

PURCHASING DIVISION
CITY OF WORCESTER
MASSACHUSETTS 01608-1895
ROOM 201 - CITY HALL, 455 MAIN ST.
PHONE (508) 799-1220

SEALED BID INVITATION
(Supplies, Material, Equipment, Services)

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

SEALED BID NO. CR-8384-M5

DATE: March 5, 2025

CITY OF WORCESTER
Christopher J. Gagliastro, MCPPO
Purchasing Agent

BUYER: Stephen R. McDonald

NOTICE TO BIDDERS
TERMS AND CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 5 below.

COMPLETE ORIGINAL COPY (including ALL pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:

DATE: March 26, 2025

TIME: 10:00 A.M. LOCAL TIME

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK SEALED ENVELOPE **"Sealed Bid No. CR-8384-M5, HVAC Parts and Supplies / WPS"**

The name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

GENERAL

1. This Bid Invitation covers: Furnish and deliver all HVAC parts and supplies as per the attached requirements and specifications of Worcester Public Schools for a period of three years from June 1, 2025 to May 31, 2028.
2. **A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$ N/A must accompany this bid.**
3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above.
NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED
4. **A performance bond in the amount of \$ N/A of the total dollar award is required.**
5. **A payment bond in the amount of \$ N/A of the total dollar award is required.**
6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: All Apply.
7. Questions pertaining to this bid must be directed to Stephen R. McDonald via email at MCDONALDS@worcesterma.gov
8. The following meanings are attached to the defined words when used in this bid form.
 - a) The word "City" means The City of Worcester, Massachusetts.

- b) The word “Bidder” means the person, firm or corporation submitting a bid on these specifications or any part thereof.
 - c) The word “Contractor” means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - d) The words “Firm Price” shall mean a guarantee against price increases during the life of the contract.
9. Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (or e-mailed at: MCDONALDS@worcesterma.gov). No changes will be considered or any interpretation issued unless the request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.
10. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors, etc., during this contract.
11. The Contract Agreement will be in the form customarily employed by the City of Worcester and is on file in the Purchasing Division at City Hall.
12. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. **Conditional bids will not be accepted.**
13. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L. C. 43 Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
14. As the City of Worcester is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
15. All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. **Time reserved for award is ninety days.**
16. In case of error in the extension prices quoted herein, the unit price will govern.
17. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the City.
18. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
19. Awards will be made to the bidder quoting the lowest net price in accordance with the specifications.
20. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and the Department of Public Safety of the Commonwealth of Massachusetts.
21. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
22. The contractor will not be permitted to either assign or underlet the contract, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City of Worcester.

23. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a legal Holiday) from the date of the mailing of a notice from the City to him/her, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.
24. When quoting, the bidder shall submit a signed copy of this bid form, and if bid accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form 30B (Sealed Bid Goods & Services) when submitting a bid. Bidder must sign and return complete form 30B (Sealed Bid Goods & Services).
25. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants or agent, the amount of such damages shall be determined by the Purchasing Agent of the City of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.
26. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and/or Acts of God.

INSURANCE AND WORKER'S COMPENSATION

27. **COMMERCIAL GENERAL LIABILITY INSURANCE:** Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$ 1,000,000.00 per occurrence / \$ 2,000,000.00 aggregate.
28. **AUTOMOBILE LIABILITY INSURANCE:** Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limit, of \$ 1,000,000.00 (all owned, hired, and non-owned autos).
29. **COMPENSATION INSURANCE:** The contractor shall furnish the City of Worcester with certificates showing that all of his/her employees who shall be connected with this work are protected under statutory worker's compensation insurance policies.
30. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone of his employ during the execution of the contract.
31. Prior to starting on this contract, the Contractor shall deposit with the Contracting Officer certificates from the insurer to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.
32. Except as may otherwise be stated herein, the Contractor shall also carry bodily injury and property damage insurance in an amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engaged in this contract.

DISCOUNT

33. Prompt pay discounts will be considered when determining the low bid except when discounts are for a period of less than 30 days. In this event discounts will not be taken into consideration when determining low bid.

34. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contract is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

GUARANTEE

35. The bidder to who a contract is awarded guarantees to the City of Worcester all equipment, materials and or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

DELIVERIES AND COMPLETION

36. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.
37. The contractor shall familiarize himself with the location and facilities for storage.
38. The City through its Purchasing Division reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

SAMPLING AND ANALYSIS

39. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.
40. Samples of the product to be delivered may be taken by a representative of the City, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the City representative.
41. The representative of the City taking the samples shall be given the opportunity, while sampling, to affix his or her signature to the delivery slip each item represented in his/her sample.
42. Any product after the sampling and analysis, not found meeting the requirements of the contract shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.
43. If any product is found that does not meet the analysis submitted by the bidder in his/her proposal, the Purchasing Agent may, at his or her option, exercise his/her right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.
44. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

45. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation, that no officer or agent of the City is directly or indirectly interested in this bid; and he/she proposes and agrees that if this proposal is accepted he/she will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.
46. No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or requires for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" or a "sex offense involving a child" or a "sexually violent offense" or would meet the definition of "sexually violent predator" as those terms are defined in Section 178C of the General Laws and who must register with the sex offender registry board.
47. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged from providing services or work pursuant to this contract. Without limiting the generality of the foregoing, intimidation, threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.
48. The Contractor's performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. The Contractor shall further obtain from its employees authorization that appropriate City personnel may obtain all available criminal offender information ("CORI") from the Criminal History Systems Board. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted of assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
49. The procurement officer shall award the contract to the lowest responsible and responsive bidder. The term "responsible bidder" means "a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance." Consistent with its duty to maintain public order and promote public safety, the City has determined that this contract is of a type and nature so as to be particularly sensitive due, at least in part, to the contractor's inherent access and dealings with the members of the general public. Therefore, the City has concluded that additional scrutiny is justified as it determines whether a particular bidder is responsible, having the integrity and reliability to properly perform the requested services. This may entail consideration of the contractor's system of oversight, training and supervision of its employees, including but not limited to its requirement of a high standard of customer service and courtesy in its dealings with the public. The bidder's care and diligence in hiring and assigning its employees will also be considered. In making its determination, the City reserves the right to examine any and all information at its disposal, including but not limited to prior City contracts, the experiences and information obtained from current and former customers (whether identified by the bidder as references or not), as well as other sources available to the City, including but not limited to court documents, newspapers, financial reports (such as DUNS), and certain police data and reports.
50. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal or otherwise shocking or offensive to the general public. The determination

whether any particular behavior is illegal, criminal or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days' notice as otherwise provided herein

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address	Zip Code
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If a Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Home Address _____

Zip Code _____ Telephone No. _____

(2) If a Partnership

Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
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_____	_____	_____
_____	_____	_____
_____	_____	_____

Business Address _____ Zip Code _____

Tel. No. _____

(3) If a Corporation

Full Legal Name _____

State of Incorporation _____ Qualified in Massachusetts ? Yes _____ No _____

Principal Place of Business _____
Street P.O. Box
City/Town State Zip

Telephone No. _____

Place of Business in Massachusetts _____
Street P.O. Box
City/Town State Zip
Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____
Street P.O. Box
City/Town State Zip

Place of Business in Massachusetts _____
Street P.O. Box
City/Town State Zip
Telephone No. _____

NOTE

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

F.I.D. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____ TITLE _____
PLEASE SIGN

DATE _____ BID SECURITY \$ _____

The name of Customer Service Representative and the Contract Administrator responsible for servicing this account in the event of contract award are:

NAME (PLEASE PRINT) *Customer Service Rep.*

TEL. NO. _____

NAME (PLEASE PRINT) *Contract Administrator*

TEL. NO. _____

FAX NUMBER

FAX # _____

E-MAIL (Customer Service Rep.): _____

E-MAIL (Contract Administrator): _____

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

" The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

(Please Print) _____
Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality next to each item. WE MUST KNOW WHAT HAS BEEN OFFERED.

The quantities shown herein are estimated only and the Contractor will be required to furnish all quantities ordered by the City during the period of the contract.

YES ☒ NO ☐

Delivery to be made to: Worcester Public Schools

This Bid includes addenda numbered _____

NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING!

BIDDER TO COMPLETE ITEMS BELOW

Item No.	Estimated Quantity	Description			Unit Price	Total Amount
		<p>Furnish and deliver all HVAC parts and supplies as per the attached requirements and specifications of Worcester Public Schools.</p> <p>Award to be made by the highest percentage discount offered by each manufacturer.</p> <p>Only flat rate percentage discounts will be acceptable. Any "range" discount rates (For example: 10% to 20%) will be rejected.</p> <p>Questions pertaining to this bid must be directed to Stephen R. McDonald at MCDONALDS@worcesterma.gov</p>				<p align="center">See Pricing Proposal / Specification Pages</p>

TERMS, PROMPT PAY DISCOUNT _____% 30 DAYS, NET 45 DAYS.

DELIVERY AND/OR COMPLETION TO BE MADE WITHIN as required DAYS FROM DATE OF NOTIFICATION BY THE CITY.

NAME OF BIDDER _____

HVAC PARTS & SUPPLIES / WPS

BID #: CR-8384-M5

1.1 **Purpose**

The purpose of this bid is to contract with a responsible bidder to provide HVAC parts, equipment, supplies and materials, to be used at various sites throughout the Worcester Public Schools (WPS) by the Facilities Department for routine and general upkeep of all existing facilities, abiding by the minimum requirements set hereto. Any and all City and School Departments / Divisions may utilize this contract at the unit prices agreed hereto.

