If you have printed this bid from the City of Quincy’s Website or through an email, it is your responsibility to check for addenda at www.quincyma.gov before you turn in your proposal. “Please send an acknowledgment that you have printed out this bid via email to; kimtrillcott@quincyma.gov” The City of Quincy will not be responsible for any bids received omitting any addenda acknowledgement.

Thank you
Invitation to Bid - ITB
ON CALL ENERGY CONSULTANT FOR RETROCOMMISSIONING SERVICES
City of Quincy
Quincy, Massachusetts

Notice

In accordance with M.G.L. Chapter 30B and Ch. 149 (if applicable), The City of Quincy acting on behalf of the Public Building Department, is soliciting proposals for furnishing non-exclusive on-call consultant(s) for Quincy Retrocommissioning. Proposals will be received at the office of the Purchasing Department; City Hall; 1305 Hancock Street; Quincy, MA 02169, until Thursday, April 5, 2018 at 12:00 p.m.

As part of its on-going commitment to retro-commissioning (RCxing) its large facilities to reduce energy costs, increase occupancy comfort, and identify and implement necessary repairs, the City of Quincy seeks an Energy Consultant to support this initiative in four buildings. This effort is being funded in part by National Grid through a Technical Assistance grant and by the Massachusetts Department of Energy Resources through the Green Communities Program.

Proposals may be submitted for one or more of each type of plan review. One contract may be awarded for the whole service, or more than one contract may be awarded if it is deemed to be in the best interest of the City of Quincy.

Detailed specifications are available on-line at the City of Quincy's website, www.quincyma.gov and also available at the office of the Purchasing Agent, Quincy City Hall, 1305 Hancock Street, Quincy, Massachusetts, 02169, between the hours of 8:30 AM and 4:30 PM.

Central Register (March 21, 2018)
Quincy Sun (March 22, 2018)  P.O. S040518
TAX COMPLIANCE CERTIFICATE

MASS. GENERAL LAWS, CH. 62C, S: 49A(b)

I hereby certify that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding of child support.

Signed under the pains and penalties of perjury.

(1) Individual Contractor

(Contractor’s Name and Signature)

Social Security Number

(2) Corporation, Association or Partnership

(Contractor’s Name)

Federal Tax ID Number, or Social Security Number

By: (Authorized Signature)

Note to Contractor: Please sign at (1) or (2), whichever applies.
CHAPTER 62C. ADMINISTRATIVE PROVISIONS RELATIVE TO STATE TAXATION

Chapter 62C: Section 49A Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract

Section 49A. (a) Any person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or any subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business, or for the renewal of such right or license, shall certify upon such application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Such right or license shall not be issued or renewed unless such certification is made.

(b) No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(c) Any such agency, which has been notified by the commissioner pursuant to section forty-seven A that a person who holds a license or certificate of authority issued by such agency or who has agreed to furnish goods, services or real estate space to such agency has neglected or refused to file any returns or to pay any tax required under this chapter and that such person has not filed in good faith a pending application for abatement of such tax or a pending petition before the appellate tax board contesting such tax or has been penalized pursuant to section 9 of chapter 62E for failure to comply with the provisions under said chapter 62E relating to reporting of employees and contractors, or has been penalized pursuant to paragraph (3) of subsection (f) of section 12 of chapter 119A for failure to comply with the provisions under said chapter 119A relating to withholding and remitting child support, shall refuse to reissue, renew or extend such license, certificate of authority, contract or agreement until the agency receives a certificate issued by the commissioner that the person is in good standing with respect to any and all returns due and taxes payable to the commissioner as of the date of issuance of said certificate, including all returns and taxes referenced in the initial notification or, if the licensee has been penalized for failure to comply with the provisions relating to reporting of employees and contractors under chapter 62E or withholding and remitting child support under chapter 119A, a certificate issued by the commissioner that the licensee is in compliance with said provisions.

(d) Any person who owns or leases a motor vehicle or trailer that is required to be registered in the commonwealth under chapter 90 and improperly registers the motor vehicle or trailer in another state or misrepresents the place of garaging of the motor vehicle or trailer in another city or town, shall be considered in violation of laws of the commonwealth relating to taxes under chapter 60A, chapter 64H or chapter 64L. The right, license or contract provided for in subsections (a) and (b) shall not be issued or renewed until the person or business entity has paid all taxes due at the time of application for such right, license or contract.

