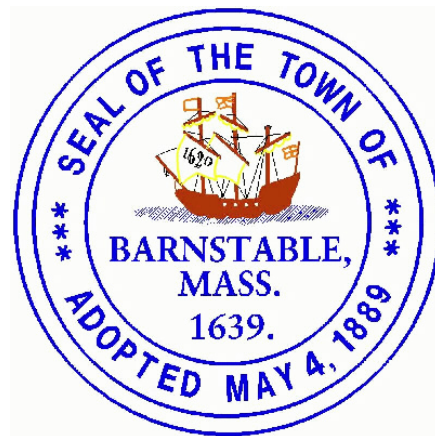


Town of Barnstable

**DEPARTMENT OF PUBLIC WORKS
STRUCTURES & GROUNDS DIVISION**

Invitation for Bid

40 Ton Gas Fired Chiller/Heater For the Old Town Hall



May 3, 2007

NOTICE

INVITATION FOR BID
TOWN OF BARNSTABLE
DEPARTMENT OF PUBLIC WORKS

The Purchasing Agent of the Town of Barnstable, on behalf the Department of Public Works, Structures and Grounds Division, is soliciting bids for the following equipment, in accordance with Chapter 30B M.G.L:

Yazaki CH-K40 40 (or approved equivalent) Ton Gas Fired Double Effect Chiller/Heater, 208V, 3 Phase Provided with ACT-3 Diagnostics and AC630 Gas Meter, and Yazaki ST60 (or approved equivalent) AMCOT 60 Ton Cooling Tower Complete with Anti Splash Louvers

Specifications and bid forms will be available on the Town of Barnstable website, www.town.barnstable.ma.us or at the Purchasing Agent's Office, Procurement & Risk Management, 230 South Street, Hyannis, MA 02601, telephone (508) 862-4741, preceding the bid opening, between the hours of 8:30 AM and 4:00 PM, Monday through Friday, excluding holidays.

All bids must be received by May 21, 2007, by 2:00 pm in the Purchasing Agent's Office, Procurement & Risk Management, 230 South Street, 3rd Floor, Hyannis, MA 02601. Bids received after that time will not be accepted. Bids will be opened publicly immediately following.

The Town of Barnstable reserves the right to reject any or all bids when it deems to be in the best interest of the Town of Barnstable. Contract award will be made by the Town Manager, Town of Barnstable, within 30 days of the bid opening.

TOWN OF BARNSTABLE
DEPARTMENT OF PUBLIC WORKS

GENERAL SPECIFICATIONS

- A. Attention of all bidders is directed to Chapter 30B of the General Laws of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.
- B. The bidder shall submit the bid upon forms furnished in the Bid Invitation documents. All bids shall be in ink or typewritten and the bid form must be filled out completely. The price shall, without exception, include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the equipment and accessories supplied.
- C. All bids shall be signed correctly in ink by the individual or in the case of a firm, partnership or corporation, by a person having the legal authority from said firm, partnership, or corporation to sign the bid.
- D. All bids shall be submitted to the Town of Barnstable, Purchasing Agent, Procurement & Risk Management, 230 South Street, 3rd Floor, Hyannis, MA 02601, on or before the date and time stated in the "Bid Notice". Each bid shall be in a sealed envelope, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the bidder.
- E. Bid forms shall be completely filled in. Bids which are incomplete, conditional or obscure, or which contain additions not called for, will be rejected. Use the pages of this document when submitting proposal and submit contract document intact.
- F. Bidders may correct, modify or withdraw the original bids on or before the date and time stated in the "Bid Notice". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the bidder. A bidder who wishes to withdraw a bid must make the request in writing.
- G. A bidder may withdraw a bid after the public opening of the bid only if a mistake is clearly evident on the face of the bid document, but the intended correct answer is not evident.
- H. Any bid received after the date and time stated in the "Bid Notice" shall not be opened. Unopened bids will be returned to the bidder.
- I. Bids will be publicly opened and read at the date and time stated in the "Bid Notice". All interested parties are invited to be present.

