

**Sutton Public Schools**



**16 Putnam Hill Road • Sutton, MA 01590**

**SPECIFICATIONS AND FORMS FOR THE REPLACEMENT OF THE HVAC CHILLER AT THE  
SUTTON PUBLIC SCHOOLS ELEMENTARY SCHOOL**

SCHEDULE NO.

In accordance with Town of Sutton, Massachusetts by-laws and the State of Massachusetts, advertisement for bids was published in the Central Register, in COMMBUYS, on the **6th day of July, 2021**. As stated in such notice, bids will be publicly opened and read on the **28<sup>th</sup> day of July, 2021, at 10:00AM**.

Bid Deposit Required: **5% of Total Bid**

The awarded contractor must also supply the following within 10 days of award:

Performance Bond: **N/A**

Payment Bond: **50% of the Total Bid**

Name of Bidder:

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Address of Bidder:

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Telephone Number:

---

FAX Number:

---

Ask For:

---

Email Address:

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The public is invited to attend all bid openings.

## Sutton Public Schools



16 Putnam Hill Road • Sutton, MA 01590

### **BID ITEM:**

**IFB (INVITATION FOR BIDS)** The Town of Sutton will receive sealed bids for the replacement of the HVAC Chiller at the Sutton Elementary School, 383 Boston Road, Sutton, MA 01590.

### **IMPORTANT DATES:**

**Bid Opening:** Wednesday, July 28th 2021, 10:00 am, prevailing time

**Site Visit Information:** Site visits are optional, and may be scheduled by calling Roger Raymond, Director of Facilities, by email to raymondr@suttonschools.net or by phone at (508) 581-1600 ext 4138.

### **SCOPE OF WORK:**

1. The bidder shall furnish all labor, materials and tools required for the performance of this job with all costs included in their bid price.
2. Furnish and install one 230-ton Air Chiller, Trane Model RTAF 230, onto the existing pad.
3. The chiller must be in compliance with EPA regulations using R-134a refrigerant and capable of using R-513A as an alternate.
4. Demolition and removal of the existing chiller plant .
5. Perform the rigging, placement, and anchoring of the new chiller
6. Wire electrical connection to the existing chiller power connection and disconnect switch.
7. Reuse existing chilled water piping to and from the elementary school. Any exterior piping is required to be insulated with new insulation.
8. A new chilled water system strainer shall be installed.
9. Start-up with all required start-up fluids, and pressurized to the proper operating level.
10. If water is added to the new system, it needs to be a mixture of 35-40% glycol for winter protection
11. Connect to the current building control system and provide/install any associated equipment needed.
12. Perform piping system repairs, replacements, and modifications
13. Perform pumping system modifications, instrumentation, controls
14. Provide a minimum of one-hour equipment training.
15. Commissioning of the chiller and chiller control systems
16. All freight, transport, and receiving costs are to be covered in the bid price.
17. Obtain all necessary permits, and pay for any required permit fees within the bid price.
18. Hours of work may be Monday-Friday, 7:00am-5:00pm, excluding holidays.

### **SPECIFICATIONS:**

Before submitting any bids, bidders shall fully inform themselves regarding all conditions pertaining to the Invitation for Bids and all required terms and conditions for carrying out the contract. By filing a bid, the bidders do thereby represent that they have so informed themselves. Any estimates, plans or other information relating to the goods, services, labor or materials or work required by the contract documents are to be considered for the purpose of comparing the several bids. Neither the Town, nor its officers, agents or employees, shall be responsible for the accuracy of, or bound by, such estimates, plans or information.

### **BIDS FOR EQUAL ITEMS:**

Equal bids shall be considered. Except where otherwise specifically provided to the contrary in the contract documents, any proprietary name mentioned in the specifications is for the purpose of information only and is not intended to limit

**Sutton Public Schools**



**16 Putnam Hill Road • Sutton, MA 01590**

competition. Bids for any article, assembly, system or any component part thereof (hereinafter "item") equal to that named in the specifications will be considered. An item shall be considered equal to the item so named if (1) it is at least equal in quality, durability, appearance, strength, and design, (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications.