(e) Any person who, for the purpose of evading payment of a tax pursuant to chapters 59 to 64J, inclusive, willfully makes and subscribes any return, form, statement or other document pursuant to subsection (a), (b) or (d) that contains or is verified by a written declaration that is made under the penalties of perjury, and that contains information that he does not believe to be true and correct as to every matter material to his compliance with all laws of the commonwealth relating to taxes, shall be subject to section 73.
SIGNATURE AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the

_________________________________________________________

(NAME OF CORPORATION)

held on ______________________, at which all the Directors were present or waived notice, it was

(VOTED, that:

_________________________________________________________

(NAME)                                            (OFFICER)

of this company, be and he/she hereby is authorized to execute Contracts and Bonds in the name and behalf of

said Company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this

Company’s name on its behalf by such ______________________ under seal of the Company, shall be valid

(OFFICER)

and binding upon this Company. It was further voted that the City of Quincy may rely on such authorization of

future Contracts until notified to the contrary.

A true copy,

ATTEST: ______________________________________

(CLERK’S SIGNATURE)

PLACE OF BUSINESS: _________________________________

DATE OF THIS CONTRACT: _____________________________

I hereby certify that I am the Clerk of the:

_____________________________ that _____________________________ is the

(COMPANY)                                            (NAME)

duly elected _____________________ of said Company, and that the above VOTE has not been

(TITLE)

amended or rescinded and remains in full force and effect as of the date of this Contract.

_____________________________________________ CORPORATE SEAL
CERTIFICATION OF GENERAL BIDDERS ON PUBLIC CONSTRUCTION PROJECTS

I. CERTIFICATION REGARDING HEALTH AND SAFETY

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; 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 ten 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 he will comply fully with all laws and regulations application to awards made subject to section 44A.

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date: __________________

__________________________________________
Name of General Bidder

By ______________________________________
Signature

Print name and title

___________________________________________
Business Address

___________________________________________
Street Address City and State

OSHA-10
CERTIFICATION OF SUB- BIDDERS (IF ANY) ON PUBLIC CONSTRUCTION PROJECTS

I. CERTIFICATION REGARDING HEALTH AND SAFETY

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; 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 Occupation Safety and Health Administration that is at least ten 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 he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

The undersigned further certifies under penalties of perjury that this subbid is in all responses bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date ____________________

_________________________________________
Name of Sub-bidder

By ____________________
Signature

__________________________________________
Print Name and Title

__________________________________________
Business Name

__________________________________________
Street Address, City and State
CERTIFICATE OF NON – COLLUSION

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.

(Name of person signing bid or proposal)  
(Please print)  

(Signature required)  

(Name of business)
INDEMNITY AGREEMENT

In consideration of the award of Contract No._______________________________, by the City of Quincy, hereinafter referred to as INDEMNITEE, to the CONTRACTOR/BIDDER: ________________________________, hereinafter referred to as INDEMNITOR, and for other good and valuable consideration, said INDEMNITOR agrees to hold INDEMNITEE, City of Quincy, and its various department and employees harmless from any and all liability, loss or damage that INDEMNITEE may suffer as the result of claims, demands, costs, including attorneys fees, or judgement or other actions against it by reason of any and all work done by or on behalf of the INDEMNITOR in connection with the above-referenced contract.

INDEMNITOR,

________________________.

By Duly Authorized Agent

Date:________________________.
CITY OF QUINCY

DEPARTMENT
OF
PUBLIC BUILDINGS

INVITATION TO BID
FOR

CONSULTANT
FOR
CITY OF QUINCY RETROCOMMISSIONING

DUE: THURSDAY, APRIL 5, 2018 @ 11:00 AM

Purchasing Department
Quincy City Hall
1305 Hancock Street
Quincy MA 02169
MINIMUM CRITERIA

1. Consultant must have five (5) years' experience in Retro-commissioning.

2. Consultant must furnish with bid package five (5) references from whom this type of work has been performed, with at least two (2) of these references from schools. Please include school and/or company contact, email, and telephone number.

3. Contractor must be within a 25-mile radius of Quincy or have area service available for emergency calls and respond within 1 hour of service call for emergency repairs.

