

TOWN OF STERLING



Request for Proposal

for

Butterick Building Window Replacement

Bid # 2020-8-1

Request For Proposal
Butterick Building Window Replacement
1 Park St.
Sterling, Massachusetts

In order to receive bid addendums or other updates (such as a site visit reschedule) all interested bidders should register by sending an email to pfullhart@sterling-ma.gov.

The Town of Sterling is accepting bids for the replacement of ten (10) double hung windows, two (2) fixed windows and one (1) gliding window in the 1930's vintage school building, now the Mary Butterick Town Offices. The actual number of each window in the awarded contract may be adjusted depending on the individual prices and Town's budget.

To protect this important building, the Town's investment, improve efficiency, replace broken windows, and protect building occupants, this project involves the installation of Low E4 Smart Sun Glass, with Argon gas filled, Performance rating E Star 6.0. 2015 or latest or equivalent per the specifications Appendix A – Scope of Work (Work)

Schedule: (Subject to change)

Post in Central Register (1weeks b4 site visit or opening)	9/2/2020
Site visit 10:00 AM, Thursday	9/10/2020
Last day for Questions	9/11/2020
Last day for bid addendums	9/14/2020
Open Sub Bids 2:00PM, Monday	9/17/2020
Award contract (BoS meeting)	9/30/2020
Work begins / ends	October November

Work will be coordinated with Facilities Technician, Patrice Fullhart

Contract Documents

Bid and Contract Documents may be obtained from the Town of Sterling, Town Clerk's office, beginning Tuesday, August 25, 2020 between 7:30 AM to 5:00 PM, Monday through Thursday or Fridays between 7:30 AM and 11:30, excluding holidays, or on the Town's web site: <https://www.sterling-ma.gov/> or by email to Facilities Technician at PFullhart@sterling-ma.gov

Bids must be received no later than Thursday September 17th, 2020 at 2:00 PM.

The bidding and Award of this Contract will be under the provisions of M.G.L. c. 30, § 39M, per M.G.L. c. 149. The Owner reserves the right, in its absolute and sole discretion, to waive any informality in or to reject any or all Bids if deemed to be in its best interest. The award is subject to fund allocation at the May 2019 Annual Town Meeting.

Ross Perry
Town Administrator

INSTRUCTION TO BIDDERS AND GENERAL SPECIFICATIONS

For Butterick Building Window Replacement 1 Park St. Sterling, Massachusetts

SECTION I. GENERAL SPECIFICATIONS

Article 1. Acceptance or Rejection of Bids

- 1.1 Town of Sterling, Massachusetts acting through its Board of Selectmen (Owner) reserves the right to reject any or all Bids and to accept any bid in whole or in part which it considers to serve the best interest of the Owner.
- 1.2 Any Bid which is not according the prescribed form, not properly signed, or otherwise contrary to instruction or is conditional may be rejected by the Owner.
- 1.3 More than one Bid from the same Bidder whether or not the same or different names appear on the signature page shall not be considered. Reasonable proof for believing any Bidder is interested in more than one Bid shall cause the rejection of Bids made by such Bidder directly or indirectly.
- 1.4 Any or all Bids shall be rejected if there is reason to believe that collusion exists among the Bidders.

Article 2. Mailing or Delivery of Bids

- 2.1 Bids which are mailed or delivered should be addressed to Ross Perry, Town Administrator, 1 Park Street, Sterling, MA 01564.
- 2.2 Regardless of the cause of delay, no Bids which are received by the Owner after the terminal time shall be given any consideration. The Bidder is responsible for filing the Bid before the terminal time on **Thursday September 17, 2020 at 2:00 PM.**
- 2.3 Each Bidder shall provide a payment bond in the amount of 50 percent (50%) of the Bid in the form of certified check, treasurer's or cashier's check, or security bond.

Article 3. Identification of Sealed Envelopes

- 3.1 Bids shall be placed in sealed envelopes that are marked appropriately on the outside

with the name and address of the Bidder, the title of the Bid (Butterick Building Window Project) and the scheduled date for the opening of Bids.

