

INVITATION TO BID

NOVEMBER 10, 2021

Contractor Services Associated with:
MILO PECK CHILD CARE SCHOOL
ENERGY & EFFICIENCY HVAC UPGRADES
114 PALISADO AVENUE
WINDSOR, CT 06095

THIS IS AN INVITATION FOR BIDS AND THE TOWN RESERVES THE RIGHT TO NEGOTIATE AND CONTRACT WITH ANYONE OR NO ONE, HIGH OR LOW, AS IT DETERMINES TO BE IN THE BEST INTERESTS OF THE TOWN OF WINDSOR.

INTENT AND GENERAL INFORMATION

In accordance with the provisions of Connecticut General Statutes (CGS) Section 10-291 as amended; The Town of Windsor solicits proposals from LICENSED CONTRACTORS FOR HVAC Efficiency Upgrades MILO PECK CHILD CARE SCHOOL located at 114 Palisado Avenue Windsor, CT. 06095. Salamone and Associates are the designing and consulting engineers on this project.

Bidders may obtain hard copies of complete sets of Bidding Documents available at **Advanced Reprographics upon a non-refundable payment to be advised at the time of order/pick-up for EACH SET.** Make check payable to **Advance Reprographics.** Go to www.advancedrepro.net and click on "ACCESS OUR PLANROOM" on the bottom of the page and select "PUBLIC JOBS." Plans and specifications will be available for viewing and purchasing.

SCOPE OF WORK

The selected CONTRACTOR will as per project drawings and specifications; demo the following equipment; boiler, water heater, heat exchanger, condensate receiver, piping, pumps, fin tube radiation, cast iron radiators, air handling unit, exhaust fans, related electrical, existing controls and attic insulation. Provide/install the following equipment; condensing boilers, indirect water heater, chillers, pumps, 4-pipe system, fan coils units, air handling unit, exhaust fans, new electrical service, new BMS system, etc. DDC Controls to be Autologic NO substitutes are acceptable.

BID AND SUBMITTAL CONDITIONS:

THE BIDS SHALL INCLUDE:

1. Bidders will submit TWO sets of their sealed bid with enclosed BID FORM.
2. A statement of staff availability and their experiences and CONTRACTOR references in similar projects.
3. A projected time schedule of the work. It is expected that the work will be SUBSTANTIALLY completed in 90 days. The school will be unoccupied June, July, August 2022. Bidder must be able to prove staffing abilities to complete project in 90 days to be considered a qualified bidder. A list of all subs the general contractor will use on this project to be included in submitted bid.

SUBMISSION REQUIREMENTS

Bids will be received at the Finance Department Windsor Town Hall Attn: Director of Finance James Bourke Windsor Town Hall 275 Broad Street, Windsor, CT 06095 until Wednesday December 22, 11:00 AM at which time they will be opened in the Windsor Town Hall via video conferencing to be scheduled.

Contact Whit Przech at 860-285-1870 with any and all questions related to this project. A mandatory walkthrough is scheduled for Wednesday November 17, 2021 10:00 AM. Sign-in and assembly will be in Gymnasium. Enter through main entrance. COVID policies apply. Masks are required to gain attendance. 114 Palisado Avenue Windsor Ct 06095.

Bid Proposals must be submitted by 11:00 AM Wednesday December 22, 2021. All bids must be signed by an Officer of the Company, with completed proposal sheet and any addendum(s) acknowledgement.

TERMS AND CONDITIONS

Unless otherwise modified, the following terms and conditions will apply to professional services rendered. Bids must be held firm and may not be withdrawn for ninety (90) days after the bid opening.

Services to be Provided

The Contractor shall provide services as set forth in their bid and in accordance with the terms identified herein. The services provided will be performed on behalf of and solely for the Town of Windsor and any information, tests, reports, correspondence, and conclusions shall not be released to other parties unless authorized by the Town of Windsor or in accordance with any applicable state or federal law.

Billing and Payment

The Town of Windsor will pay the Contractor for services performed in accordance with the signed Agreement. Invoices will be submitted periodically or upon

completion of services rendered for approval to the PBC. The Town reserves the right to request substantiating information on any bill submitted. The Town will, within 10 days after approval by the Town's Public Building Commission of an invoice requesting payment, either indicate the approval of payment and process the invoice or indicate to the Contractor in writing, the reason for refusing to approve said invoice. In the latter case, the Contractor will make the necessary corrections and resubmit the invoice. The Town will, within 30 days of an approved invoice, pay the amount to the Contractor.