Judgment as to Equality-The decisions of the Town of Sutton as to whether an item(s) is or is not equal shall be final.

**WARRANTY:**

All applicable manufacturers' warranties shall be valid and turned over to the Town of Sutton at the completion of the project. The manufacturer's warranty is specified by the manufacturer on each individual product. This information should be obtained from the manufacturer(s). The contractor is required to install all products according to the manufacturer's specifications, and maintain the manufacturer's warranty on all products.

The Contractor shall be required to provide a minimum of a one-year warranty on all labor for this project. The details of the contractor's warranty should be listed on the "TOWN OF SUTTON BID PRICING SHEET" within the bid document or supplied with the bid submission in a separate document as necessary.

**SAFETY:**

All work shall be done in accordance with all applicable Federal, State and Local codes. The contractor shall be responsible for obtaining all necessary permits required to complete the job, and carry the cost of any permits fees within their supplied bid price. The Town of Sutton waives local permit fees for work done on Town and School Department property.

Successful bidder will provide a written safety policy and haz-com policy before starting work.

**INFORMATION AS TO PROPOSED MATERIALS:**

Before any contract is awarded, the bidder may be required to furnish, without expense to the Town, a complete statement of the original composition and manufacture of any or all materials proposed to be used in the performance of the work, together with all samples, which may be subjected to any reasonable tests required by the Director of Maintenance to determine their quality and fitness for the work.

**TOXIC OR HAZARDOUS SUBSTANCES:**

A bidder filing a bid concerning materials containing toxic or hazardous substances must submit a Safety Data Sheet with such bid. This document must accompany any deliveries of materials containing such substances when made by the successful bidder, his agent, or contractor. A bidder agrees to comply with the so-called "Right-To-Know Law", G.L.c.111F, in respect to the labeling, handling and delivery of substances subject to the jurisdiction of said law.

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## Sutton Public Schools



16 Putnam Hill Road • Sutton, MA 01590

### INSURANCE:

The Town will require the Contractor to carry and continuously maintain until completion of the Contract, a Certificate of Insurance (Accord Form 25) written to include the following limits:

#### Insurance Requirements:

The Contractor shall procure and maintain at their sole expense and until final acceptance of the work by the **Town of Sutton**, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Massachusetts, and acceptable to the **Town of Sutton**.

All insurance policies shall be subject to the **Town of Sutton's** final approval as to policy form.

The Contractor shall not begin any work until the insurance as required by this agreement has been obtained and until copies of policies and/or original insurance certificates have been submitted to the **Town of Sutton**.

**Town of Sutton** shall be given at least 30 days written notice of cancellation, non-renewal, or material change of the required insurance coverage. *The Town of Sutton shall be named as an Additional Insured on All Policies (except Workers Compensation).* Copies of policies, certificates and required written notice shall be sent to:

SUTTON PUBLIC SCHOOLS  
16 Putnam Hill Road  
ATTN: Roger Raymond  
Sutton, MA 01590

#### The Contractor shall provide:

##### **Workers' Compensation and Employer's Liability Insurance**

The Contractor agrees to comply with Workers' Compensation Laws of the State of Massachusetts and to maintain a Workers' Compensation and Employer's Liability policy.

**The Workers' Compensation Employer's Liability** limits shall be at least \$500,000 Each Accident, \$500,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit.

**Comprehensive Commercial General Liability Insurance** that includes "products/completed operations insurance". The General Liability limits shall be at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$2,000,000 Annual Aggregate Limit. The Town of Sutton will be named as an "Additional Insured".

**Automobile Insurance-** that shall be at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town of Sutton will be named as an "Additional Insured".

**Umbrella Liability Insurance-** of at least \$2,000,000 each occurrence and \$2,000,000 each aggregate. The Town of Sutton will be named as an "Additional Insured".

#### Insurance Summary

All responsibility for payment of any sums resulting from any policy deductible provisions, and/or policy premium audit provisions shall remain with the Contractor.

It is expressly understood that the **Town of Sutton** does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

Approval of any insurance by **Town of Sutton** shall not in any way relieve or decrease the liability of the Contractor under these insurance requirements.