No responsibility will be attached to the Owner or Owner's staff for the premature opening of Bids that are not properly identified. After the terminal time, Bids become the property of the Owner.

Article 4. Bid Forms

- 4.1 Three (3) paper copies of the 'Bid Form' and required documents (attached) shall be submitted as a means to avoid errors, misconceptions or ambiguities. One additional copy of the bid form and required documents shall be submitted electronically in Adobe Acrobat .pdf file format on a USB memory card or CD.

Article 5. Bid Prices

- 5.1 Bid quotations submitted on the Bid Form shall remain firm for a period of 3 (three) months after the time set for the opening of Bids. A Bid Award will be made by the Owner within 45 days (Saturdays, Sundays, and legal holidays excluded) of the Bid Opening. The bid award is subject to appropriation of funds from the May 2019 Town Meeting.
- 5.2 The bid price shall represent full compensation for all labor, materials, and equipment required to complete the Scope of Work in the October through November 2020 time frame. The bid price or prices shall be written both in numbers and words. The actual number of each window in the awarded contract may be adjusted depending on the individual prices and Town's budget.
- 5.3 The selected Contractor will be exempt from the payment of state sales tax for all labor, materials, and equipment furnished to the Owner under this Contract. The Bidder's prices should reflect this exclusion. The Contractor shall complete all necessary forms for issuance of an exemption form for this contract work as may be necessary to secure the state tax exclusion.

Article 6. Signatures on the Bid Forms

- 6.1 If a Bid is submitted by an individual, the full name and post office address of this person shall be designated.
- 6.2 If a Bid is submitted by a firm or partnership it shall be signed by a person having the legal authority to execute such a document on behalf of the Bidder. The person signing the Bid Form shall then indicate his or her title or position in addition to the full name and address of the firm or partnership.

- 6.3 If a Bid is submitted by a corporation it shall state the name and title of the official or officials of the corporation by whom the contract can be legally signed, and be accompanied by a copy of the corporate vote granting the authority, certified by the clerk of said corporation.
- 6.4 All bid forms must include contact the names and contact information of the person submitting the bid and available for questions / notifications during the bid selection process

Article 7. Modification of Bid

- 7.1 No modification of any Bid will be considered by the Owner unless received by the Owner prior to the time established for the opening of bids. No conditional Bids will be accepted.

Article 8. Withdrawal of Bid

- 8.1 Any Bid may be withdrawn on written request dispatched by a Bidder in time for delivery in the normal course of business prior to the hour fixed for the opening of Bids.

Article 9. Subletting of Award

- 9.1 No subletting of the Award, nor assignment of moneys due or to become due, shall be made without written consent of the Owner. In the event of consent by the Owner for subletting of the Award, the Contractor remains fully responsible for all Work completed by the subcontractor and for adherence to the terms and conditions of this contract.

Article 10. Breach of Contract

- 10.1 Where the Contractor fails to provide the labor, materials, and equipment as specified, the Owner reserves the right to terminate the Contract and enter into other agreements to complete the Contract and the Owner shall nevertheless have the right to recover damages for breach of Contract and/or loss incurred, whether by suit on the Contract, by claim on the bond securing it or as otherwise available to the Owner.

Article 11. Protection of Owner's Property

- 11.1 The Contractor shall maintain adequate protection of the Owner's property and that of its employees and visitors from any harm arising in connection with the services provided and shall pay or cause payment to be made for any such damages incurred. This project is in the Town Hall and town business must be able to continue throughout the project .

Article 12. Changes in the Project

- 12.1 The Owner, without invalidating the essence of the prevailing Contract, may order the

inclusion of extra labor, materials, and equipment or the adoption of changes within the context of the Contract, with appropriate adjustments for payments being made. The appropriate adjustments for payments in the contractual agreement shall be in the form of a Change Order. All changes must be in writing and signed by both the owner and the contractor.