Court Litigation and Waiver of Jury Trial

Notwithstanding the existence of any provision for arbitration of disputes in the contract or any legislation providing for arbitration, any dispute arising under this contract shall not be submitted to arbitration and the parties shall be left to the remedies at law. It is further expressly agreed that both parties waive and relinquish their right to a trial by jury of any dispute arising out of this contract. The intent of the parties is not to have a jury decide any aspect of any dispute which may arise under this contract.

Mediation

All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the Windsor Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, and then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to court.

Equitable Relief

Nothing herein shall prevent either party from obtaining a court order enforcing the

mediation process or such other temporary or equitable relief until such time that the dispute is settled or finally adjudicated.

Insurance

The CONTRACTOR shall, after being awarded the Contract but prior to starting work, furnish Certificates of Insurance, including Automobile, Commercial General Liability, Professional Liability, Umbrella Liability, and Worker's Compensation insurance in the following amounts:

1. Commercial General Liability Insurance:

The CONTRACTOR shall provide Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract)

2. Commercial Automobile Liability Insurance

The CONTRACTOR shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

3. Worker's Compensation Insurance

The CONTRACTOR shall provide Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows:

- Bodily Injury by Accident - \$100,000 each accident
- Bodily Injury by Disease - \$500,000 policy limit
- Bodily Injury by Disease - \$100,000 each employee

4. Umbrella Liability Insurance

The CONTRACTOR shall provide Commercial Umbrella Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

5. Professional Liability Insurance

The CONTRACTOR Shall provide Professional Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

Each Policy of Insurance shall include a waiver of subrogation in favor of the Town of Windsor and shall provide no less than thirty- (30) days notice to the Town of Windsor in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile, and Umbrella Liability shall name the Town of Windsor as an additional insured.

Certificates of Insurance, acceptable to the Town of Windsor shall be delivered to the Town of Windsor prior to the commencement of the work and kept in force throughout the term hereof.

USE OF ARCHITECTS DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The drawings, specifications and other documents prepared by the architect for this project shall be the joint property of the owner and the architect, provided, however, the rights of ownership shall be limited as follows:

(a) Contractor shall provide the owner with all close out documents, any all manuals and documentations.

The Owner shall have the unlimited right to submit or distribute documents to meet official regulatory requirements or for similar purposes in connection with the project.

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____, being first duly sworn, deposes and says:

That he/she is, _____ the party making the foregoing proposal for bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Town of Windsor, State of Connecticut, or any person interested in the proposed contract, and that all statements in said proposal for bid are true.

**MILO PECK CHILD CARE SCHOOL
ENERGY & EFFICIENCY HVAC UPGRADES
114 Palasido Avenue
Windsor, Connecticut 06095**

Signature (Signature should be notarized.)

Printed Name and Title

Name of Company/Corporation

Date

Personally appeared _____, and acknowledged the same to be his free act and deed as such _____, and the free act and deed of said corporation before me.

In Witness Whereof, I hereunto set my hand and seal.

Notary Public
My Commission Expires:

Town of Windsor
Windsor Town Hall
Finance Department
275 Broad Street
Windsor, Connecticut 06095

TO: Mr. James Bourke
Director of Finance
Town of Windsor
275 Broad Street
Windsor, CT 06095

The undersigned _____ doing business in the Town
of _____,
County of _____, State of _____, submits
herewith, in conformity with the RFP dated November 10, 2021, the following proposal.

MILO PECK CHILD CARE SCHOOL ENERGY & HVAC EFFICIENCY UPGRADES

1. PROPOSAL LUMP SUM TOTAL BID FROM ITEMIZED SHEET

\$ _____

(_____)

written figures

2. ALLOWANCES

A. All Bidders shall provide as part of their Base Bid a Three Hundred Thousand Dollar (\$300,000.00) HVAC BMS Allowance. Allowance shall be deducted from to provide Scope of Work by Automated Logic. Any amount remaining from said allowance shall be returned to owner via a Deduct Change Order.

B. All Bidders shall provide as part of their Base Bid a Seventy-Five Thousand Dollar (\$75,000.00) Eversource Allowance. Allowance shall be

deducted from to provide Utility Company Fees. Any amount remaining from said allowance shall be returned to owner via a Deduct Change Order.

Name of Bidder: _____

—

By _____
Title _____

Address of Bidder _____

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Telephone No. _____ email _____

2. Receipt of Addenda: Receipt of the following Addenda (if any) is hereto acknowledged:

Addendum	Signature	Date
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No. 1 _____

No. 2 _____

No. 3 _____

No. 4 _____

No. 5 _____

No. 6 _____

No. 7 _____