1.2 **Qualifications of Bidder**

- a. Only responsible Bidders, who normally have knowledge and experience of and are currently engaged in the operation of providing a range of HVAC parts, supplies, equipment and other miscellaneous HVAC materials, will be considered for award of this bid. Qualified bidders shall have adequate inventory, organization, facilities, personnel, and other resources necessary to ensure prompt, efficient and satisfactory service and supply to WPS.
- b. The Bidder shall be in sound financial position, licensed and must be primarily engaged in HVAC supply business. Bidder shall also have been in business for the last three (3) consecutive years or more in Massachusetts, , and be capable of meeting WPS's quantity and delivery needs as specified.
- c. Bidder shall demonstrate their work history and **specific** qualifications in their submission. Please attach a list of similar contracts.
- d. WPS reserves the right, before awarding the contract, to require bidder(s) to submit further evidence of qualifications or any other information WPS staff may deem necessary for further clarification or clarification of items submitted.

1.3 **References**

- a. The Bidder must present a minimum of three (3) references for which they have provided similar HVAC parts, equipment and supplies for within the last three (3) years. All references must include the name of the organization, a contact name, title, phone number, email address, brief description of items provided and estimated quantities, location and date(s) of services (*mm/yy to mm/yy*).
- b. All references shall be for items/orders that are similar in nature, scope and fairly equivalent in size to that of the items listed under this bid.
- c. WPS reserves the right to solicit reference letters from known prior or existing customers of the bidder.
- d. Failure to submit references may result in rejection of bid.

1.4 Organization Description

A description of the bidder's organization shall be supplied with bid submission. Description shall include, but be not limited to, a brief history of organization, description of services/commodities provided, locations, number of years in business, the number of employees currently employed, etc. Failure to submit organization description may result in rejection of bid.

1.5 Location

All bidders must have an office / branch or warehouse facility, with adequate inventory, **located and based within Worcester County, Massachusetts and within twenty (20) miles of Worcester City Hall. Please list location(s) within your organization description.** Office/branch shall be currently open and operational and shall remain open and operational for the contract period.

1.6 Service Representative

The bidder shall provide information on a sales representative to be contacted for quotes, placement of orders, and general assistance as needed by WPS. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

Section 2 - Contractor Requirements

2.1 Bidder Performance

- a. Contractor(s) shall maintain an acceptable level of satisfactory service throughout the duration of the contract.
- b. It shall be the responsibility of the contractor to be knowledgeable and familiarize itself with any and all applicable federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the supply of materials under this bid, which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.
- c. Contractor shall perform or supply any and all services in accordance with any and all Federal, State, County and City statutes, laws or regulations. Any fines levied due to failure to comply with any requirement shall be the sole responsibility of the Vendor. Lack of knowledge by the contractor will in no way be a cause for relief from responsibility.

2.2 Delivery

- a. Awarded vendor(s) will be required to deliver the majority of the materials and orders to the Facilities Department, Worcester Public Schools, 115 Northeast Cutoff, Worcester, MA 01606. Vendor will also allow pick up by authorized School District personnel on an as needed basis, when so desired by the Facilities Department. WPS also reserves the right to have items delivered directly to a school or project site located within Worcester, Massachusetts. All deliveries, unless otherwise noted and explained with this bid, will be at no charge.

****Any/all District representative picking an item up shall have a valid purchase order number and identification badge in which to charge the purchase against.***

- b. The delivery of routine requirements should be made within twenty-four (24) hours, unless otherwise determined and accepted in this bid or by the Facilities Department at the time of order. The delivery of emergency requirements cannot exceed two (2) hours or must be available for immediate pick-up from local store located in Worcester County, Massachusetts. Failure to meet the delivery requirements will be cause for rejection of bid and/or termination of contract.
- c. In the event successful contractor cannot meet the delivery requirements or the quantities, once an order has been placed, it must contact the WPS ordering department, immediately, with an estimated delivery time that must be approved by said department. If estimated shipment time period is not acceptable, then WPS has the right to use another contract vendor to obtain the materials. Furthermore, the Facilities/Ordering Department must approve any item that may lose its discounted price due to a special delivery request.
- d. All delivery times and locations will be specified by the Facilities or ordering department at the time of or prior to the shipment of any order.

- e. All items shall be packaged and shipped in containers that are suitable for storage or shipment, and all prices shall include standard commercial packaging.
- f. Vendor(s) shall be responsible for delivery of items in new condition at point destination. Vendor(s) shall file with any carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. WPS will note, for the benefit of vendor(s), when packages are not received in new condition and may reject any package that is damaged. In the event the material and/or services supplied to WPS is found to be defective or does not conform to specifications, WPS reserves the right to cancel the order upon written notice to the vendor and return the product to vendor at vendor's expense.
- g. Failure to deliver as described herein will be cause for termination of any orders and the ordering from alternate vendors. Vendor may be held accountable for any increase in price due to its inability to deliver, that WPS incurs ordering with an alternate vendor.
- h. Continual non-compliance with delivery schedule or failure to keep ample supply will be cause for termination of contract.