Article 13. Permits and Licenses

13.1 The Contractor shall secure at Contractor's own expense all permits and licenses, pay all necessary charges, and provide all notices due in connection with the proper completion of the Work. The Town of Sterling waives all local permit fees.

Article 14. Liens, Demands and Permit Fees

14.1 The Contractor shall indemnify, defend and save the Owner harmless from all liens, demands, or permit fees in any way associated with the proper completion of the Work, which shall be furnished free and unencumbered of any charge against it.

Article 15. Description of Work

15.1 Each Bidder shall carefully examine the information available regarding the required Work and all conditions which may affect proper execution of the Work. The purpose of this Contract is to provide the Owner with labor, materials, and equipment to complete the Work as detailed in these Contract Documents in accordance with all applicable federal, state and local statutes, laws, and regulations. A pre-bid conference and site visit will be scheduled. All interested contractors are encouraged to attend and notify the Facilities Technician ahead of time in case the site visit must be rescheduled. No claims for additional costs will be allowed because of lack of knowledge of the existing conditions. The Bid shall include all labor, materials, and equipment to complete this Work as specified.

Article 16. Bidder Responsibilities

16.1 Through submission of a bid, the Bidder attests and agrees to the following:

- 16.1.1 Each Bidder shall attest that the Bidder has carefully examined the Contract Documents and that the Bidder agrees to enter into a written contract with the Owner to provide this Work in accordance with the Contract Documents.
- 16.1.2 The successful Bidder shall be responsible for the preparation and filing of any reports required by the local regulations, by-laws, and laws of the Commonwealth of Massachusetts and/or federal government.

16.1.3 Each Bidder must meet the following minimum criteria and must provide this information with its Bid.

- i. The Bidder has not been cited by any city, town, state, or any federal agency during the past 2 years for violations related to occupational safety and/or environmental pollution regulations and/or laws. If a Bidder has been cited for any violation, Bidder must disclose in its Bid the nature of the violations which will be used to determine whether the Bidder is responsible.
- ii. Each bidder shall submit at least five (5) references which shall be attached with the Bid.

Article 17. Bidding on Contract Documents

17.1 Each Bidder shall Bid on identical Contract Documents and any Bidder proposed variations shall not be allowed without the written consent of the Owner.

Article 18. Bid

18.1 Each Bidder shall include all charges for labor, materials, and equipment.

18.2 The Owner reserves the right, in its absolute and sole discretion, to waive any informality in or to reject any or all Bids if deemed to be in its best interest.

18.3 All questions by prospective bidders as to the interpretation of the Contract Documents must be submitted in writing to Ross Perry, Town Administrator, 1 Park Street, Sterling, MA 01564, at least 10 days before the date and time set for the opening of bids. The Owner reserves the right to issue addendums up to 5 days before bids are due any and all interpretations and addenda via mail or email as it deems appropriate and expedient. All Bidders shall ensure that such contact information is on file and remains current with the Owner throughout the Bid process.

Article 19. Bid Evaluation Criteria

19.1 Does the Bidder meet the minimum criteria?

19.2 Is the Bid proposal responsive to the specification requirements?

19.3 Is the Bidder a responsible Bidder?

19.4 Does the Bidder provide references and have a minimum of 5 years of experience with window projects of similar size?

19.5 Does the bidder propose an installation and completion schedule that is compatible with the Town of Sterling's schedule?

19.6 The length and coverage of a warrantee for the project.

19.7 Description of their quality assurance process.

19.8 Does the Bidder provide the lowest total price for the requested number of windows? (The contract award may adjust the final number of each type of window based upon individual prices in the bid and the Town's budget.)

Article 20. Bid as Town Property

20.1 Bids and information prepared by each Bidder shall become the property of the Owner.

Article 21. Compliance with other Laws and Regulations

21.1 The Contractor must comply with all federal, state, and local laws and regulations including **Prevailing Wages** pertaining to the Work. (See copy attached to the bid)

Article 22. Insurance and Bonds

22.1 The Contractor shall carry Workers' Compensation and Liability Insurance for work under this proposal and shall render an in-effect insurance certificate to the Owner within 10 days of the award letter. Insurance limits shall be in accordance with the below requirements.

