TOWN OF CANTON

INVITATION FOR BID CONTRACTED HVAC MAINTENANCE SERVICE

Facilities Walkthrough:	Wednesday, March 26, 2025, at 8:00 A.M. (Town Hall)
Bid Closing Time:	Thursday, April 17, 2025, at 2:00 PM
Bid Opening Place:	Canton Town Hall, Second Floor Conference Room

The Town of Canton, invites appropriately licensed and qualified Bidders to bid on a contract to provide heating, ventilation, and air conditioning maintenance services (hereafter referred to as "HVAC Services") for select municipal facilities for a period of 36 months, commencing on July 1, 2025, with one (1) additional 12-month renewal option. The successful Bidder shall serve as an independent Contractor (not as an employee) and therefore shall not be entitled to any employment benefits.

One (1) original and two (2) copies of sealed Bids must be received in the Office of the Chief Administrative Officer, Canton Town Hall, 2nd Floor, 4 Market Street, Collinsville, CT by 2:00 PM local time on April 17, 2025, at which time all bids will be publicly opened in the second floor Conference Room of the Canton Town Hall. The Town of Canton will reject bids received after the date and time noted above ("Bid Closing Time"). The Town will not accept submissions by e-mail or fax.

The Invitation for Bid (IFB) package may be obtained at the Town's website, <u>www.townofcantonct.org</u>, under "Bids & RFPs." Each Bidder is responsible for checking the Town's website to determine if the Town has issued any addenda to this Bid and, if so, to complete its Bid in accordance with the IFB as modified by the addenda.

Bids must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the right to amend or terminate this IFB, accept all or any part of a Bid, reject all Bids, waive any informalities or non-material deficiencies in a Bid, and award the contract to the lowest Bidder that meets the criteria set forth in the IFB and that is in the best interests of the Town.

This Bid includes:

- Standard Instructions to Bidders
- Required Contract Terms
- Specifications
- Insurance Requirements
- Bid Form

- Bidder's Legal Status Disclosure Form
- Bidder's Non Collusion Affidavit Form
- Bidder's Local Preference Affidavit
- Bidder's Statement of Reference Form
- Addenda, if any
- The Contract in the form attached

TOWN OF CANTON

STANDARD INSTRUCTIONS TO BIDDERS

1. **INTRODUCTION**

The Town of Canton, invites appropriately licensed and qualified Bidders to bid on a contract to provide HVAC Services for select municipal facilities for a period of 36 months, commencing on July 1, 2025, with one (1) additional 12-month renewal option. The successful Bidder shall serve as an independent Contractor (not as an employee) and therefore shall not be entitled to any employment benefits. This Invitation to Bid (IFB) is not a contract offer, and **no contract will exist unless and until a written contract (the "Contract") is signed by the Towns and the successful Bidder.**

Interested parties should submit a Bid in accordance with the requirements and directions contained in this IFB. Bidders are prohibited from contacting any Town employee, officer or official concerning this IFB, except as set forth in Section 6, below. A Bidder's failure to comply with this requirement may result in disqualification.

Except as otherwise provided in the Contract, if there are any conflicts between the provisions of these Standard Instructions to Bidders, and any other documents comprising this IFB, these Standard Instructions to Bidders shall prevail.

2. <u>RIGHT TO AMEND OR TERMINATE THE IFB OR CONTRACT</u>

The Town may, before or after the Bid submission deadline, and at its sole discretion, clarify, modify, amend or terminate this IFB if the Town determines it is in its best interest. Any such action shall be affected by a posting on the Town's website, <u>www.townofcantonct.org</u>, under "Bids & RFPs." Each Bidder is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its Bid in accordance with the IFB as modified by the addenda.

If this IFB provides for a multi-year contract, the Town also reserves the right to terminate the Contract in subsequent years in the event that the Canton Board of Selectmen decline to appropriate sufficient funds. The Town shall have no obligation or liability to the successful Bidder for any unfunded year or years.

3. <u>KEY DATES</u>

Facilities Walkthrough:	Town of Canton - Wednesday, March 26, 2025, at 8:00 AM
Bid Due Date (Closing Time):	Thursday, April 17, 2025, at 2:00 PM
Interviews:	N/A
Preliminary Notice of Award:	Within 60 days of Bid Opening
Contract Execution:	Within 10 days of Preliminary Notice of Award

A walkthrough of the Town of Canton facilities is scheduled to take place at 8:00 AM on March 26, 2025. The walkthrough will begin at the Canton Town Hall – Lower Level, 4 Market Street, Collinsville, CT 06019.

4. <u>OBTAINING THE IFB</u>

All documents that are a part of this IFB can be found on the Town's website, <u>www.townofcantonct.org</u>, under "Bids & RFPs."