2.3 Acceptance

It is WPS's responsibility to thoroughly inspect the product(s) prior to acceptance. Delivery of product(s) to a WPS site however does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product(s) meets contract specifications and requirements listed in this document.

2.4 Right to Require Performance

The failure of WPS at any time to require performance by the contractor of any provision herein shall in no way affect the right of WPS thereafter to enforce same, nor shall waiver by WPS of any breach of any provision herein be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. Furthermore, indulgence by WPS on any non-compliance by the contractor does not constitute a waiver of any rights under this bid.

Section 3 - Scope & Product(s) Description

3.1 Description

- a. WPS intends to purchase A/C parts, equipment, supplies and materials under this bid, for use primarily by the Facilities Department for repair, maintenance and up-keep of existing facilities at various sites located throughout WPS. The need exists to have a proper source of supply that is responsive, readily available and able to meet WPS requirements with minimum delay in acquisition and/or delivery. Since WPS maintains minimal inventory, these items are procured on an "as required" or "emergency" basis only, and delays in acquisition are not acceptable. All potential bidders, who wish to be considered for any award(s) to supply these items to WPS shall fulfill the requirements as listed herein.
- b. Annual expenditures under this bid have been estimated to between \$ 75,000.00. and \$ 100,000.00 This figure is given strictly as an estimate for potential bidders and for bidding purposes only. A wide variance in actual expenditures can be expected due to "as necessary" or "emergency" procurement habits. Therefore, **no guarantee** is given or implied as the total quantity or dollar values of this bid. WPS is not obligated to place any order with vendors participating in this bid. Contract awards will only guarantee a specific source of supply for the WPS Facilities Department, and **will not** guarantee or obligate total dollar expenditure.
- c. It is the Vendor's responsibility to be knowledgeable and familiar with and supply all items under this bid which comply with all current federal, state and local laws, codes, rules and regulations. All services will be in accordance with any and all governing requirements and shall conform to all laws, ordinances, codes, rules and regulations including state, local and federal. Services shall comply with all governing codes and regulations and shall meet or exceed the accepted standards of the industry. Failure to abide will be cause for termination of contract.
NO STATEMENT WITHIN THIS DOCUMENT SHALL NEGATE COMPLIANCE WITH ANY APPLICABLE GOVERNING REGULATION.
- d. The Facilities Director or their designee will be the judge of conditions and the performance of the Vendor(s). The Purchasing Director shall serve as the Contracting Officer and resolve all disputes associated with this contract.

3.2 Description of Sites

- a. WPS currently has over fifty (50) sites located throughout Worcester, MA that may place orders under this bid. A list of sites and addresses will be found in Exhibit B.
Please note that this list may not be all inclusive. All WPS sites are located in Worcester, Massachusetts.
Contractor shall be able to perform services at any WPS site.
- b. The specific sites listed herein may not be all-inclusive. WPS reserves the right to add additional sites or delete sites as necessary for the duration of the contract. Pricing will be held for any additional site based upon the pricing given herein.
- c. The majority of orders under this bid will be placed by the Facilities Department; however, bidder shall note that any WPS department or site may place orders for items under this bid. The prices submitted by bidders under this bid will be held for any WPS site as well as any City of Worcester sites..

3.3 **A/C Parts, Equipment & Supplies, Specifications**

The categories listed below are generalizations of the A/C parts, equipment and supplies WPS may require under this bid. They are by no means all inclusive, nor is it a guarantee WPS will require all items listed. Items are listed only to give bidders an idea of the type of merchandise vendors should carry in order to become a supplier to WPS. Bidder shall list the products, on the bid sheet, its warehouses and its ability to supply to WPS. Please note that bidders do not have to carry all the items or manufacturers listed below to be considered for participation of this bid. However, bidders must bid a minimum of 20 listed / approved manufacturers in order to be eligible for award.

- **Motors & Accessories** – bearings, shafts, belts, capacitors (run, start, dual), condenser fan motors, belt drive motors, refrigeration, air-conditioning, general-purpose motors, fan blades, hardware kits, pulleys, terminals, relays, fuses, meters, etc...
- **Ventilation** – fans, exhaust fans, bath, roof, furnace and air filters, etc...
- **Controls** - pressure, oil, phase, temp, a/c and heat, water, air, dryers, compressors, contactors, hydronic, valves and fittings, etc...
- **Equipment** – coils, handlers, boilers, dehumidifiers, detectors, evaporators, gauges, etc...
- **Installation Supplies** – access fittings & tools, adhesives, evaporative coolers, tape, insulation, copper tubing, duct board, flex duct, wire etc...
- **Compressors** – air conditioning, refrigeration, ice machines, etc...
- **Pumps** – sump, ice, utilities, oil, vacuum, acid, condensate, refrigerant recovery, etc...
- **Thermostats** – White-Rodgers, Honeywell
- **Refrigeration & HVAC Supplies** – access fittings, accustats, solenoid valves, receivers, refrigerants, air cleaners, air curtains, etc...

UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

3.4 **AC Parts, Supplies & Equipment Awards**

- a. Contract awards will be made to those bidder(s) that the City considers responsible under MGL. C. 30B and are responsive to the stated specifications and requirements.

Due to the wide range of needs and requirements of the Facilities Department, it will be necessary to award contract to multiple responsible vendors. the City will award up to three contracts to the three bidders offering the largest average discount across all manufacturers listed / approved herein (minimum of twenty listed / approved manufacturers)

3.5 **Pricing - Manufacturer's Suggested Retail Price (MSRP) Discounts**

All prices or discounts submitted under this bid shall be quoted FOB destination, include inside delivery to any WPS site and shall be firm for the duration of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to WPS during the course of the contract.

- a. WPS utilizes several manufacturers, including, but not limited to: AEON, Allanson International, Belimo, Baldor, Bell & Gossett, Carrier, Century, Daikin, Erie Controls, Honeywell, Johnson Controls, Lovejoy, Mammoth, McDonnell & Miller, Raychem, Taco, Trane, Watts, Westwood and York. WPS understands that each bidder could potentially be a distributor for several manufacturers. Therefore, WPS is requesting that bidder list in the appropriate area on the bid sheet any discount offered per manufacturer. A letter from each Manufacturer, stating that bidding company is indeed an authorized distributor for, may need to be submitted upon request after bid opening and prior to an award.
- b. Bidder shall list its most current, single fixed percentage discounts offered for those manufacturer's it is able to supply to WPS. Single-fixed percentage discount offered shall be firm for the duration of the contract. Discount should not be predicated upon receiving a certain size minimum order. Discounts should be offered on the basis of order quantities of one (1) or more. Discounts cannot be a range or list of percentages. The discount must be one firm percentage per manufacturer/commodity, as listed on the bid sheet. A list of the most common manufacturers utilized by WPS has been provided, however, bidder(s) should list all manufacturers that are not listed with corresponding discounts it is willing to offer.
- c. Awardee(s) may offer additional educational discounts at any time during the course of the contract and invoice at a greater discount than their bid discount submitted herein.
- d. Bidder agrees to provide all manufacturer's published price lists available, upon awarding of this contract, to WPS and at any time after the bid has been opened and/or analyzed or during the course of the contract.
- e. WPS reserves the right to request from bidder(s) separate manufacturer certification of all statements made under this bid. Bidder may submit manufacturer certifications with submittal if desired.

3.6 **Pricing - Percentage Other Item Discounts**

- a. During the course of the contract WPS may purchase other HVAC items, hardware, equipment, materials, etc., not listed per a specific manufacturer as listed herein, as necessary. WPS is requesting each bidder to quote a single fixed percentage discount rate for any and all other items it is willing to offer in the appropriate area on the bid sheet. Single-fixed percentage discount offered shall be firm for the duration of the contract. Discount should not be predicated upon receiving a certain size minimum order. Discounts should be offered on the basis of order quantities of one (1) or more. Discounts cannot be a range or list of percentages. The discount must be one firm percentage, as listed on the bid sheet. Any such discount may be from the retail/catalog/website pricing or MSRP as identified on this bid. Any exceptions to the discount should be listed on the bid sheet. A list of retail/catalog/website pricing shall be supplied to WPS upon written request. If no discount is offered on additional items, either a NB or blank will be sufficient.
- b. Awardee(s) may offer additional educational discounts at any time during the course of the contract and invoice at a greater discount than their bid discount submitted herein.
- c. Bidders must provide the manufacturer's published list price, website, or catalog pricing available to Worcester Public Schools (WPS) at the time of bid submission. An updated list will be made available, upon request, after the bid has been opened and/or analyzed or during the course of the contract.

- d. Specialty/Custom Orders : All specialty or custom orders must incorporate the manufacturer's cited discount provided in the bid.

3.7 Quantities

Any quantities listed under this bid are estimates based on anticipated usage. They are subject to change (increase/decrease) in order to meet the needs of WPS. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

3.8 Catalogs / Inventory List / Website

- a. Bidder shall indicate in its bid submission the best method to view its inventory (i.e., website, printed catalog or other). If a current catalog is printed, bidder **shall** submit with its bid. If no catalog is available, bidder shall indicate the best, current website or inventory list that is available. This information will assist WPS in its award process to view the variety of items bidder is capable of handling and to gain an idea of its warehouse capabilities.
- b. WPS may request at any time during the contract, for the vendor to supply a current website, inventory list, catalogs, etc., as necessary.