4. Consultant must provide Mechanical PE certification

5. Consultant must be able to submit to pass CORI and SAFIS-NBC checks performed by the Quincy Public Schools.

6. Minimum criteria must be furnished with bid package.

NUMBERS OF YEARS RETROCOMMISSIONING EXPERIENCE: ________________________

(5) REFERENCES WHERE WORK HAS BEEN PERFORMED, WITH AT LEAST (2) OF THESE REFERENCES FROM SCHOOLS.

1. __________________________________________________________________________

2. __________________________________________________________________________

3. __________________________________________________________________________

4. __________________________________________________________________________

5. __________________________________________________________________________

Are you within 25-mile radius of Quincy or have area service available for emergency calls:

YES _________________________  NO ______________________________

BIDDER’S NAME: ______________________________________________________________________

TITLE: _____________________________________________________________________________

BIDDER’S SIGNATURE: __________________________________________________________________

COMPANY NAME: _____________________________________________________________________

ADDRESS: __________________________________________________________________________

TELEPHONE #: _______________________________________________________________________

FAX#: ______________________________________________________________________________
SPECIFICATIONS AND SCOPE OF SERVICES

INTENT OF CONTRACT

As part of its ongoing commitment to retro-commissioning (RCxing) its large facilities to reduce energy costs, increase occupancy comfort, and identify and implement necessary repairs, the City of Quincy seeks an Energy Consultant to support this initiative in four buildings. This effort is being funded in part by National Grid through a Technical Assistance grant and by the Massachusetts Department of Energy Resources through the Green Communities Program.

The City may award multiple contracts in response to these specifications which shall be effective for a period of one year. Upon the satisfactory performances of the vendor(s); the City of Quincy may extend the contract(s) for two (2) additional terms of one (1) year each. Contract shall automatically renew upon anniversary date of contract execution, unless notification of termination is given 30 day prior, in writing, by either party.

The Consultant(s) the City will select will have prior municipal and school RCxing experience, with particular expertise in evaluating building management and HVAC system performance and identifying deficiencies that require remediation. Specific responsibilities and demonstrated prior experience shall include:

SCOPE OF WORK and QUALIFICATIONS

SCOPE OF SERVICES

− Working independently to retro-commission public schools and municipal buildings
− Documenting observations, findings, and recommendations for remediation of deficiencies for discussion with City staff and contractors, which will likely include development of controls installation specifications
− Establishing “baseline” conditions via observation and use of independent metering / trending equipment, as necessary
− Collaborating with the controls contractor, make simple impactful changes and fixes “on the fly” with the City’s approval
− Where necessary and appropriate, helping the City develop scopes of work and securing HVAC contractors to resolving larger deficiencies
− Providing oversight of controls and HVAC contractors as they proceed independently with resolving these larger deficiencies, i.e. through reprogramming building management systems and repairing HVAC equipment
− Using trend reports and other indicators to reevaluate system performance after repairs and identify and document additional work required from contractors
– As individual deficiencies are fully resolved, providing calculations and backup trend history data to determine the utility impacts from improvements in each facility using National Grid-approved methodologies
– Preparing Final Reports on the subject facilities for National Grid describing baseline conditions, energy conservation measures implemented, and savings that result, with all necessary documentation required by National Grid, including baseline and savings calculations and backup trend analysis demonstrating strategies in practice
– Assisting the City with securing incentives from National Grid

QUALIFICATIONS:

– Mechanical Professional Engineer certification
– Hands on knowledge of controls and HVAC systems
– Demonstrated municipal building and school building retro-commissioning experience
– Ability to work effectively with and supervise performance of controls and HVAC contractors to resolve equipment, system, and building deficiencies
– Knowledge of National Grid energy efficiency programs and their requirements, including appropriate utility impact calculation methods.
– Demonstrated ability to clearly communicate findings and recommendations both orally and in writing to City officials and contractors
– Demonstrated ability to prepared reports and necessary documentation for National Grid in fulfillment of technical assistance study requirements and to complete incentive applications for submission to National Grid on the City’s behalf.
– Willingness and ability to submit to and pass SAFIS-NBC and CORI checks, performed by Quincy Public Schools

SPECIAL INSTRUCTIONS

The contractor is to verify all locations and scope of work via an on site visit prior to start date.

The contractor is not to charge for mileage or travel time.

Each contract resulting from this Invitation to Bid shall be in accordance with the requirements of Massachusetts General Law Chapter 30B.