5. <u>BID SUBMISSION INSTRUCTIONS</u>

Bids must be received in the Canton Town Hall, Chief Administrative Officer, Canton Town Hall, 2^{nd} Floor, 4 Market Street, Collinsville, CT 06022 prior to Bid Closing Time. Postmarks prior to Bid Closing Time do **NOT** satisfy this condition. The Town will **NOT** accept late Bids. The Town will **NOT** accept submissions by e-mail or fax. Bidders are solely responsible for ensuring timely delivery.

One (1) original and two (2) copies of all Bid documents must be submitted in sealed, opaque envelopes clearly labeled with the Bidder's name, the Bidder's address, the words "**BID DOCUMENTS**," and the **Bid Title and Bid Closing Time**. The Town may decline to accept Bids submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such Bid documents and inform the Bidder that the Bid documents may be resubmitted in a sealed envelope properly marked as described above.

Bid prices must be submitted on the Bid Form included in this IFB. All blank spaces for Bid prices must be completed in ink or be typewritten; Bid prices must be stated in both words and figures. The person signing the Bid Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Bid Form.

Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the Bid Closing Time. Bids are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) calendar days after the opening date, in order to give the Town sufficient time to review the Bids, investigate the Bidders' qualifications, secure any required municipal approvals, and execute a binding contract with the successful Bidder.

An authorized person representing the legal entity of the Bidder must sign the Bid Form and all other forms included in this IFB.

6. **QUESTIONS AND AMENDMENTS**

Questions concerning the process and procedures applicable to this IFB are to be submitted **only in writing** (including by e-mail or fax) and directed **only to**:

Name:	Mark Penney
Department:	Town of Canton
	Chief Administrative Officer
E-mail:	mpenney@townofcantonct.org
Fax:	(860) 693-7837

Questions concerning this IFB Specifications are to be submitted **only in writing** (including by email or fax) and directed **only to**: Name:Thomas RichardsonDepartment:Town of Canton, Director of Public WorksE-mail:trichardson@townofcantonct.org

Bidders are prohibited from contacting any other Town employee, officer or official concerning this IFB. A Bidder's failure to comply with this requirement may result in disqualification.

The Town will answer all relevant written questions by issuing one or more addenda, which shall be a part of this IFB and the resulting Contract, containing all questions received as provided for above and responses to those questions.

At least four (4) calendar days prior to Bid Closing Time, the Town will post any addenda on the Town's website, <u>www.townofcantonct.org</u>, under "Bids & RFPs."

Each Bidder is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its Bid in accordance with the IFB as modified by the addenda.

No oral statement of the Town, including oral statements by the Towns' representative listed above, shall be effective to waive, change or otherwise modify any of the provisions of this IFB, and no Bidder shall rely on any alleged oral statement.

7. <u>ADDITIONAL INFORMATION</u>

The Town reserves the right, either before or after the opening of Bids, to ask any Bidder to clarify its Bid or to submit additional information that the Town, in its sole discretion, deems desirable.

8. <u>COSTS FOR PREPARING BID</u>

Each Bidder's costs incurred in developing its Bid are its sole responsibility, and the Town shall have no liability for such costs.

9. <u>OWNERSHIP OF BIDS</u>

All Bids submitted become the Town's property and will not be returned to Bidders.

10. FREEDOM OF INFORMATION ACT

All information submitted in a Bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A Bidder's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A Bidder must identify specifically the pages and portions of its Bid or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the Bidder cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a Bidder's Confidential Information, it will promptly notify the Bidder in writing of such request and provide the Bidder with a copy of any written disclosure

request. The Bidder may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The Bidder shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not limited to appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. <u>REQUIRED DISCLOSURES</u>

Each Bidder must, in its <u>Bid Form</u>, make the disclosures set forth in that form. A Bidder's acceptability based on those disclosures lies solely in the Town's discretion.

12. <u>REFERENCES</u>

Each Bidder must complete and submit the <u>Bidder's Statement of References Form</u> included in this IFB.

13. <u>LEGAL STATUS</u>

If a Bidder is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any Bidder's legal status. Each Bidder must complete the <u>Bidder's Legal Status Disclosure Form</u> included in this IFB.

14. <u>BID SECURITY</u>

This item is not applicable to this IFB.

15. <u>PRESUMPTION OF BIDDER'S FULL KNOWLEDGE</u>

Each Bidder is responsible for having read and understood each document in this IFB and any addenda issued by the Town. A Bidder's failure to have reviewed all information that is part of or applicable to this IFB, including but not limited to any addenda posted on the Town's website, shall in no way relieve it from any aspect of its Bid or the obligations related thereto.

Each Bidder is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this IFB or the provision or goods or performance of the work described herein.