3.9 HVAC Parts, Equipment & Supplies Sample List

- a. The bid sheet reflects a sampling of HVAC parts, supplies and equipment that has a relatively high usage with WPS. This list is by no means all-inclusive, and is provided strictly for bidding purposes and will assist in the award of the contract. The bid price sheet requires prospective bidders to provide pricing for the items it offers and the following information: manufacturer, manufacturer's list price, percent discount (from the Manufacturer's List Price), WPS's price and if the item is currently in stock in Naples. Please put all information on the sheets provided.
- b. All prices shall be per the % Discount offered on the MSRP and will be firm through the contract end date unless otherwise noted in the appropriate area on the bid sheet. All prices quoted shall be FOB destination and shall include inside delivery to the Facilities Department, Worcester Public Schools, 115 Northeast Cutoff Worcester, Massachusetts 01606, as well as the list of schools found in Exhibit B.
- c. Partial bid pricing sheets are acceptable. For any item the bidder does not carry, a "NB" (no bid) will be sufficient. Any item left blank will be considered a no bid. Failure to complete the attached bid price sheet may result in rejection of bid.
- d. If the item listed specifies a manufacturer, then that manufacturer is considered to be the standard of quality that is acceptable. Other manufacturers for those items will be considered, and bidders should list the manufacturer they are bidding if different from that listed and supply back-up documentation on item and/or manufacturer to demonstrate it meets or exceeds the manufacturer listed. If part numbers or manufacturers which are listed in this bid are no longer available, bidder shall update the part number/manufacturer with the most current and up-to-date model and shall indicate as such on the bid sheet.

3.10 Reconditioned Material

All items sold under this bid shall be NEW as specified herein. During the course of the contract, if a vendor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in WPS's best interest, the vendor shall so notify the ordering Department prior to the ordering of any such items. The vendor shall notify the ordering department and inform it of the reasons and any benefits that may accrue to WPS if it authorizes the use of reconditioned goods, materials, supplies, or components. If approved by WPS, approval will be in writing from an authorized agent of WPS.

EXHIBIT "A"

References (please use additional paper if necessary):

Reference #1

Name of Organization: _____

Contact Name/Title: _____

Phone Number: _____

Address: _____

City/State/Zip: _____

Types of Goods Sold: _____

Dates of Services (mm/yy to mm/yy): _____

Reference #2

Name of Organization: _____

Contact Name/Title: _____

Phone Number: _____

Address: _____

City/State/Zip: _____

Types of Goods Sold: _____

Dates of Services (mm/yy to mm/yy): _____

Reference #3

Name of Organization: _____

Contact Name/Title: _____

Phone Number: _____

Address: _____

City/State/Zip: _____

Types of Goods Sold: _____

Dates of Services (mm/yy to mm/yy): _____

HVAC PARTS & SUPPLIES - PRICING PAGE / BID #: CR-8384-M5

* The successful bidder must have a distribution facility which will service the City of Worcester within a twenty (20) mile radius of Worcester City Hall, 455 Main St., Worcester, MA 01608. This is necessary for pickups required from time to time.

* Discount percentage to be from Manufacturer's list price schedule in effect at time of order placement.

* Awarded bidder to provide product literature and/or price schedules to requesting departments or agencies at no charge upon request.

* Quotes requests will be made by each department. All quotes shall include the following information. Quotes that do not properly identify contract pricing may be rejected.

- List of Items
- MSRP of each item
- Applicable contract discount percentage
- Applicable Contract pricing for each item

See below for additional quote requirements for WPS

* All request for quotes are to be processed and returned to the WPS Facilities Department within 24 hours of request.

* All quotes must include the building location and the lead times for the parts and supplies listed.

* All parts and equipment, included in this contract, must be available for overnight delivery.

* Delivery to Facilities Dept., 115 Northeast Cutoff, between 6:30 AM and 8:00 AM.

* Delivery to schools between 7:00 AM to 3:00 PM

* In order to verify and ensure accuracy of invoice pricing in accordance with the terms and conditions agreed upon between vendor and City, the vendor will include manufacturer's invoice or price page with each invoice forwarded for payment.

Discount - Please indicate the corresponding single rate % discount from MSRP for each as applicable.

MANUFACTURER	% DISCOUNT FROM MSRP	
AEON	%	
ALLANSON INTERNATIONAL	%	
AURORA	%	
BALCO	%	
BALDOR	%	
BARNES & JONES	%	
BECKETT	%	
BELL & GOSSETT	%	
BELIMO	%	
CARRIER	%	
CENTURY		
CHAMPION	%	
CONBRACO	%	
CUTLER	%	
DAIKIN	%	
DANFOSS	%	
DAYTON		
DEFINITIVE PURPOSE	%	
EMERSON SWAN	%	
ERIE CONTROLS	%	
FURNAS	%	
FUNCTIONAL DEVICES	%	
HAMMOND	%	

MANUFACTURER	% DISCOUNT FROM MSRP	
HART & GOOLEY	%	
HOFFMAN	%	
HONEYWELL	%	
IMCO	%	
JOHNSON CONTROLS (JCI)	%	
LOVEJOY	%	
MAMMOTH	%	
MARS	%	
MARATHON	%	
MAXITROL	%	
MCDONNELL & MILLER	%	
MILLER	%	
NEVCO	%	
RAYCHEM	%	
RITCHIE	%	
SAUTER	%	
SUREFIRE	%	
TACO	%	
TRANE	%	
VALANT	%	
WATTS	%	
WESTWOOD	%	

* Percentage Discount from parts, manufacturers, not listed, current pricing at time of order.