22.2 Minimum Limits of Liability:

22.2.1 Comprehensive General and Public Liability Insurance in an amount not less than \$1,000,000 per occurrence and in an amount not less than \$3,000,000 aggregate.

22.2.2 Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor, in the amounts of \$1,000,000 for any one person, \$3,000,000 for any one accident.

22.2.3 Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor, in the amounts of \$1,000,000 for any one accident, \$3,000,000 aggregate.

22.2.4 Motor Vehicle Insurance to cover bodily injury and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in conjunction with the prosecution of the Work under this

contract, in the amount required under b) and c) above.

22.2.5 Worker's Compensation and Employer's Liability as required by the General Laws of the Commonwealth of Massachusetts.

22.3 All policies shall be so written that the certificate holder, namely the "Town of Sterling, 1 Park Street, Sterling, MA 01564" is insured at no cost to the Town for the full amounts stated above.

22.4 The Contractor shall name the Owner as an additional insured.

Article 23. Certificate of Non Collusion

23.1 Each Bidder shall submit a certificate of non-collusion which is attached with the Bid Form.

Article 24. Certificate of Taxes

24.1 Each Bidder shall submit a certificate of taxes which is attached with the Bid Form.

Article 25. Statement of Eligibility

25.1 Each Bidder shall submit a statement of eligibility which is be attached with the Bid Form.

Article 26. Hold Harmless Clause

26.1 The Contractor shall indemnify, hold harmless and defend the Owner, its agents, employees, officers, engineers, and volunteers from and against any and all liabilities, claims, penalties, fines, forfeitures, suits, administrative proceeding, and all incidental costs and expenses (including costs of defense, settlement, and reasonable attorney's fees) which may be alleged against the Owner, or which the Owner may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations or orders caused by or resulting from the negligent acts or omission by the Contractor or of any employee or agent of the Contractor or from the failure or inadequacy of the equipment.

Article 27. Award of Contract

27.1 The Contact will be awarded to the lowest responsible eligible Bidder, subject to appropriation, reference verification, and schedule compatibility. Such award may be made by the Town of Sterling. Such a Bidder shall possess the skill, ability and integrity necessary for the faithful performance of the Work. The term "lowest responsible and eligible Bidder" shall mean the Bidder whose bid is the lowest of those Bidders possessing

the skill, ability and integrity to the faithful performance of the Work as outlined in Article 19.

- 27.2 The Owner reserves the right to reject any and all Bids at its sole discretion for any reason whatsoever, to waive any and all informalities if it is in Owner's best interest to do so, and the right to disregard all nonconforming, nonresponsive or conditional Bids.

Article 28. Contractor's Guarantee

- 28.1 The Contractor guarantees that the Work to be performed under the Contract and all labor, materials and equipment to be furnished, used, or installed in the performance of the Work shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Contract Documents. The minimum guarantee shall be for a period of 3 years (3) from and after the date of completion and acceptance of the Work for labor and material warranty. Window warranty, minimum of 10 years must be indicated on the bid form.

- 28.2 If at any time within the period of guarantee any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction or replacements. If the Contractor fails to commence making such repairs, corrections or replacements to the satisfaction of the Owner within 20 days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make said repairs, correction or replacements, and charge the costs, including compensation for additional professional services, legal or otherwise to the Contractor and/or its surety bond company.

Article 29. Liquidated Damages

- 29.1 Owner and Contractor recognize that time is of the essence of these Contract Documents due to the need continue use of the building before winter and that Owner will suffer financial loss if the Work is not completed within the Contract Period ending after 30 calendar days from the start date fixed in the Notice to Proceed. In addition, specific items or portions of the Work detailed within the Bid may require accelerated sequencing and other stipulated completion dates. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$200.00 per day for each calendar day of delay until the Work is complete as stipulated in the Contract Documents.