By submitting a Bid, each Bidder represents that it has thoroughly examined and become familiar with the scope of work outlined and/or the goods described in this IFB, and it is capable of performing the work and/or delivering and/or installing the goods to achieve the Towns' objectives. If applicable, each Bidder shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its Bidder.

16. <u>SUBSTITUTION FOR NAME BRANDS</u>

This item is not applicable to this IFB.

17. <u>TAX EXEMPTIONS</u>

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes pursuant to the US Internal Revenue Code of 1954 and to Conn. Gen. Stat. Chapter 219, § 12-412(1).

18. <u>INSURANCE</u>

The successful Bidder shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this IFB. The Town reserves the right to request from the successful Bidder a complete, certified copy of each required insurance policy.

19. <u>PERFORMANCE SECURITY</u>

This item is not applicable to this IFB.

20. <u>DELIVERY ARRANGEMENTS</u>

This item is not applicable to this IFB.

21. AWARD CRITERIA; PRELIMINARY SELECTION; CONTRACT EXECUTION

The Town reserves the right to correct, after Bidder verification, any mistake in a Bid that is a clerical error, such as a price extension, decimal point error or FOB (delivery) terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the right to accept all or any part of a Bid, reject all Bids, and waive any informalities or non-material deficiencies in a Bid. The Town also reserves the right, if applicable, to award the purchase of individual items under this IFB to any combination of separate Bids or Bidders.

The Town will select the Bid that best meets the criteria set forth in the IFB and is in the best interests of the Town; meaning that, in addition to price, due consideration will be given to factors such as a Bidder's experience, references, capabilities, past performance, and other relevant criteria. The Town may reject any Bidder if, in the sole judgment of the Town, the Bidder's past performance gives rise to a substantial risk that the Bidder may not provide satisfactory performance.

The Town generally will not award the Bid to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations with the Bidder. The making of a preliminary award to a Bidder does not provide the Bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A Bidder has rights, and the Town has obligations, <u>only if and when</u> a Contract is executed by the Town and the Bidder.

If the Bidder does not provide all required documents and execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the

Town may call any Bid security provided by the Bidder and may enter into discussions with another Bidder.

The <u>Interviews</u>, <u>Preliminary Notice of Award</u> and <u>Contract Execution</u> dates in Section 3's <u>Key Dates</u> are anticipated, not certain, dates.

22. <u>NONRESIDENT REAL PROPERTY CONTRACTORS</u>

This item is not applicable to this IFB.

23. <u>COMPLIANCE WITH IMMIGRATION LAWS</u>

By submitting a Bid, each Bidder confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each Bidder confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful Bidder shall defend, indemnify, and hold harmless the Town, their employees, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful Bidder or its subcontractor. The successful Bidder shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful Bidder's obligations under this provision, whether or not a lawsuit or other proceeding is commenced. The successful Bidder's obligations under this section shall survive the termination or expiration of the Contract.

24. <u>NON COLLUSION AFFIDAVIT</u>

Each Bidder shall submit a completed <u>Bidder's Non Collusion Affidavit Form</u> that is part of this IFB.

END OF STANDARD INSTRUCTIONS TO BIDDERS

TOWN OF CANTON

REQUIRED CONTRACT TERMS

The following provisions will be mandatory terms of the Town Contract with the successful Bidder. If a Bidder is unwilling or unable to meet, or seeks to clarify or modify, any of these Contract Terms, the Bidder <u>must</u> disclose that inability, unwillingness, clarification and/or modification in its Bid Form (see Section 11 of the Standard Instructions to Bidders):

1. <u>DEFENSE, HOLD HARMLESS AND INDEMNIFICATION</u>

The successful Bidder agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, their employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Towns Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful Bidder's malfeasance, misconduct, negligence or failure to meet its obligations under the IFB or the Contract. The successful Bidder's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful Bidder's insurance. Nothing in this section shall obligate the successful Bidder to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful Bidder, or anyone directly or indirectly employed or contracted with by the successful Bidder, or anyone for whose acts or omissions the successful Bidder is or may be liable, the successful Bidder's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful Bidder under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful Bidder shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful Bidder's obligations under this section. The successful Bidder's obligations under this section shall survive the termination or expiration of the Contract.

As municipal agencies of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful Bidder.

2. <u>NO ASSIGNMENT; SUBCONTRACTING</u>

The successful Bidder may not subcontract, transfer or assign any of its obligations under the Contract, except as follows:

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful Bidder shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful Bidder with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed

subcontractor, the successful Bidder shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful Bidder. The successful Bidder shall remain fully and liable and responsible to the Town for performance of all work described in the Contract without regard to the subcontracting of any work. The successful Bidder also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful Bidder shall assure compliance with all requirements of the Contract. The successful Bidder shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

3. <u>W-9 FORM</u>

The successful Bidder must provide the Town with a completed W-9 form before Contract execution.