Other: _____	%	
Other: _____	%	
Other: _____	%	
Other: _____	%	
Other: _____	%	
Other: _____	%	

Other: _____	%	
Other: _____	%	
Other: _____	%	
Other: _____	%	
Other: _____	%	
Other: _____	%	

Specialty/Custom Orders All specialty or custom orders must incorporate the manufacturer's cited discount provided above.

Furnish and Deliver to the Worcester Public Schools (and other City Departments as needed)

Estimated annual purchases are approximately \$ 75,000 - \$ 100,000.00.

* Parts list below is included for informational purposes only and represents typical products

Category 1 : Boiler Equipment

#	ITEMS
1	BakeLite Fit
2	Fire Eyes Complete Sets
3	Furnas Auxiliary Contact Kit
4	Furnas Magnetic Starter with Melting Alloy Overload
5	Furnas Push Button Kit
6	McDonnell & Miller Arm Assembly
7	McDonnell & Miller Boiler Water Level Control
8	McDonnell & Miller Co-12 Gaskets
9	McDonnell & Miller Diaphragm Seal Assembly
10	McDonnell & Miller Feeder Gaskets
11	McDonnell & Miller Head Gaskets
12	McDonnell & Miller Heads
13	McDonnell & Miller Large Bellows Assembly
14	McDonnell & Miller Low Water Assembly
15	McDonnell & Miller Low Water Cut-off Switch
16	McDonnell & Miller LWCO F26 Gaskets
17	McDonnell & Miller Small Bellows Assembly
18	McDonnell & Miller Valve & Strainer Assembly
19	McDonnell & Miller Valve Assembly with Gaskets
20	McDonnell & Miller 150-14 Body Gaskets
21	Nozzles .50 GPH to 10.5 GPH
22	Oil Valves
23	Pilot Assemblies
24	Power Flame Transfers
25	Power Vent Hoods
26	Pressure Timers
27	Pressure Trolls
28	Ritchie 2 valve Manifolds
29	Ritchie 60R YB Hose
30	Surfire Collars 2" to 24"
31	Westwood Ceramic Ignition
32	Galv 900 I" to 24"
33	Galv Caps 1" to 24"
34	Galv Pipe 1" to 24"

Category 2 : General Equipment

#	ITEMS
35	Plenum Wire
36	Plugs for Heat Cable
37	Program Relays
38	Raychem Heat Cable
39	Red Insulation
40	Relay Switches
41	Silicone Ignition Cable
42	Testers Gas & Air - Gas & Oil
43	Thermostat Tape
44	Thermostat Wire
45	Thermostats T87FS
46	Time Delay Switch
47	Transformer Thermostats
48	Water Detecting Paste
49	Precision Gauge Liquid Filled 0 to 900 PSI
50	34 Mini Kits
51	Allanson Ignition Transformers
52	Angle Boots
53	Aquastats
54	Aux Switches
55	Back Draft Dampers
56	Belts - 4L180's to 4L900, 5L180 to 5L900, 36 - 180 to 900
57	Belts 3 Rib RBI00 to RB990
58	Belts API0 to AP 400, Bx20 to Bx 400, 5Vx1000 to 50 x 7000
59	Belts B-100 to B - 900
60	Coil Rite Cleaner 500 gal
61	Conbraco 1/4" BR Pigtail
62	Fuse Boxes
63	Gages
64	Gas Valves
65	Gasolite Cleaner Coils
66	Hart & Gooley Class 1 Flex Duct 2" to 24"
67	Honeywell Aquastat Controllers
68	Ignition Cable
69	Mars Heat "Shrink 1/8" to 2"
70	Maxitrol Regulators
71	Maxitrol Springs

Category 3 : Motors

#	ITEMS
72	Bell & Gossett Motors 1/16 hp to 2 hp - 111034 - 169092
73	Burner Motors
74	Marathon Electric Motors 1/16 hp to 6 hp
75	Motor Assembly
76	Univent Motors
77	Direct Drive Motors
78	General Purpose Motors

