all costs in preparing a response to this IFB and other activities associated with this IFB and shall not be chargeable to MRPC, the Town, or the NMRSD.
- All materials received relative to this IFB will be kept confidential until such time an award is made, or the IFB is canceled. At such time, all materials received must be made available to the public. If any part of any contractor's bid is proprietary or confidential, the contractor must so identify and so state. However, any information that must be used by MRPC to aid in bid selection must be restricted from the public. MRPC reserves the right to retain all bids submitted. Any restrictions on the use of hardware or software proposed, arising from the use or incorporation of confidential and/or proprietary information or materials, must be clearly stated in the bid.

## II. Scope of Services

- **General Description of the services required:** The Town requires a qualified and licensed electrical contractor to purchase the LED fixtures and install said fixtures according to the inventory and specifications in the Bid Pricing Sheet.
- **Contract term length and renewal options:** The contract term will run from the date of the contract award until December 31, 2020, with an option to extend the contract due to unforeseen circumstances (e.g. COVID-19 closures). This option is exercisable solely at the Town's discretion.
- **Pricing and pricing formats:** All bidders must provide both a unit price and a total price for each item listed on the attached bid pricing sheet. All bid prices must remain firm throughout the contract term.
- Contractor to complete and submit a Mass Save Custom Application for incentives before beginning work, including:
  - Room-by-room Scope of Work
    - Existing and Proposed Conditions with energy savings calculations
  - Proposed project cost

➤ Schedule of Proposed equipment cut sheets

Contact Joseph Van Gombos, Sr. Energy Efficiency Program Coordinator at Unitil for more information about the application process.

Office Phone: (603)294-5023

Mobile Phone: (603)686-6235

- Contractor shall purchase and install qualified luminaires in the quantities and locations identified in the Bid Pricing Sheet.
- Contractor shall safely remove existing equipment, lamps, and components and dispose of or recycle the equipment, lamps, and components in accordance with all applicable laws, regulations, and codes.
- Contractor shall warrant all labor and replace defective LED luminaires and parts thereof for a period of one year from the date of project acceptance. The warranty for the luminaires shall be no less than ten (10) years. For screw in fixtures, a five (5) year warranty is acceptable.
- Contractor shall provide all necessary equipment, hardware, adapters, and any other materials necessary for a quality installation.
- The Contractor shall test and commission all LED lights installed to ensure that they work as per the performance specifications.
- The Contractor shall train NMRSD personnel in all aspects of routine operation, maintenance, and safety of the LED lighting fixtures that were installed per contract.
- The Contractor is required to provide any safety equipment and work lighting needed when scheduling work hours.
- The Contractor shall provide a list of replacement devices, unit cost of each, total cost of each, total kW saved, annual kWh saved, estimated cost savings, and a simple payback using the inventory of existing lighting fixtures identified in the Bid Pricing Sheet and Specifications.
- The opening of AES in the fall is subject to Massachusetts orders related to the COVID-19 outbreak and the NMRSD Administration, and is undetermined at this time; therefore the Contractor should be prepared to work outside of the school's schedule (8:50 AM till 3:05 PM) if needed. The Contractor may schedule work after hours, at graveyard shift, or on weekends.

### **III. Quality Requirements**

- Bidders must provide all items described in Section II: Scope of Services and comply with all Bid Submission Requirements listed in Section I.
- Bidders must have a minimum of two (2) years of satisfactory performance under at least five (5) different contracts similar in size to the proposed contract.
- Bidders must have licensed electricians as part of their work crew.

#### **IV. References**

- All Bidders must submit information that indicates specific qualifications to perform the services as specified herein. Each Bidder must submit with the bid a complete list of clients for whom such services have been provided during the past two (2) years. The reference list shall include the names and addresses of each client; the names, titles, and current telephone numbers of each client's cognizant-manager, and the dates the work was performed. During the evaluation and selection process, the MRPC may contact each of the referenced clients.

#### **V. Rule for Award**

- The contract will be awarded to the responsive and responsible bidder offering the lowest total price for all required services within the amount approved for the project, as well as the bidder who can provide the services beginning as soon as the contract is awarded and executed.

#### **VI. Bid Pricing Sheet**

- See Appendix A.

#### **VII. Non-Collusion Form and Tax Compliance Form**

The certificate of non-collusion and tax compliance certification must be submitted with the bid.

**CERTIFICATE OF NON-COLLUSION**

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.

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Signature of individual submitting bid or proposal

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Name of business

**TAX COMPLIANCE CERTIFICATION**

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

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Signature of individual submitting bid or proposal

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Name of business

## VIII. Additional Contract Terms and Conditions

- **Insurance and Indemnification**

The Contractor shall hold harmless and indemnify the Town, MRPC and the NMRSD and all officers, agents, employees, and members of the Town, MRPC and the NMRSD from and against any such actions, suits, or other proceedings.

- **Permits and Licenses**

The Contractor, its employees, and agents, shall secure and maintain valid certifications and licenses as require by law for the execution of services pursuant to the contractual terms. The Contractor shall secure all required local permits in order to perform the work outlined in this document.

- **Termination of Agreement**

The Town may terminate the contract at any time without penalties by providing Contractor with 30 days written notification.

- **Termination for Nonperformance**

If the Contractor fails to perform services as required including furnishing properly trained personnel, or if they should be adjudged bankrupt, or if a receiver should be appointed on account of their insolvency, or should fail to provide services as required, then the Town may, with prejudice to any other right or remedy, or penalties, serve written notification of intention to terminate the Agreement. Such notice shall contain the reasons for such intention to terminate.

All work shall be performed under written contract, which shall be in a form provided by and acceptable to the Town.

**APPENDIX A: BID PRICING SHEET AND SPECIFICATIONS**

ASHBY ELEMENTARY SCHOOL LED LIGHTING RETROFIT PROJECT

BID DEADLINE: AUGUST 17, 2020 at 2:00 p.m.

**See attached spreadsheet (AES Bid Pricing and Specifications) for other required information in addition to the required information below.**

TOTAL COST OF PROJECT BEFORE INCENTIVES: \_\_\_\_\_

TOTAL kWh SAVED: \_\_\_\_\_

ESTIMATED TOTAL ANNUAL COST SAVINGS: \_\_\_\_\_

SIMPLE PAYBACK PERIOD: \_\_\_\_\_

ARE YOU AVAILABLE TO BEGIN WORK AS SOON AS A CONTRACT IS SIGNED? (Y or N): \_\_\_\_\_