Article 30. Safety and Health Regulations

- 30.1 This Work is subject to all of the Safety and Health Regulations of the U.S. Department

of Labor set forth in Title 29 Code of Federal Regulations, Part 1926 and to all subsequent amendments and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations" (Chapter 454 Code of Massachusetts Regulations 10.0 et. seq.) and M.G.L. c. 30, § 39S. Contractors shall be familiar with the requirements of these regulations and statutes.

30.2 The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54). The Bidder shall have a competent person or persons, as required under the Occupational Safety and Health Act, on the project site to inspect the Work and to supervise the conformance of the Work with the regulations of the Act.

30.3 The Contractor (1) shall be able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work; (2) shall ensure 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 (OSHA) that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) shall ensure that all employees to be employed in the Work subject to this Bid have successfully completed a course in construction safety and health approved by OSHA that is at least 10 hours in duration. All employees to be employed in the Work subject to this Bid shall be legally able to work in the United States. At least one person of Contractor authority must be on site and able to speak English.

SECTION II. SUMMARY OF WORK

Article 1. Bid Alternatives

1. Alternate 1: Based upon the individual window prices of the lowest total price responsive and responsible bidder and the Town's budget, the actual number of each window type may be adjusted.

Article 2. Bidder Obligation

- 3.1 The Bidder shall declare that the Bidder carefully examined the Contract Documents and that the Bidder proposes and agrees to enter into a written contract with the Owner to provide the labor, materials, and equipment in accordance with these Contract Documents.
- 3.2 The Owner shall have the right to terminate the services of the Contractor at any time during the period of the contract for any reason with 30 days' notice. The Owner shall be

responsible for any bills owed to the successful bidder only until the date of termination and only for satisfactory delivery of labor, materials, and equipment and shall not be responsible for any additional fee or charges.

Article 4. Obligations of the Owner

- 4.1 The Owner will provide adequate access to the building during the hours of 7:30 AM and 5:00 PM, Monday through Thursday, 7:30 AM and 11:30 AM Fridays except legal holidays. The Owner is flexible to different work hours as long as they coordinated with the Facilities Technician.

Article 5. Obligations of the Contractor

- 5.1 The Contractor shall schedule its work in such a way as to not leave the Work for any period of time greater than 2 days, excluding weekends and holidays, and inclement weather once it has begun the Work until all of the Work is complete. Contractor will ensure the building is secure to the weather at all times.
- 5.2 The Contractor shall communicate schedule and work plan with the Facilities Technician and pull applicable permits from the Building Department. Permit fees will be waived by the Owner.

Article 6. Prevailing Wage Rates

- 6.1 Wages paid on the Work must conform with the minimum rate of wages as established by the Commissioner of Labor and Workforce Development, Division of Occupational Safety under the provisions of M.G.L. c. 149, §§ 26-27. Prevailing Wage Rates are attached as part of these Contract Documents.
- 6.1.1 In accordance with M.G.L. c. 149, § 27B, a true and accurate record must be kept of all persons employed on the Work for which the enclosed rates have been provided.
- 6.1.2 M.G.L. c. 149, § 27B includes the following requirements:
- 6.1.2.1 Employers shall submit weekly payroll records to the awarding authority for all employees who have worked on this project. Such records should be submitted with each invoice presented for payment.
- 6.1.2.2 Responsibility for investigating and enforcing the prevailing wage law is with the office of the Massachusetts Attorney General.

Article 7. Contract Bonds

- 7.1 The successful bidder shall be required within 7 calendar days, after the Notice of Award and the contract is mailed, to furnish a 50% Payment Bond if the Total Contract Price exceeds \$25,000 for any reason. The bond shall be submitted in a form approved by the Owner and issued by a responsible surety company satisfactory to the Owner and qualified to do business under the laws of the Commonwealth of Massachusetts. Such Bond shall be deemed a part of the Contract, and shall be in the full amount as stated above. This Bond shall remain in effect at least until one year after the date when final payment becomes due.