**Sutton Public Schools**



**16 Putnam Hill Road • Sutton, MA 01590**

**BID DEPOSIT/ PAYMENT BOND/PERFORMANCE BOND**

A bid bond in the amount of **5% of the total price must be included with the bid**. The awarded vendor will be required to furnish a payment bond in the amount of **50% of the contract price** within ten days from date of notification of the contract award.

**WAGE RATES:**

The Commonwealth's Division of Occupational Safety has established prevailing wage rates for this Contract under provision of Massachusetts General Laws, Chapter 149, Section 26 to 27H, as amended. The Contractor shall comply with the provisions of Massachusetts General Laws, Chapter 149, Section 39R and Chapter 149, Section 27B concerning Contractor records.

Copies of certified payrolls are to be submitted with invoices.

**The Massachusetts Prevailing Wage Law**

**M.G.L. c. 149, §§26-27**

**NOTICE TO CONTRACTORS**

The enclosed wage schedule must be posted in a conspicuous place at the work site during the life of the project.

The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.

The enclosed wage schedule applies to all phases of the project, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.

All apprentices must be registered with the Massachusetts Division of Apprenticeship Training (DAT) in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DAT, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call 617-626-5409, or write to:

DAT, 19 Staniford Street, 1<sup>st</sup> Floor, P.O. Box 146759, Boston, MA 02114.

**Sutton Public Schools**



**16 Putnam Hill Road • Sutton, MA 01590**

**RECEIPT OF BIDS:**

In accordance with M. G. L. Chapter 149, (using M.G.L. c.30, §39M procedure) sealed bids will be accepted at the Sutton Public Schools, 383 Boston Road, Sutton MA 01590, Attn: Roger Raymond until the time indicated on the advertisement for bids, for the services designated in the specifications and will be publicly opened and read in the Superintendents Conference Room, located at 16 Putnam Hill Road, Sutton, MA 01590.

**FORM OF BID:**

Bid shall be submitted on the bid forms provided. No change shall be made in the phraseology of the bid or in the item or items mentioned therein. Bids must contain the name and proper address of the bidder and must be signed. If by an individual, her/him personally; if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 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. Bids, which are not complete, or contain any omissions, erasures, alterations, additions, or contain irregularities of any kind, may be rejected as informal.

**SUBMISSION OF BIDS:**

Envelopes containing bids **must** be sealed and addressed to:

Sutton Public Schools  
16 Putnam Hill Road  
Sutton, MA 01590  
Attn: Roger Raymond

The outside envelope should contain the name and address of the bidder, date and hour of the opening and the name of the item being bid upon.

Weather Issues

The Town of Sutton will decide when the specified time has arrived as to the opening of bids, and no bid received thereafter will be considered.

Any bidder may withdraw his/her bid by written request at any time prior to the advertised time of opening. Bids, amendments to bids or withdrawals received by fax will not be accepted.

No bid may be withdrawn for a period of thirty (30) days following the date and time of the bid opening Saturdays, Sundays, and legal Holidays excluded unless by mutual consent of the parties.

Bids received prior to the time of the opening will be securely kept unopened. No responsibility will be attached for the premature opening of a bid not properly addressed.

**ADDENDA:**

If any changes are made to the Invitation for Bid (IFB) an addendum will be issued. Addenda will be mailed, faxed, or emailed to all bidders on record as having picked up the IFB and the Contractor shall be responsible for ensuring that all addenda are in receipt prior to bid deadline.

**MASSACHUSETTS SALES TAX:**

The Town is exempt from the payment of Massachusetts Sales Tax. The Business Office shall provide evidence of the exemption and appropriate forms upon request.

## Sutton Public Schools



16 Putnam Hill Road • Sutton, MA 01590

### **RULE FOR AWARD AND CONTRACT:**

The Contract will be awarded to the lowest *responsible, responsive* and *eligible* Bidder. Bids will be evaluated and the contract will be awarded to the responsible, responsive bidder offering the lowest total price for the base bid.