4. <u>GENERAL PROVISIONS CONCERNING PAYMENTS</u>

Except as otherwise noted in the Specifications or Contract, all payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

5. <u>TOWN INSPECTION OF WORK</u>

The Town may inspect the successful Bidder's work at all reasonable times. This right of inspection is solely for the benefit of the Town and does not transfer responsibility to the Towns for discovering patent or latent defects. The successful Bidder has the sole and exclusive responsibility for performing in accordance with the Contract.

6. <u>REJECTED WORK OR MATERIALS</u>

The successful Bidder, at its sole cost and expense, shall remove from Town property any rejected items, commodities and/or work within 48 hours of notice of rejection from either Town. Immediate removal may be required when safety or health issues are present.

7. <u>MAINTENANCE AND AVAILABILITY OF RECORDS</u>

The successful Bidder shall maintain all records related to the work described in the IFB for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

8. <u>ADVERTISING</u>

The successful Bidder shall not name the Town in its advertising, news releases, or promotional efforts without prior written approval from the Town.

If it chooses, the successful Bidder may list the Town in a Statement of References or similar document required as part of its response to a public procurement. Permission from the Town to the successful Bidder to do so is not a statement about the quality of the successful Bidder's work or an endorsement by the Town of the successful Bidder.

9. <u>PREVAILING WAGES</u>

This item is not applicable to this IFB.

10. <u>PREFERENCES</u>

See policy attached to this section.

LOCAL BIDDER PREFERENCE POLICY

On any item, project or service which value exceeds \$7,500 or which is advertised through a competitive bid process and in which there is a qualified Town Based Resident Bidder, the lowest responsible bidder shall be determined in the following order:

1. A Town Based Resident Bidder which has submitted a bid not more than 10% higher than the lowest responsible bid may be awarded the bid provided such Town Based Resident Bidder agrees to accept the award of the bid at the amount of the lowest responsible bidder.

2. If more than one Town Based Resident Bidder has submitted a bid not more than 10% higher than the lowest responsible bid, the lowest responsible bidder shall be the Town Based Resident Bidder which submitted the lowest bid.

3. Otherwise, the award will go to the lowest responsible bidder who would qualify if there were no Town Based Resident Bidder.

Any local vendor meeting the requirements of a Town Based Resident Bidder, as defined below, responding to the solicitation shall be required to submit a signed Local Bidder Affidavit Form with the bid submittal. Failure to submit an affidavit form, may at the option of the Town, result in disqualification as a local vendor and ineligibility for contract award.

The term "Town Based Resident Bidder" shall mean any business with a principal place of business located within the Town of Canton. A business shall not be considered to be a Town Based Resident Bidder unless evidence to establish that such business has a bona fide principal place of business in Canton is included with each bid submitted by the business. Such evidence may include documentation of ownership, or a long-term lease of the real estate from which the principal place of business to be used in the performance of the bid.

The Local Bidder Preference process shall not apply under the following circumstances:

1) Professional services contracts which are awarded on subjective criteria in addition to cost.

2) Contracts using state, federal or other funds that have regulations disallowing such practice.

3) If the qualified Town Based Resident Bidder is not current in the payment of all local taxes.

4) Bids made through regional organizations or state agencies such as state contracts, CRCOG or CIRMA, when the product or services offered have already been selected through a competitive process.

5) Bids received through a reverse auction process.

11. WORKERS COMPENSATION

This item is not applicable to this IFB.

12. <u>SAFETY</u>

This item is not applicable to this IFB.

13. NONDISCRIMINATION AND AFFIRMATIVE ACTION

In the performance of the Contract, the successful Bidder will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful Bidder shows that such disability prevents performance of the work involved.

In the performance of the Contract, the successful Bidder will take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful Bidder shows that such disability prevents performance of the work involved.

In accordance with each Town's Affirmative Action Plan, the successful Bidder shall comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, United States Executive Orders 11246, 11375, 11478, and if applicable, the Connecticut Fair Employment Practice Law and Executive Order No. 3 of Governor Meskill.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Town contracts.

14. <u>STATE GRANT/LOAN AGREEMENT</u>

This item is not applicable to this IFB.

15. <u>SUCCESSFUL BIDDER PERSONNEL MUST BE AUTHORIZED TO WORK</u>

The Successful Bidder confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Contract are authorized for employment in the United States. The successful Bidder further confirms that it has properly completed I-9s for all employees assigned to the Towns' places of business. The successful Bidder agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the successful Bidder are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the successful Bidder. The successful Bidder agrees to indemnify, defend and hold the Town harmless against any claims brought against the successful Bidder or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

16. <u>CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP</u>

If the successful Bidder ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in their sole discretion as they deem appropriate and without prior notice to the successful Bidder, to make arrangements with another person or business entity to provide the services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or under the Contract.