Category 4 : Piping

#	ITEMS
79	Barnes & Jones F & T Trap 1/2" to 3"
80	Barnes & Jones F & T Trap Repair Kits
81	Clip Well Assembly's
82	Copper oil lines
83	Erie Controls 5/8" IFL MOPD 10 PSI
84	Flow Switches
85	Hammond Radiator Valves 1/2" to 4"
86	Hoffman Trap Repair Kits
87	Hoffman Traps 1/2" to 3"
88	Taco Cartridge Assembly
89	Taco Water Seals
90	Watts Regulators 3/4" to 6"
91	Copper - Pipe (Threaded, ProPress, Sweat)
92	Copper - Fittings (Elbows (90's) : 3/8" to 4")
93	Copper - Fittings (T's : 3/8" to 4")
94	Copper - Fittings (Unions : 3/8" to 4")
95	Copper - Soft-tubing 3/8", 5/8", 7/8"
96	Copper - Compression Fittings
97	Black Iron (Threaded, MegaPress)
98	Black Iron - Elbow : 1/2" to 4"
99	Black Iron - Unions : 1/2" to 4"
100	Black Iron - T's : 1/2" to 4"

Category 5 : Pump Equipment

#	ITEMS
101	Bell & Gossett Couplers 189110 to P77265
102	Bell & Gossett Bearing Assembly
103	Bell & Gossett Couplers LG/ 118844 to 185262
104	Bell & Gossett Circulators 100 Series
105	Bell & Gossett Impellers 189132-118453
106	Couplers 1/2" x 1/2"

Category 6 : Compressors

#	ITEMS
107	Compressors - 2/3 hp to 6 hp

QUOTES

- * All request for quotes are to be processed and returned to the WPS Facilities Department within 24 hours of request.
- * All quotes must include the building location and the lead times for the parts and supplies listed.
- * All parts and equipment, included in this contract, must be available for overnight delivery.
- * Delivery to Facilities Dept., 115 Northeast Cutoff, between 6:30 AM and 8:00 AM.
- * Delivery to schools between 7:00 AM to 3:00 PM

EXHIBIT "B"

Doherty Quadrant

18

Name of school	Address	Zip
Chandler Elementary	114 Chandler St	01609
Dual Language Magnet	525 Chandler St	01602
Doherty Memorial High	299 Highland St	01602
Durkin Administration Bldg	20 Irving St	01609
Elm Park	23 N Ashland St	01609
Fanning Bldg	24 Chatham St	01608
Flagg St	115 Flagg St	01602
Forest Grove Middle School	495 Grove St	01605
Jacob Hiatt	772 Main St	01610
May St	265 May St	01602
Midland St	18 Midland St	01602
Mill Swan Headstart	337 Mill St	01602
Nelson Place	35 Nelson Place	01605
Parent Information Center	768 Main St	01610
Tatnuck Magnet	1083 Pleasant St	01602
Taylor Bldg	770 Main St	01610
West Tatnuck	300 Mower St	01602
Foley Stadium	305 Chandler St	01602

Burncoat Quadrant 14

Name of school	Address	Zip
Burncoat High School	179 Burncoat St	01606
Burncoat Middle School	135 Burncoat St	01606
Burncoat Prep	526 Burncoat St	01606
Clark St	280 Clark St	01606
Greendale Headstart	130 Leeds St	01606
Harlow St	15 Harlow St	01609
Lincoln St	549 Lincoln St	01605
McGrath Elementary	493 Grove St	01605
Norrbach Ave School	44 Malden St	01606
Facilities Dept.	115 NE Cutoff - Bldg 2	01606
Thorndyke Rd School	30 Thorndyke Rd	01606
Wawecus Rd School	20 Wawecus Rd	01605
Worcester Arts Magnet	315 St Nicholas Ave	01606
Worcester Technical High	1 Officer Manny Familia	01605

North Quadrant

11

South Quadrant

13

Name of school	Address	Zip
Canterbury St	129 Canterbury St	01603
Claremont/Woodland	15 Claremont St	01610
Columbus Park	75 Lovell St	01603
Gates Lane	1238 Main St	01603
Goddard	14 Richards St	01603
Heard St	200 Heard St	01603
Millbury St Headstart	389 Millbury St	01610
New Citizens Center	1407A Main St	01609
Quinsigamond School	14 Blackstone River Rd	01607
South High	170 Apricot St	01603
Sullivan Middle	140 Apricot St	01603
University Park Campus	12 Freeland St	01603
Vernon Hill	211 Providence St	01607

Name of school	Address	Zip
North High School	140 Harrington Way	01604
Belmont St School	170 Belmont St	01605
City View	80 Prospect St	01605
Gerald Creamer Center	120 Granite St	01604
Grafton St School	311 Grafton St	01604
Lake View	133 Coburn Ave	01604
Rice Sq School	76 Massasoit Rd	01604
Roosevelt	1006 Grafton St	01604
Alternative Program	11 McKeon Rd	01610
Union Hill	1 Chapin St	01604
Worcester East Middle	420 Grafton St	01604