“Responsible” means: Demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by a particular contract, based upon a determination of competent workmanship and financial soundness in accordance with the provisions of section forty-four D of the chapter. [M.G.L. c.149, §44A(1)]

“Responsive” means: Those that offer the supplies or services requested in the IFB and that contain all of the required information and forms, properly completed. [M.G.L 30b Manual Publication]

“Eligible” means: able to meet all requirements for bidders or offerers set forth in sections forty-four A through forty-four H of this chapter and not debarred from bidding under section forty-four C of this chapter or any other applicable law, and who shall certify 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. [M.G.L. c. 149, §44A(1)]

The OWNER (The Town of Sutton) reserves the right to award one contract to the bidder offering the lowest aggregate price for all items. The Town reserves the right to reject any bid or portion of a bid, to waive any informalities in a bid and to award contract by items or by total to the responsive and responsible bidder who offers the lowest price as shall be deemed in the best interest of the Town.

### **CONTRACT AWARD**

Award of this contract may be subject to an appropriation. A Certificate of Corporate Vote signed by the appropriate person authorized to enter into a contract will be required with any Town contract.

The Contractor relationship with the Town shall be that of an independent contractor and not as an employee of the Town.

### **PAYMENT TERMS:**

The Town shall pay from invoices submitted. All charges should be itemized showing detailed applicable labor charges, materials and any other charges. The Town reserves the right to request supporting invoice documentation if needed. The Town of Sutton will not accept any terms from the bidder that include interest or late fees. After the goods and/or services have been provided, the Town will make every effort to have payment issued between 30-45 days after receipt of the invoice.

An inspection of work will be performed by Roger Raymond, Facility Director, to determine if the specified work has been completed and was done according to specifications. Any additional work identified that was not satisfactorily completed, must also be completed before payment can be made.

### **GENERAL INFORMATION:**

- All work shall be completed in a manner that will minimize disruption to activities and personnel
- Secure work area
- Contractor responsible for Local permits, if so required
- All work to comply with Massachusetts State Building Code
- Clean up and remove all debris from site as needed daily and at the end of the project

All contracts are awarded with the understanding that the contractor has acquainted himself with all the requirements of the contracts and specifications, the conditions of the site, and has obtained all the information necessary for the

## Sutton Public Schools



**16 Putnam Hill Road • Sutton, MA 01590**

completion of this project. The Contractor shall not at any time, after the submission of his bid, make any claim whatsoever based on insufficient data or a misunderstanding of the requirements, nature, conditions or extent of the work under the contract.

### **QUESTIONS:**

All questions as to the interpretation of the Invitation for Bids, purchase description and specifications, evaluation criteria and all other contract documents shall be submitted in writing to Roger Raymond, Director of Facilities, 383 Boston Road, Sutton, MA 01590 or via email to [raymondrr@suttonschools.net](mailto:raymondrr@suttonschools.net). Written answers to such questions will be sent by the Official to each person on record as having received an Invitation for Bids and all documents incorporated by reference therein. No questions will be answered unless received by the Town of Sutton at least seventy-two hours prior to the expiration of the time set for filing bids.



**Sutton Public Schools**



**16 Putnam Hill Road • Sutton, MA 01590**

**CONTRACTOR INSURANCE REQUIREMENTS**

The contractor shall compensate the TOWN OF SUTTON for all damages of any nature to the TOWN OF SUTTON'S property arising out of the Contractor's work.

The Contractor shall indemnify, defend and save harmless the TOWN OF SUTTON, MA, Inc., (and its elected and appointed officials, employees and agents) for any and all suits, actions, legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault of negligence whether active or passive by the Contractor, or any one acting under the Contractor's direction, control or on Contractor's behalf in connection with or incident to the Contractor's work or performance thereof.

ACCEPTED BY CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CONTRACTOR NAME & ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above insurance policies shall also be subject to the following requirements:

- a) Each policy shall contain a thirty- (30) day written notice of cancellation, change or non-renewal to the Town.
- b) Carriers must have an A.M. Best rating of A-VII or better
- c) Insurance Policy must cover the entire contract period.
- d) The description of operations/location/special items on certificate of insurance shall name the Town as an additional insured for the project and shall be filed with the Town Purchasing Agent prior to commencement of the contract.
- e) All premium cost shall be borne by the Contractor.
- f) All companies must be licensed to do business in the Commonwealth of Massachusetts and be acceptable to the Town.