17. <u>NON-EMPLOYMENT RELATIONSHIP</u>

The Town and the successful Bidder are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful Bidder understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful Bidder shall be solely responsible for any applicable taxes.

18. <u>VALIDITY</u>

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

19. <u>COMPLIANCE WITH LAWS; PERMITS</u>

The successful Bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of all governmental bodies, including the United States, the State of Connecticut and the Towns, related to its Bid and the performance of the Contract. The successful Bidder shall also, at its own expense, obtain all permits and approvals from all such governmental bodies required for performance of the Contract, and shall immediately notify the Town in writing of the loss or suspension of any such approval or permit.

20. <u>CONNECTICUT LAW AND COURTS</u>

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

END OF REQUIRED CONTRACT TERMS

TOWN OF CANTON

SPECIFICATIONS FOR CONTRACTED HVAC MAINTENANCE SERVICE

SCOPE OF SERVICES

The Contractor(s) shall schedule and complete all routine HVAC maintenance and the annual boiler cleanings during the normal business hours of 6:30 am through 2:30 pm, Monday through Friday. Contractor(s) shall also perform all emergency HVAC maintenance as requested and/or approved by the Town within two (2) hours of such request being made, regardless of the time of day, the day of the week, or whether or not such call is made on a holiday. The Contractor may identify and retain subcontractors for specialized equipment that may be required as part of the scope of services. When providing routine and/or emergency maintenance on the Towns' HVAC equipment, Contractor(s) shall use its own labor, tools and transportation.

OPERATION AND MAINTENANCE RECORDS

The Contractor shall maintain accurate records of work performed; including, but not limited to, the following: emergency repairs, routine maintenance, preventative maintenance, inspection reports, etc. All logs, records, reports, etc., shall be kept and maintained onsite. All logs, records, reports, etc. shall be submitted for approval by the Owner. The Contractor should also affix a tag on each heating and cooling plant showing a record of maintenance calls and the work performed

The following is a list of routine duties that The Contractor(s) shall perform at Town of

Canton sites. It should be noted that the equipment listed may not be comprehensive but only is a good faith representation of the components to be maintained as part of this contract:

Town of Canton Police Department

Contractor shall maintain the following machinery:

- ✓ (1) Lochinvar Copper Fin II Boiler.
- ✓ (1) Weil-McLain Storage Tank Plus 120.
- ✓ (1) Trane TWE030P13080 Condensing Unit.
- ✓ (1) Trane TWE042P13080 Condensing Unit.
- ✓ (3) Trane TWE060P13080 Condensing Unit.
- \checkmark (1) Trane 2TTR2024A1000 AA Air Handler with heat coil.
- \checkmark (1) Trane 2TTR2036A1000 AA Air Handler with heat coil.
- \checkmark (3) Trane 2TTR2060A1000 AA Air Handler with heat coil.
- ✓ (1) Hydronic Fan Unit heating only in Sally Port.
- \checkmark (1) Hydronic Fan Unit in Mechanical Room second floor.
- ✓ (1) Dainkin 17.9 SEER Single Zone 3 Ton Heat Pump for Server Room.

Routine maintenance of air conditioning systems shall be completed (2) times per year (once before the cooling season and once at the midpoint of the cooling season). Routine maintenance of heating systems should be completed (2) times a year (once before the heating season and once at the midpoint of the heating season). Contractor shall perform the following tasks:

- \checkmark Test and calibrate all controls and safety devices.
- ✓ Check electrical starters.
- \checkmark Check and tighten all electrical connections on unit.
- ✓ Test fan motors.
- ✓ Maintain oil in compressor at manufacturer's specified level on oil sight glass.
- ✓ Check for contact surface pitting and mounting security.
- ✓ Check and adjust heating and air conditioning equipment belts.
- ✓ Start-up and shut down air conditioning / heating systems and controls.
- ✓ Replace broken or worn belts.
- ✓ Replace all heating and air conditioning filters (quarterly)
- ✓ Check and make appropriate the amount of refrigerant in the circuit.
- \checkmark Check heat exchanger.
- ✓ Check ignition controls and safety features.
- ✓ Adjust proper combustion mixture.
- ✓ Provide a detailed report of any and all problems found.
- ✓ Clean all coils with air conditioner foaming coil cleaner heavy duty degreaser (lemon scent).
- ✓ Check all circulation pumps (if applicable).