EXECUTION

A. Within ten (10) working days of the contract signing, a meeting will be held between the Public Buildings Department and the Consultant. At this meeting service dates will be established.

B. All work shall be performed between the hours of 7:30 a.m. and 4:30 p.m. unless directed or approved by the Public Buildings Department. Occasionally some work shall be performed after school hours or during school vacation days, to minimize disruption to school operations.
C. The contractor shall supply all labor, materials and equipment necessary to perform the work involved and complete the work by pre-determined time.

D. A detailed report for each job is to be submitted per building. Final invoices will not be processed without reports.

**SUPERVISION**

Adequate supervision must be assigned to the job by the consultant. The number of people and names of supervisory personnel assigned must be supplied to the Public Buildings staff and to the Quincy Public Schools, Deputy Director. All personnel working at the Schools shall be required to pass CORI and SAFIS-NBC screenings.

**ATTACHMENTS**

City paperwork to include: Signature Authorization Form, Tax Compliance, Non-Collusion, OSHA Form and Indemnity Form. Awarded vendor must provide the City with a Certificate of Liability Insurance naming the City of Quincy as additional insured and certificate holder.

**PROPOSAL FORMAT & SUBMISSION REQUIREMENTS**

Responses to this RFP shall be submitted to the Purchasing Department, City Hall; 1305 Hancock Street; Quincy, MA 02169. One (1) set of unbound original materials submitted in a three ring binder or otherwise bound but unstapled (to allow for copying if necessary) that contain the original signature of the firm’s principal. Also three (3) copies of the same, which may be bound, provided that no papers are loose. A thumb drive with both Price and Non-Price Proposals must be submitted also. Proposals shall be submitted no later than 11:00 a.m. on Thursday, April 5, 2018. Postmarked submissions will not be accepted.

**PRICE**

The Proposer shall submit a listing of hourly billing rates for those staff and positions it anticipates assigning to the project(s). The billing rates shall include all charges to the City of Quincy including salary, overhead, indirect costs and profit. Identifiable expenses may be charged separately without markup - typical additional charges not included in the basic hourly rate such as travel time, mileage, copying, telephone, faxing, and any others. The rates of all technical personnel whose use is anticipated shall be specifically noted for each service on which a proposal is submitted and shall be considered the price proposal page. Contract may be extended for up to a three year period, and prices should remain firm for all 3 years.

**AWARD**

The City may prequalify multiple Consultants. Once the Consultant (most advantageous proposal from a responsible and responsive proposer taking into consideration price and non-price proposals) is notified by letter of intent and/or verbal confirmation that he/she is selected to be awarded a contract, they must within two weeks, submit to the Purchasing Department at Quincy City Hall, all required bonds and certificates of insurance in order to execute a formal contract.
Failure by the selected contractor to supply all required documentation within the prescribed time limit, will at the discretion of the awarding authority, be cause for non selection. After expiration of the designated time limit, the awarding authority will exercise its options to select another pre-qualified Consultant.

**Extension provision:** The Contract(s) awarded in response to these specifications shall be effective for a period of one year, upon the satisfactory performances of the vendor; the City of Quincy may extend the contract(s) for two (2) additional terms of one (1) year each. Contract(s) shall automatically renew upon anniversary date of contract execution, unless notified to the contrary by the City.

All questions regarding this bid should be directed to Kathryn Logan, Purchasing Agent through email to: purchasing@quincyma.gov or fax: 617-376-1074. Questions will be accepted until Thursday, March 29, 2018

*If you have received this bid from either the City of Quincy Website or through an email it is your responsibility to check for addenda (at www.quincyma.gov) before you turn in your proposal. The City of Quincy will not be responsible any bids received omitting addenda acknowledgement.*
The undersigned agrees to furnish the City of Quincy with the entire project as detailed in the ITB below:

**Hourly Rate for Staff and Positions anticipated assigned to the project(s). Rate includes salary, overhead, indirect costs and profit.**

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**Identifiable Expenses to be charged without markup**

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<td>8. Other. Please Specify</td>
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Authorized Signature: ________________________________________

Print Name and Title: ________________________________________

Company Name: ________________________________________

Company Address: ________________________________________

Email: ________________________________________

Receipt of Addendum No.(s) ________ acknowledged by: ____________________________