- J. No award will be made to any bidder who cannot satisfy the Department of Public Works that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The owner's decision or judgment on these matters shall be final, conclusive and binding. Conditional bids will not be accepted.
- K. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid.
- L. Each bidder shall acknowledge receipt of any and all addendum issued to the invitation for bids by so indicating on the Bid Sheet. Failure to do so shall be cause to reject the bid as being non responsive.
- M. The contract will be awarded within sixty days after the actual public bid opening date, subject to the availability of funds to the lowest responsive, responsible bidder complying with the conditions set forth in the bid document provided the bid in the opinion of the awarding authority, is reasonable and is in the best interest of the Town of Barnstable to accept it.
- N. All bids shall be based on delivery of the equipment and its components to the Town of Barnstable, Old Town Hall, 397 Main Street, Hyannis, MA 02601.
- O. Any items missing when the equipment is delivered will result in the town retaining a minimum of 10% of the net cost until all items are supplied.
- P. New equipment and accessories to be supplied under these bids shall be the manufacturer's latest model and design. The firm/individual shall supply all standard items contained in the manufacturer's published specifications, unless the enclosed specifications call for an optional item to replace the standard item. The manufacturer's published specifications must be included in the bid submitted. All equipment and accessories must meet all Federal, State, and local safety standard.

Bidders must bid based on the manufactures products listed or an approved equivalent. To receive approval for an equivalent, bidders must fax in the information on the requested equivalent for review and approval to the contact for this bid.

- Q. Payment for the equipment will be processed after final acceptance of the equipment. The bidder will submit an original bill or statement. The bidder will receive payment within a 30 day period.
- R. The bidder's attention is directed to the fact that all applicable State laws, Municipal ordinances, and the rules and regulations of all authorities having jurisdiction over

bid/purchase shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

- S. Each bidder must sign and submit a "Certificate of Non-Collusion" clause and a "State Tax Certification" clause with the bid sheet. (Forms are attached to Bid Sheet).
- T. If the services are subsequently deemed to be unsatisfactory to the Town and are in violation of the General and/or Detailed Specifications, the town shall notify the said bidder. If mutually agreeable arrangements cannot be achieved between the town and the bidder, the terms of the contract will be immediately terminated.
- U. In the event of tie bids the Contract will be awarded to the Contractor who has most recently supplied the same service/equipment to the Town. If a tie bid still exists the bidders names will be placed in a container and the name drawn will be awarded the contract.
- V. Bidder is to supply equipment in "turn key" condition suitable for its intended operation. All components must function together as an integrated unit.

DEPARTMENT OF PUBLIC WORKS

EQUIPMENT PROPOSAL
DETAILED SPECIFICATION TABLE

(Return this sheet with bid sheet)

Gas Fired Chiller/Heater

It is the intent of these specifications to describe the minimum requirements for a Gas Fired Chiller Heater, delivered, as follows:

- One (1) Model CH-K40, Yazaki 40 ton gas fired double effect chiller/heater 308V, 3 Phase provided with ACT-3 Diagnostics and AC630 Gas Meter (field installed) (or equivalent)
- One (1) Model ST60, AMCOT 60 ton cooling tower complete with anti splash louvers (or equivalent)

Pricing to include delivery to 397 Main Street, Hyannis, MA 02601, start up and adjustment

Unit to be installed by Town of Barnstable personnel.

Specify

TRAINING

Specify

On site training in maintenance, adjustment and operation shall be provided. This training shall prepare personnel in operation and normal maintenance.

WARRANTIES

Please include copy of factory warranty with bid.

A copy of the warranty and written comments on the above shall be attached to the bid submittal.

PARTS AVAILABILITY

Normal replacement parts shall be available within 24 hours of order

Specify

MANUALS

One set total including operations, parts and service (in English)

Specify

DELIVERY

Requested within 60 days of award

Specify

IMPORTANT NOTE:

Bidders must bid based on the manufacturers products listed or an approved equivalent. To receive approval for an equivalent, bidders must fax in the information on the requested equivalent for review and approval to the contact for this bid.

Request for approval for a proposal equivalent MUST be submitted prior to the bid due date. Subject all specification sheets and model numbers to the following:

**Johanna F. Boucher
Purchasing Agent/Contract Compliance Officer
Town of Barnstable
230 South Street
Hyannis, MA 02601
Tel (508) 862-4741
Fax (508) 862-4717
johanna.boucher@town.barnstable.ma.us**

REFERENCES

Bidders must provide a list of at least 5 customers (preferably Towns) to which similar equipment has been supplied, along with a name of a contact person and phone numbers.

1. Town:

Contact: _____ Phone:

2. Town:

Contact: _____ Phone:

3. Town:

Contact: _____ Phone:

4. Town:

Contact: _____ Phone:

5. Town:

Contact: _____ Phone:

TOWN OF BARNSTABLE
CERTIFICATE OF NONCOLLUSION

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.