**Sutton Public Schools**



**16 Putnam Hill Road • Sutton, MA 01590**

● **CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS**

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Ch. 151A, Section 19A, the undersigned acting on behalf of the Contractor, certifies under the penalty of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support\*.

\_\_\_\_\_  
\*\*Signature of Individual or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\*Contractor's Social Security Number  
/(voluntary) or Corporate Contractor (Mandatory)  
Federal Identification Number

\*The provision in the Attestation of relating to child support applies only when the Contractor is an individual.

\*\*Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, section 49A.

**Sutton Public Schools**



**16 Putnam Hill Road • Sutton, MA 01590**

**NON-COLLUSION AFFIDAVIT**

Massachusetts General Laws Chapter 30, Section 39M

The undersigned certifies under penalties of perjury that this bid is in all respect bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

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(Name of person signing bid or proposal)

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(Name of business)

**Sutton Public Schools**



**16 Putnam Hill Road • Sutton, MA 01590**

**CERTIFICATE OF AUTHORITY**

I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)

corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds**)

is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)

of said corporation, and that on \_\_\_\_\_  
(insert a date that is **ON OR BEFORE** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

\_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below:

ATTEST: \_\_\_\_\_ AFFIX CORPORATE SEAL HERE  
(Signature of **Clerk or Secretary**)\*

Name: \_\_\_\_\_  
(Please print or type name in line 6)\*

Date: \_\_\_\_\_  
(insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

\*The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

**Sutton Public Schools**



**16 Putnam Hill Road • Sutton, MA 01590**

**OSHA TRAINING:**

Health and Safety

Chapter 306 of the Acts of 2004 - an Act Relative to the Health and Safety on Public Construction Projects. The below statement has been added to the bid form.

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 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the *first* certified payroll report for each employee (effective July 1, 2006); and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The Town shall require each Contractor to furnish documentation of successful completion of the OSHA training course for each employee scheduled on the worksite. The information shall be a requirement with the first certified payroll for all individuals **including subs.**

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: \_\_\_\_\_

\_\_\_\_\_  
(Company Name of General Bidder)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone/Fax)

\_\_\_\_\_  
(Email Address)

**Sutton Public Schools**



**16 Putnam Hill Road • Sutton, MA 01590**

**REFERENCE FORM**

Bidder \_\_\_\_\_

IFB Title: Sutton Elementary School HVAC Chiller Replacement, Schedule No.

Bidders must provide references for at least three municipal contracts performed within the past three years of similar size and scope of this contract, with contact names and telephone numbers.

I, \_\_\_\_\_ certify under the penalties of perjury that the project information contained in the bids is accurate and complete.

\_\_\_\_\_  
Signature of Authorized Bidder Date

Years in Business:

| Municipality | Address | Contact | Phone Number |
|--------------|---------|---------|--------------|
|              |         |         |              |
|              |         |         |              |
|              |         |         |              |
|              |         |         |              |

| Municipality | Address | Contact | Phone Number |
|--------------|---------|---------|--------------|
|              |         |         |              |
|              |         |         |              |
|              |         |         |              |
|              |         |         |              |

| Municipality | Address | Contact | Phone Number |
|--------------|---------|---------|--------------|
|              |         |         |              |
|              |         |         |              |
|              |         |         |              |
|              |         |         |              |

**Sutton Public Schools**



**16 Putnam Hill Road • Sutton, MA 01590**

**ACKNOWLEDGEMENT OF ADDENDA, IF APPLICABLE**

Failure to acknowledge receipt of all addenda may cause the bid proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer. If no addendum was received, write "None Received":

|              |       |        |       |
|--------------|-------|--------|-------|
| Addendum No: | _____ | Dated: | _____ |
| Addendum No: | _____ | Dated: | _____ |
| Addendum No: | _____ | Dated: | _____ |
| Addendum No: | _____ | Dated: | _____ |
| Addendum No: | _____ | Dated: | _____ |
| Addendum No: | _____ | Dated: | _____ |
| Addendum No: | _____ | Dated: | _____ |
| Addendum No: | _____ | Dated: | _____ |
| Addendum No: | _____ | Dated: | _____ |
| Addendum No: | _____ | Dated: | _____ |
| Addendum No: | _____ | Dated: | _____ |