Article 8. Hours of Work

- 8.1 Work under this Contract shall be performed only during the hours of 7:30 AM and 5:00 PM, Monday through Thursday, 7:30 AM and 11:30 AM Fridays except legal holidays, unless otherwise authorized in writing by the or the Facilities Technician

Article 9. Payment & Invoicing

- 9.1 Upon receiving an invoice from the Contractor after the Work has been completed in accordance with the Contract Documents, the Owner shall make a lump sum payment for the Work.
- 9.2 If progress payments are agreed to by the Owner, proof of work completed to date shall be provided with the invoice(s). The Contractor understands that 20% of the total contract amount will be held back until all items, a.k.a. punch list are complete to the Owner's satisfaction.

Article 10. Inspection

- 10.1 The Town will inspect the completed Work; and if the Work is deemed unsatisfactory, the Contractor shall make the needed changes at no cost to the Owner.

SAMPLE
AGREEMENT FOR
Butterick Building Window Replacement
1 Park St.
Sterling, Massachusetts

AGREEMENT between the Town of Sterling, a Massachusetts municipal corporation with a usual place of business at Butterick Municipal Building, 1 Park Street Sterling Massachusetts, acting through its Board of Selectmen (the "Owner"), and _____, a Massachusetts [foreign] corporation doing business at _____ (the "Contractor").

WHEREAS:

- A. The Owner issued a Request For Proposals pursuant to M.G.L. c. 30, § 39M for the Butterick Building Window Project at 1 Park Street Sterling, Massachusetts (the "Work"); and
- B. The Contractor submitted a Bid to perform the Work, and the Owner has decided to award the contract to the Contractor;

NOW THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

- 1. The Contractor shall provide the Owner the Work as delineated in the following: **Butterick Building Windows** in accordance with the Request For Proposal and the Specifications.
- 2. Payment. The Owner agrees to pay to the Contractor a not-to-exceed sum of \$_____ for the following windows_____.
- 3. Invoices. The Contractor shall submit a lump sum invoice to the Owner for payment for the Work. The Owner shall make payments within 30 days after its receipt of the invoice for Work completed in accordance with these Contract Documents.
- 4. Contract Documents. The Contract Documents consist of this Agreement, the Request For Proposals, Instruction to Bidders and General Specifications, Scope of Work, the Bid, Prevailing Wage Rates, and all addenda issued prior to execution of this Agreement, and which shall constitute the Contract Documents between the Owner and the Contractor, except for modifications issued after execution of this Agreement. In the event of

conflicting provisions, the language of these Contract Documents shall govern, provided that, if the conflict relates to quality of services, the higher quality specified shall be required.

5. Contract Period. The Contractor agrees to commence its obligation forthwith upon notification of a Notice to Proceed by the Owner and to complete its obligation under this Contract immediately, within 30 (thirty) calendar days from the start date fixed in the Notice to Proceed, time being of the essence. Start date: _____
Completion date: _____
6. Claims. The Contractor shall be responsible for and pay all claims for damages resulting from failure to furnish such services as provided by the Contract Documents.
7. Laws. These Contract Documents are made subject to all applicable laws and Building Codes of the Commonwealth of Massachusetts; and if any provision of these Contract Documents does not conform to said laws, such provision of the Contract Documents shall be void and the applicable provision of such laws shall be operative. Any suit shall be filed in the Worcester County.
8. Performance of the Work. The Contractor shall furnish all labor, materials, and equipment to accomplish the Work in strict conformity with all applicable federal, state, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Work.
9. Warranties. The Contractor guarantees that the services provided are fit for the purpose for which they are being purchased. The Contractor warrants that all Work will be performed in a good and worker-like manner and in strict conformity with the Contract Documents. The Contractor shall make good, without cost to the Owner, any defects or faults arising within (a minimum of) 1 (one) year after the date of the Owner's acceptance of the Work resulting from imperfect or defective services furnished by the Contractor. Windows are warranted by the Manufacture for _____
10. Indemnification of the Owner. The Owner's liability shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify, defend, and hold harmless the Owner its officers, boards, agents, and employees from any liability, loss charge, or expense resulting from any employees or third-party contractor or supplier's claim for payment for wages, labor, materials, equipment, goods or services rendered to the Contractor or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor or any of its agents or employees, and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Owner may retain out of any payments, then or thereafter due to the Contractor, a sufficient amount to protect the Owner against such claims, costs, and expenses.
11. Contractor's Standard of Care. The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to