The Contractor shall clean the boilers one (1) time annually before the heating season. Contractor shall perform the following tasks:

- ✓ Visually inspect burner, heat exchanger, and combustion chamber.
- ✓ Lubricate bearings, motors, and pumps as required.
- ✓ Calibrate operating and safety controls.
- \checkmark Brush and vacuum clean heat exchanger and flue pipe.
- ✓ Inspect flue connections and induced draft motor if applicable.
- ✓ Replace fuel oil nozzles, strainers, and filters.
- \checkmark Check and set combustion efficiency.
- ✓ Manually blow down boiler.
- ✓ Check expansion tank, drain as required.
- ✓ Adjust boiler pressure and temperature as needed.
- ✓ Visually inspect system for oil and water leaks.

Town of Canton Library/Community Center Building

Contractor shall maintain the following machinery:

- ✓ (1) Lochinvar Boiler...CHN0990.
- ✓ (1) State Electric Hot Water Heater.
- ✓ (6) Armstrong Circulation Pumps.
- ✓ (11) Trane Packaged Rooftop Units...YCD037C3LAB2.
- ✓ (2) Trane Packaged Rooftop Units 10 Ton.
- ✓ (1) Trane Packaged Rooftop Unit 15 Ton.
- ✓ (5) Rooftop Exhaust Units.
- ✓ (2) Trane $3\frac{1}{2}$ ton Condensers.
- ✓ (2) Trane $1\frac{1}{2}$ ton Condensers.
- ✓ (1) Trane $2\frac{1}{2}$ ton Condensers.
- ✓ (4) Split Systems Units Lower Level.
- ✓ (7) Vulcan Heating Only Entrance Units.

- ✓ (1) Vulcan Heating Only Unit in Boiler Room.
- ✓ (2) Carrier RTU 3 Ton with Heat Exchanger.

Routine maintenance of air conditioning systems shall be completed (2) times per year (once before the cooling season and once at the midpoint of the cooling season). Routine maintenance of heating systems should be completed (2) times a year (once before the heating season and once at the midpoint of the heating season). Contractor shall perform the following tasks:

- ✓ Test and calibrate all controls and safety devices.
- ✓ Check electrical starters.
- ✓ Check and tighten all electrical connections on unit.
- \checkmark Test fan motors.
- ✓ Clean and inspect condenser coils, blades and fan guards.
- ✓ Maintain oil in compressor at manufacturer's specified level on oil sight glass.
- \checkmark Check for contact surface pitting and mounting security.
- ✓ Check and adjust heating and air conditioning equipment belts.
- ✓ Replace heating and air conditioning filters (quarterly).
- ✓ Start-up and shut down air conditioning / heating systems and controls.
- ✓ Replace all heating and air conditioning filters.
- ✓ Replace broken or worn belts.
- \checkmark Check and make appropriate the amount of refrigerant in the circuit.
- ✓ Check heat exchanger.
- ✓ Clean burner assembly.
- \checkmark Check ignition controls and safety features.
- ✓ Adjust proper combustion mixture.
- ✓ Provide a detailed report of any and all problems found.
- Clean all coils with air conditioner foaming coil cleaner heavy duty degreaser (lemon scent).
- ✓ Check all circulation pumps (if applicable).

The Contractor shall clean the boilers one (1) time annually before the heating season. Contractor shall perform the following tasks:

- ✓ Visually inspect burner, heat exchanger, and combustion chamber.
- ✓ Lubricated bearings, motors, and pumps as required.
- ✓ Calibrate operating and safety controls.
- ✓ Brush and vacuum clean heat exchanger and flue pipe.
- ✓ Inspect flue connections and induced draft motor if applicable.
- ✓ Replace fuel oil nozzles, strainers, and filters.
- ✓ Check and set combustion efficiency.
- ✓ Manually blow down boiler.
- \checkmark Check expansion tank, drain as required.
- \checkmark Adjust boiler pressure and temperature as needed.
- ✓ Visually inspect system for oil and water leaks.

Town of Canton Town Hall

Contractor shall maintain the following machinery:

✓ (1) Carrier Chiller 30HR050-B140...2 Compressors.

- ✓ (1) Baltimore Air Cole Cooling Tower...J0605B-B22.
- ✓ (6) Taco pumps.
- \checkmark (6) Carrier 40RS008400 AHUs.
- ✓ (2) Peerless Boilers ECT-05-175WLL, BOE-WB-110-WFC.
- ✓ (1) Viesmann Vitodens 200-W (3 modular units).
- ✓ (1) Bosch Mini Split System.
- \checkmark (1) Lot pleated air filter.
- ✓ (6) Samsung AM032MNQPCHIAA Heads.
- \checkmark (3) Samsung Condensers with Heat Pumps.
- ✓ (1) ERV.