FIRM _____ SIGNATURE _____

ADDRESS _____

NAME
(print) _____ TITLE _____

TELEPHONE _____ DATE _____

TOWN OF BARNSTABLE

STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

_____ by: _____
* Signature of individual or Corporate Officer
Corporate Name (Mandatory) (Mandatory, if applicable)

**Social Security # (Voluntary)
or Federal Identification #

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

**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 Mass. G.L. 62C s. 49.A.

TOWN OF BARNSTABLE
DEPARTMENT OF PUBLIC WORKS

BID SHEET

Qty One (1) CH-K40, Yazaki 40 Ton Gas Fired Double Effect chiller/heater, 208V, 3 phase provided with ACT-3 Diagnostics and AC630 GGas meter (field installed)

\$ _____

Qty One (1) AMCOT 60 Ton Cooling Tower complete with anti splash louvers

\$ _____

Total Bid Price

\$ _____

Proposed Delivery Date: (requested within 60 days of award)

Contract will be awarded to the low, responsive, responsible bidder who submits the lowest

Total Bid Price.

The undersigned agrees that if presented with the notice of acceptance for this contract, he will within five business days execute a contract in accordance with the terms of this bid.

Receipt of Addendum Number (s) _____ is hereby acknowledged and reflected in the Bid price (s) shown on previous page.

The undersigned agrees to furnish the equipment including all labor and materials required to complete the Contract by supplying a heater/chiller with cooling tower in "Turn Key" condition in accordance with specifications prepared by the Town of Barnstable entitled "Invitation for Bid, Department of Public Works, Structures & Grounds Division", dated 5/3/07, for the Bid price shown. Bid price includes delivery to the Town of Barnstable at 397 Main Street, Hyannis, MA.

The undersigned agrees that if presented with Notice of Acceptance for this Contract, he will within five days, Saturdays, Sundays and legal holidays excluded, execute a Contract in accordance with the terms of this Bid.

The Town of Barnstable reserves the right to reject any or all bids and to waive minor informalities as provided under Chapter 30B, M.G.L.

FIRM: _____ SIGNATURE: _____

ADDRESS: _____ NAME (print) _____

_____ TITLE: _____

TELEPHONE: _____ DATE: _____

All bids must be received at the Procurement & Risk Management, 230 South Street, 3rd Floor, Hyannis MA 02601 prior to Please mark envelope " Old Town Hall Heater/Chiller"

Required attachments:

- (1) Certificate of Non-Collusion
- (2) State Taxes Certification Clause
- (3) Completed Detailed Specification Table/product literature
- (4) References
- (5) warranty



Town of Barnstable Office of Town Manager

367 Main Street, Hyannis MA 02601

Office: 508-862-4610
Fax: 508-790-6226

John C. Klimm
Town Manager

ACCEPTANCE OF BID

_____ is hereby notified that their bid for a heater/chiller for the Old Town Hall, per specification entitled "Invitation for Bid, Town of Barnstable, Department of Public Works, dated May 3, 2007, in the amount of \$_____ submitted on _____, has been accepted.

Please complete the "AGREEMENT BETWEEN CONTRACTOR AND OWNER" and return to the Procurement & Risk Management, 230 South Street, 3rd Floor, Hyannis, MA. 02601.

John C. Klimm
Town Manager

TOWN OF BARNSTABLE, MASSACHUSETTS
AGREEMENT BETWEEN CONTRACTOR AND OWNER

CONTRACT

THIS AGREEMENT, made this day of May __, 2007 by and between the TOWN OF BARNSTABLE, MASSACHUSETTS, hereinafter called the owner, and _____, with legal address and principal place of business _____ called CONTRACTOR.

WITNESSETH: That for and in consideration of payment and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees, with the OWNER, to supply the OWNER with One (1) Yazaki 40 on gas fired double effect chiller/heater 208V, 3 phase provided with ACT-3 diagnostics and AC630 gas meter (field installed) and One (1) ST60 AMCOT 60 ton cooling tower complete with anti splash louvers in accordance with specifications entitled "Invitation For Bid, Department of Public Works, Heater/Chiller for Old Town Hall", dated 5/3/07, at a total price of \$_____, delivered to the Town of Barnstable (location to be determined) within 60 days of the execution of this Agreement in accordance with the following requirements.

The Bid Specifications entitled "General Specifications" and "Detailed Specifications" dated May 3, 2007, for chiller heater/cooling tower and the Bid, are made a part hereof and collectively evidence and constitute the Contract.

The OWNER agrees to pay the CONTRACTOR for the performance of the Contract and to make payment in the amount of \$_____

The Agreement constitutes the entire Contract and there are no agreements other than those incorporated herein. This Agreement may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in the year and day first above mentioned.

By _____

CONTRACTOR

Approved as to form

OWNER'S ATTORNEY

By _____

OWNER

This is to certify that the Town of Barnstable, Massachusetts has an appropriation which is adequate to cover the cost of this Contract,

OWNER'S ACCOUNTANT