established providers of such services. The Contractor warrants and represents that it is familiar with the services relative to this Work.

12. Contractor's Personnel. The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Owner. All Contractor's employees must be legally authorized to work in the United States. Contractor will insure a supervisor is onsite at all times and able to speak English.
13. Insurance. The Owner requires that the Contractor provide a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$1,000,000.00, all as set forth in the Specifications, and Worker's Compensation in accordance with the General Laws. The Owner requires the Certificate of Insurance to include naming the Owner as an additional insured.
14. Independent Contractor. The Contractor is an independent contractor and is not an agent or employee of the Owner and is not authorized to act on behalf of the Owner. The Owner will not withhold federal, state or payroll taxes of any kind on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of the Owner.
15. Successors. These Contract Documents is binding upon the parties and their successors. Neither the Owner nor the Contractor shall assign or transfer any interest in these Contract Documents without the written consent of the other.
16. Inspection and Reports. The Owner shall have the right at any time to inspect the records of the Contractor relative to services provided to the Owner pursuant to these Contract Document. Upon request, the Contractor shall immediately furnish to the Owner any and all written reports relative to such services arising out of its operations under these Contract Documents during and/or after the termination of these Contract Documents.
17. Termination.
 - a. For Cause. The Owner shall have the right to terminate these Contract Documents:
 - (i) if the Contractor neglects or fails to perform or observe any of its obligations and a cure is not effected by the Contractor within 7 days next following its receipt of a notice of breach, non-performance, or poor performance issued by the Owner; (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for 30 days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation, or dissolution relating to bankruptcy, insolvency, or other relief for debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the

Contractor's property.

The Owner shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience. The Owner may terminate these Contract Documents at any time for any reason upon submitting to the Contractor 30 days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to these Contract Documents unless otherwise directed in the Owner's termination notice. The Contractor shall promptly notify the Owner of costs incurred to date of termination, and the Owner shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on these Contract Documents.
- c. Return of Property. Upon termination, the Contractor shall immediately return to the Owner, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Owner or developed by the Contractor in accordance with these Contract Documents.

18. Notice. Any and all notices or other communications required or permitted under this Contract shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail, or by other reputable delivery service, to the parties at the address set forth below or furnished from time to time in writing by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed when deposited with the United States Postal Service or if sent by private overnight or other delivery service.

Notices pursuant to these Contract Documents shall be given by certified mail addressed as follows:

a. Owner: Board of Selectmen
C/O Town Administrator
Butterick Municipal Building
1 Park Street
Sterling, MA 01564
Phone: 978-422-8111

b. Contractor: _____

Phone: _____

19. Severability. If any term or application of this Contract shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, legality and the

enforceability of the remaining terms and conditions of the Contract shall not be deemed affected unless one or both parties would be substantially or materially prejudiced.

IN WITNESS WHEREOF, the Owner and the Contractor, by authorized officers of the parties, have executed this Agreement this _____, day of _____, 2020.

