

**TOWN OF WINDSOR**

**INVITATION TO BID**  
**FOR**  
**HVAC SYSTEM UPGRADES PHASE III**

**JFK ELEMENTARY SCHOOL**  
**530 PARK ROAD**  
**WINDSOR, CT 06095**  
**November 15, 2022**

**Proposals Due: Tuesday December 20, 2022 by 11:00 a.m.**

**Finance Office**  
**Attn: James Bourke**  
**Windsor Town Hall**  
**Finance Department**  
**Second Floor**  
**275 Broad Street**  
**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 CONNECTICUT LICENSED CONTRACTORS FOR HVAC Upgrades to JFK ELEMENTARY SCHOOL located at 530 PARK AVENUE, WINDSOR, CT. 06095.

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](http://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; install / replace following HVAC equipment; roof top unit, ductwork, corridor unit heaters, kitchen air make-up unit, ddc controls interfacing, all other related work to these items per drawings and project specifications. **WINDSOR WILL BE RESPONSIBLE FOR AND ARRANGE ALL HAZMAT TESTING, AIR SAMPLING, AND REMOVAL THEREOF. DO NOT INCLUDE ANY HAZMAT COSTS IN YOUR LUMP SUM BID PRICE.**

## **BID AND SUBMITTAL CONDITIONS:**

### **THE BIDS SHALL INCLUDE:**

1. Bidders will submit four sets of their sealed bid with enclosed BID FORM.
2. A statement of staff availability and their experience and background.
3. A projected time schedule of the work. It is expected that the work will be completed by end of summer 2023 and before first day of fall 2023 school session.
4. A list of all subs contractor will use on this project to be included in submitted bid.
5. PREVAILING WAGES APPLY TO THIS PROJECT.

## **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 Tuesday December 20, 2022 11:00 AM at which time they will be opened in the Windsor Town Hall via Zoom Meeting 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 Monday November 21, 2022 10:00 AM. Enter / Sign-in at main entrance and assembly will be in Cafeteria. 530 Park Avenue Windsor Ct 06095.**

Bid Proposals must be submitted by Tuesday December 20, 2022 11:00 am. All bids must be signed by an Officer of the Company, with completed proposal sheet, Non-Collusion Sheet, List of Subcontractors Sheet, and any addendum 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.

**HVAC SYSTEM UPGRADES PHASE III  
JFK ELEMENTARY SCHOOL  
530 PARK ROAD**

**WINDSOR, CT 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 Tuesday November 15, 2022, the following proposal.

**1. PROPOSAL LUMP SUM TOTAL BID SHEET**

\$ \_\_\_\_\_  
( \_\_\_\_\_ )  
written figures

Name of Bidder: \_\_\_\_\_  
—

By \_\_\_\_\_  
Title \_\_\_\_\_

Address of Bidder \_\_\_\_\_

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Telephone No. \_\_\_\_\_ email \_\_\_\_\_

**FORM OF NON-COLLUSIVE AFFIDAVIT**  
**HVAC SYSTEM UPGRADES PHASE III**  
**JFK ELEMENTARY SCHOOL**

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 or 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.

\_\_\_\_\_ 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 me hand and seal.

Notary Public  
My Commission Expires

**4. 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 \_\_\_\_\_

## **LIST OF SUBCONTRACTORS**

**1.** \_\_\_\_\_

**2.** \_\_\_\_\_

**3.** \_\_\_\_\_

**4.** \_\_\_\_\_

**5.** \_\_\_\_\_