Routine maintenance of air conditioning systems shall be completed (2) times per year (once before the cooling season and once at the midpoint of the cooling season). Routine maintenance of heating systems should be completed (2) times a year (once before the heating season and once at the midpoint of the heating season). Contractor shall perform the following tasks:

- ✓ Test and calibrate all controls and safety devices.
- ✓ Check electrical starters.
- ✓ Check and tighten all electrical connections on unit.
- \checkmark Test fan motors.
- \checkmark Clean and inspect condenser coils, blades and fan guards.
- ✓ Maintain oil in compressor at manufacturer's specified level on oil sight glass.
- \checkmark Check for contact surface pitting and mounting security.
- ✓ Check and adjust heating and air conditioning equipment belts.
- \checkmark Replace heating and air conditioning filters.
- \checkmark Start-up and shut down air conditioning / heating systems and controls.
- ✓ Replace all heating and air conditioning filters (quarterly).
- ✓ Replace broken or worn belts.
- ✓ Check and make appropriate the amount of refrigerant in the circuit.
- ✓ Check heat exchanger.
- \checkmark Clean the burners' assembly.
- \checkmark Check ignition controls and safety features.
- ✓ Adjust proper combustion mixture.
- ✓ Provide a detailed report of any and all problems found.
- ✓ Clean all coils with air conditioner foaming coil cleaner heavy duty degreaser (lemon scent).
- ✓ Check all circulation pumps (if applicable).

The Contractor shall clean the oil-fired boilers one (1) time annually before the heating season. Contractor shall perform the following tasks:

- ✓ Visually inspect burner, heat exchanger, and combustion chamber.
- ✓ Lubricate bearings, motors, and pumps as required.
- ✓ Calibrate operating and safety controls.
- \checkmark Brush and vacuum clean heat exchanger and flue pipe.
- \checkmark Inspect flue connections and induced draft motor if applicable.
- ✓ Replace fuel oil nozzles, strainers, and filters.
- \checkmark Check and set combustion efficiency.
- ✓ Manually blow down boiler.
- ✓ Check expansion tank, drain as required.

- ✓ Adjust boiler pressure and temperature as needed.
- ✓ Visually inspect system for oil and water leaks.
- \checkmark Drain and descale boiler.
- ✓ Clean and descale all condensate lines.

Town of Canton Highway Department Garage

Contractor shall maintain the following machinery:

- ✓ (4) Fan coils
- ✓ 3) Taco Circulation Pumps.
- ✓ AO Smith Proline XE GPVX 75L 210 Water Heater.
- ✓ AM 10 Modulating Control.
- ✓ Buderus MCM 10 Multi Cascade Module.
- ✓ Buderus RC 35 Room Control Unit.
- ✓ (2) Modine 6-583.10 Gas Fired Unit Heaters.
- ✓ (1) American Standard TWE-SVX03C-EN Split System Cooling/Heat Pump Air Handler.
- ✓ Ingersoll Rand Split System Heat Pump Condenser.
- ✓ Mitsubishi MUZ G1 24NA Split System Heat Pump.
- ✓ Mitsubishi MUZ G1 24NA Split System Condenser.

Maintenance of air conditioning systems shall be completed (2) times per year. Maintenance of heating systems should be completed (2) times a year (once before the heating season and once at the midpoint of the heating season). Contractor shall perform the following tasks:

- ✓ Test and calibrate all controls and safety devices.
- ✓ Check electrical starters.
- \checkmark Check and tighten all electrical connections on unit.
- \checkmark Test fan motors.
- \checkmark Clean and inspect condenser coils, blades and fan guards.
- ✓ Maintain oil in compressor at manufacturer's specified level on oil sight glass.
- ✓ Check for contact surface pitting and mounting security.
- ✓ Check and adjust heating and air conditioning equipment belts.
- ✓ Replace heating and air conditioning filters.
- ✓ Start-up and shut down air conditioning / heating systems and controls.
- ✓ Replace all heating and air conditioning filters (quarterly).
- ✓ Replace broken or worn belts.
- ✓ Check and make appropriate the amount of refrigerant in the circuit.
- ✓ Check heat exchanger.
- \checkmark Clean the burners' assembly.
- ✓ Check ignition controls and safety features.
- ✓ Adjust proper combustion mixture.
- ✓ Provide a detailed report of any and all problems found.
- ✓ Clean all coils with air conditioner foaming coil cleaner heavy duty degreaser (lemon scent).
- ✓ Check all circulation pumps (if applicable).
- \checkmark Drain and descale boiler.
- ✓ Clean and descale all condensate lines.