[AWARDING AUTHORITY]

[CONTRACTOR]

By: _____
Town Administrator as authorized by the
Board of Selectmen on _____, 2020

By: _____
Its: _____

Date: _____, 2020

Date: _____, 2020

Approved as to Availability of Funds:

Fred Aponte, Town Accountant

Date: _____, 2020

BID FORM
For
Butterick Building Window Replacement
1 Park St.
Sterling, Massachusetts

This Bid is submitted in accordance with your Request for Proposals for the following Contract:

Butterick Building Window Project

The undersigned, having examined carefully the Contract Documents including the Agreement, the Request For Proposals, Instruction to Bidders and General Specifications, Scope of Work, the Bid Form, Prevailing Wage Rates, and all related bulletins and/or addenda promulgated, together with any and all other documents, and having examined carefully and having become familiar by investigation with the various conditions which may affect the performance of the Work, agrees to furnish all labor, materials, and equipment required to complete the Work, to your complete satisfaction and acceptance.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of addenda(s) numbered: _____

TOTAL CONTRACT PRICE: (Thirteen Windows)

Butterick Building Window Project

_____ DOLLARS _____	CENTS _____
WORDS	FIGURES

Price per window: (window, and labor, included in the above total)

Window style 1:

90" x 36" Double hung sash \$ _____

Window style 2:

41" x 58" Fixed, frosted \$ _____

Window style 3:

41" x 51" Gliding \$ _____

Proposed Start date: _____ and Completion date: _____

Warranty offered (manufacture window warranty and over three-year contract minimum):

Process Description:

The Bidder shall provide on a **separate page (or attachment) a description of their site preparation, installation process, and quality assurance process.**

BID FORM CERTIFICATES & STATEMENTS

The undersigned agrees that, if selected as Contractor, it will, within 7 days, Saturdays, Sundays, and legal holidays excluded, after presentation by the Owner, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each to a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and in the sum of fifty percent of the Total Contract Price in the event that the Total Contract Price exceeds \$25,000, the premiums for which are to be paid by the Contractor and are included in the Total Contract Price.

STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, § 49A, the undersigned certifies under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all State Taxes required under law and in doing so acknowledge that any taxes shall be considered as being covered by the foregoing description as of the date of signing this document.

STATEMENT OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person, joint venture, partnership, corporation, or other business or legal entity.

STATEMENT OF ELIGABILITY

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 M.G.L. c. 29, § 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Bid of: _____

Company Name

___ a corporation, organized and existing under the general laws of _____.

___ a joint venture.

___ a partnership.

___ an individual doing business as _____

Street Address _____ City or Town _____ State ____ Zip _____

Phone Number(s) _____ Fax Number(s) _____

Signature _____ Title _____ Date _____

Print or Type Name _____ Print or Type Title _____

REFERENCES

For

Butterick Building Window Replacement

The undersigned offers the following information as evidence of qualifications to perform the Work as Bid upon according to all the requirements of the Contract Documents.

1. Have been in business under present name for ____years.
2. The Bidder is required to state below the names of at least 5 public agencies within 75 miles of the Town of Sterling where similar Work has been completed (add supplementary page if necessary).

<i>NAME</i>	<i>ADDRESS</i>	<i>CONTACT</i>	<i>PHONE#</i>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

_____ Signature	_____ Title	_____ Date
_____ Name	_____ Company	_____ Phone

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Appendix A – Scope of Work

Window style 1:

Replace ten (10) double hung windows; approximate size 90" x 36'.

Tilt-in sashes for cleaning

6 x6 full divided light internal grills

Fibrex, wood fiber and thermoplastic polymer sash material, or equivalent

White or Canvas color, inside and out.

Double locks

Sash limit devices

No screens

Window style 2:

Two (2) fixed windows, approximately 41" x 58"

Frosted glass for privacy

Window style 3:

One (1) gliding window 41" x 58" with a screen

Both sashes slide

Fibrex or equivalent tracks

Contractor is responsible for exact measurements

All windows: Low E4 Smart Sun Glass, with Argon gas filled, Performance rating E Star 6.0. 2015 or latest or equivalent

Labor warranty three years or more

Window warranty ten years or more

Installation:

- Includes removal and disposal of existing windows
- Remove and reinstall all security screens in basement
- All staging
- Preparation, including insulation around sashes
- Repair and repaint interior and exterior trim as necessary
- Caulking of perimeters
- Clean up of job site
- Labor and materials