

TOWN OF WINDSOR

REQUEST FOR QUALIFICATIONS & FEES PROPOSALS FOR TOWN OF WINDSOR FACILITIES DEPARTMENT CONTRACTOR SERVICES FOR GENERAL REPAIRS AND MAINTENANCE OF TOWN BUILDINGS AND FACILITIES

**WINDSOR TOWN HALL
275 BROAD STREET
WINDSOR, CT. 06095**

Proposals Due: Monday December 15, 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 A REQUEST FOR PROPOSALS AND THE TOWN RESERVES THE RIGHT
TO NEGOTIATE AND CONTRACT WITH ANYONE OR NO ONE IN THE BEST
INTERESTS OF THE TOWN OF WINDSOR.**

1. **INTENT AND GENERAL INFORMATION**

A. The Town of Windsor solicits Contractor proposals from qualified state licensed fully insured Contractors to create proposals for and perform repairs and improvements to Town of Windsor owned Buildings and Facilities. The Town of Windsor has 35 small – large sized buildings where the selected Contractor(s) would perform these repairs and improvements.

B. The SCOPE OF WORK for these REPAIRS AND IMPROVEMENTS are to include but not be limited to;

1. Be on call 24/7 for all emergency buildings and facilities maintenance and repairs.
2. The scheduled and emergency repairs and improvements can be minor maintenance repairs to major repairs.
3. Repairs will include but not limited to; painting / wall repairs / carpentry / electrical repairs or improvements / plumbing piping and fixture repairs or replacements / window door and hardware repairs replacements / VCT carpet tiles installation or replacements / ceiling tile grid replacements / cubical office furniture moving repairs and alterations / gutter and roof drain cleaning / other miscellaneous maintenance tasks.
4. Selected contractor(s) will be Windsor's Facilities Department Preferred Contractor(s) for all of its outsourced repairs, maintenance, and improvements / small office / small facilities renovations.
5. The Town of Windsor will provide payment of all services within thirty (30) days of receiving any and all invoices from awarded Contractor.

All work will be directed and performed under the direction of Windsor's Facilities Department staff.

2. **SUBMISSION AND DEADLINE**

All proposals must be **received by Thursday December 15, 2022 11:00 A.M.** **Four (4) copies** of the Qualifications and proposal shall be submitted to:

***James Bourke
Director of Finance
Windsor Town Hall
Finance Department
275 Broad Street
Windsor, CT 06095***

Questions / Site Visits regarding this RFQ / RFP may be directed to Whit Przech, Buildings and Facilities Manager, at (860) 285-1870 or email; przech@townofwindsorct.com

3. INCLUDE ITEMS BELOW IN YOUR SUBMITTAL PACKAGES

- A. All contractors proposal packages must include the following records of staff;
1. Employee names and skills they would be performing.
 2. Resumes of all company employees that are available.
 3. OSHA cards, copies of any and all certifications state trade licenses of employees.
 4. Copy of your Contractor's State of Connecticut license.
 5. Copy of your Company's current insurance certificate.
 6. Records / copies of your Company's previous project work.
 7. Client references for similar work performed by your company.
 8. Include hourly rates for three years for your services.
 9. Itemize your hourly rates for year one, two and three years.
 10. Provide your Companies response times to scheduled and assigned work tasks.
 11. 10% profit mark-up allowable on all materials.

B. The selected Contractor must have sufficiently trained and skilled staff to assure prompt delivery of services and completion of assigned tasks. The selected contractor must possess a Contractor's License by the State of Connecticut and Proof of Insurance to be considered a qualified respondent.

4. TERM OF AGREEMENT

The term of the agreement to perform these services will be as negotiated between the Town of Windsor and the selected Contractor(s). An initial three (3) year agreement with rates for each year. Additionally two one year extensions can be negotiated for a total agreement of five (5) years.

5. AGREEMENT MANAGEMENT

The selected firm will assign one qualified individual, who will be the firm's contact person responsible for directing and coordinating the activities of the firm's personnel and subcontractors in all aspects of all assigned work by the Town of Windsor.

6. EVALUATION AND AWARD

The Contractor(s) will be selected on the basis of the following criteria:

- The background, education, qualifications, and relevant experience of key personnel to be assigned to this agreement
- Recent relevant experience of the firm

- The Contractor(s) hourly labor rates and proposed listed response times to Town of Windsor assigned tasks and time to completion.

The Town of Windsor Facilities and DPW staff may elect to meet with any, all, or none of the Contractor(s), prior to selection, to clarify their submitted proposal.

The Town of Windsor reserves the right to reject any or all of the qualification packages submitted. The Town of Windsor reserves the right to negotiate the fee for this work and to award the work to the firm that best meets the requirements set forth by the Town.

7. PROPOSALS

The Town of Windsor will not be liable for costs incurred in the preparation of the response to this RFQ / RFP or in connection with any presentation before the Public Building Commission.

Respondents shall submit as their proposal the following:

Organization and Content:

- A letter of transmittal addressed to Jim Bourke, Finance Director, which includes a statement by the respondent accepting all terms and conditions and requirements contained in this RFQ / RFP (One Page)
- Provide an Company organizational chart indicating the names of all key persons and subcontractors.
- Provide a resume of the personnel to be assigned to the work, and a statement regarding the availability of key personnel.
- Provide a listing of similar projects completed by staff assigned to this project, within the past 5 years.

8. 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 Facilities Department. The Town reserves the right to request substantiating information on any bill submitted. The Town will, within 10 days after approval by the Facilities Department 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, 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 days - (30) 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 CONTRACTOR 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 project close out documents, and any all manuals and documentations as required.

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.

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FORM OF NON-COLLUSIVE AFFIDAVIT

**TOWN OF WINDSOR FACILITIES DEPARTMENT
CONTRACTOR SERVICES FOR
GENERAL REPAIRS AND MAINTENANCE
OF TOWN BUILDINGS AND FACILITIES**

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

**TOWN OF WINDSOR FACILITIES DEPARTMENT
CONTRACTOR SERVICES FOR
GENERAL REPAIRS AND MAINTENANCE
OF TOWN BUILDINGS AND FACILITIES**

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 RFQ dated Monday November 28, 2022, the following proposal.

A. PROPOSAL OF THREE YEARS OF HOURLY WAGE RATES TOTALS BID SHEET

Hourly Labor Rate Year One _____

Hourly Labor Rate Year Two _____

Hourly Labor Rate Year Three _____

Name of Bidder: _____

By _____
Title _____

Address of Bidder _____

Telephone

No. _____ email _____

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

Addendum	Signature	Date
No.1	_____	_____
No.2	_____	_____
No.3	_____	_____
No.4	_____	_____
No.5	_____	_____
No.6	_____	_____
No.7	_____	_____