Company: \_\_\_\_\_

Offeror Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Sutton Public Schools**



**16 Putnam Hill Road • Sutton, MA 01590**

**TOWN OF SUTTON BID PRICING SHEET**

Total Bid Price: \$ \_\_\_\_\_

Labor Warranty info: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

Address of Company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax#: \_\_\_\_\_

Email: \_\_\_\_\_

Name of person submitting quote: \_\_\_\_\_

Contact info of person submitting quote: \_\_\_\_\_

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Signature (required)

Date



**Sutton Public Schools**



**16 Putnam Hill Road • Sutton, MA 01590**

**FORM FOR BID**

From: \_\_\_\_\_  
(Name of Bidder)

TO: Town of Sutton (the Awarding Authority)

The Undersigned proposes to furnish all labor, equipment and materials required to furnish and install the new HVAC Chiller at the Sutton Elementary School, 383 Boston Road, Sutton, MA 01590, in accordance with the accompanying plans and specifications for the contract price specified below:

This bid includes addenda numbered \_\_\_\_\_

The proposed contract price for the base bid to perform all work is: \_\_\_\_\_ dollars

\_\_\_\_\_).

The undersigned agrees that, if he is selected as contractor, he will within ten days, Saturday's, Sunday's and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a **payment bond** from a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority, in the amount of **50% of the contract price**, the premiums for which are to be paid by the contractor and are included in the contract price. The undersigned understands and agrees that the bid deposit accompanying this bid shall become the property of the awarding authority if the bidder fails to execute such contract or otherwise fails to comply with the terms of this bid.

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 and that he will comply fully with all laws and regulations applicable to awards made subject to Chapter 149 of the Massachusetts General Laws.

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 paragraph 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 Chapter 29, Section 29F of the General Laws, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

By signing and submitting this Form for General Bid, each bidder represents that in regard to the conditions affecting the work to be done and the labor and materials needed, his general bid is based on his own investigations and his familiarization with the site in conjunction with the plans and specifications and not on any oral or other representations of any employee, officer, agent or consultant of the Awarding Authority.

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Sutton Public Schools**



16 Putnam Hill Road • Sutton, MA 01590

| <b>REQUIRED ITEMS TO BE SUBMITTED WITH THE BID</b>   |                              |                             |
|--|------------------------------|-----------------------------|
| Contractor Insurance Requirements                    | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| A signed Certificate Compliance with state laws      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| A signed Non-Collusion Affidavit is included         | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| A signed Certificate of Authority                    | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| A signed OSHA Training Acknowledgement               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| A signed Northern Ireland Notice and Certificate     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Completed Reference Form                             | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Acknowledgement of receipt of Addenda, if applicable | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Town of Sutton Bid Pricing Sheet                     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Form for Bid Document                                | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Bid Deposit in the amount of 5% of total bid price   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

| <b>ITEMS REQUIRED FROM THE AWARDED CONTRACTOR</b>  |                              |                             |
|--|------------------------------|-----------------------------|
| Each staff member that will work on site will be required to appear <b>in person</b> with the CORI form and a copy of his/her driver's license. They will also be required to get fingerprinted. These must be done within ten (10) days of award. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Completed W-9 Form   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Enter into a signed contract within ten (10) days of award. A sample contract is provided within this IFB. An official contract will be sent to the awarded contractor when the contract is awarded.   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| A Payment Bond equal to 50% of the total bid price will be supplied by the successful bidder within ten (10) days of award.  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Copies of written safety and haz-com policies  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Company: \_\_\_\_\_

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**TOWN DEPARTMENT USE ONLY**

Completed by:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print: \_\_\_\_\_