The Contractor shall clean the boilers one (1) time annually before the heating season. Contractor shall perform the following tasks:

- ✓ Visually inspect burner, heat exchanger, and combustion chamber.
- ✓ Lubricate bearings, motors, and pumps as required.
- ✓ Calibrate operating and safety controls.
- ✓ Brush and vacuum clean heat exchanger and flue pipe.
- ✓ Inspect flue connections and induced draft motor if applicable.
- ✓ Replace fuel oil nozzles, strainers, and filters.
- ✓ Check and set combustion efficiency.
- ✓ Manually blow down boiler.
- ✓ Check expansion tank, drain as required.
- ✓ Adjust boiler pressure and temperature as needed.
- ✓ Visually inspect system for oil and water leaks.
- ✓ Provide a detailed report of any and all problems found.

Town of Canton Collinsville Fire Station

Contractor shall maintain the following machinery:

- ✓ (2) Mitsubishi 12-ton Outdoor Condensing units (PUHY-HP144YSNU-A) and Ceiling Mounted Cassettes.
- ✓ (1) DOAS Unit GREENHECK ERV Unit (ERV-20-20L).
- ✓ (8) Space-Ray Infrared Gas Heaters (PTS-40-10-N5).
- ✓ INDEECO Electric Wall Heater.
- ✓ AO-Smith Water Heater Cyclone BTH Series.

The Contractor shall clean the boilers one (1) time annually before the heating season. Contractor shall perform the following tasks:

- ✓ Visually inspect burner, heat exchanger, and combustion chamber.
- ✓ Lubricate bearings, motors, and pumps as required.
- ✓ Inspect flue connections and induced draft motor if applicable.
- ✓ Check and set combustion efficiency.
- ✓ Provide a detailed report of any and all problems found.
- ✓ Flush and descale hot water heater and condensate line annually.
- ✓ Replace all heating and air conditioning filters (annually).

Town of Canton North Canton Fire Station

Contractor shall maintain the following machinery:

- \checkmark (1) Dayton Model # 4DG34 Propane fired unit in garage bays
- ✓ (2) 16X25X2.
- ✓ (1) AHN Carrier Model # 48TME0068 A 5 roof top unit with 5 tons cooling & propane gas heating.

Routine maintenance of cooling/heating systems should be completed (4) times a year. Contractor shall perform the following tasks:

- ✓ Test and calibrate all controls and safety devices.
- ✓ Check electrical starters.
- \checkmark Check and tighten all electrical connections on unit.
- ✓ Test fan motors.
- ✓ Clean and inspect condenser coils, blades and fan guards.
- ✓ Maintain oil in compressor at manufacturer's specified level on oil sight glass.
- ✓ Check for contact surface pitting and mounting security.
- ✓ Check and adjust heating and air conditioning equipment belts.
- ✓ Replace heating and air conditioning filters.
- ✓ Start-up and shut down air conditioning / heating systems and controls.
- ✓ Replace all heating and air conditioning filters (quarterly).
- ✓ Replace broken or worn belts.
- ✓ Check and make appropriate the amount of refrigerant in the circuit.
- \checkmark Check heat exchanger.
- \checkmark Clean burner assembly.
- ✓ Check ignition controls and safety features.
- ✓ Adjust proper combustion mixture.
- ✓ Provide a detailed report of any and all problems found.
- ✓ Clean all coils with air conditioner foaming coil cleaner heavy duty degreaser (lemon scent).
- ✓ Check all circulation pumps (if applicable).
- NOTE: Contractor will replace worn or failed parts with the approval of the Town's Director of Public Works or his designee. Where statistical data on similar equipment indicates that a component is approaching a failure point, then such component may be repaired or replaced in advance to prevent a system failure. If possible, such replacement shall be in kind with parts and or materials or be equal in quality and specifications to existing equipment.

Town of Canton Water Pollution Control Authority

Contractor shall maintain the following machinery:

- ✓ (1) HB Smith Cast Iron Boiler Model 8 Series S/W-5, with a Beckett Burner, Model AFG Series
- ✓ (1) Buderus Boiler Model G115 WS/4, with a Riello Burner, Model R40, Type 262 T

The Contractor shall clean the boilers one (1) time annually before the heating season. Contractor shall perform the following tasks:

- ✓ Visually inspect burner, heat exchanger, and combustion chamber.
- ✓ Lubricate bearings, motors, and pumps as required.
- ✓ Calibrate operating and safety controls.
- ✓ Brush and vacuum clean heat exchanger and flue pipe.
- ✓ Inspect flue connections and induced draft motor if applicable.
- ✓ Replace fuel oil nozzles, strainers, and filters.

- ✓ Check and set combustion efficiency.
- ✓ Manually blow down boiler.
- ✓ Check expansion tank, drain as required.
- \checkmark Adjust boiler pressure and temperature as needed.
- ✓ Visually inspect system for oil and water leaks.
- NOTE: Contractor will replace worn or failed parts with the approval of the Town's WPCA Superintendent or his designee. Where statistical data on similar equipment indicates that a component is approaching a failure point, then such component may be repaired or replaced in advance to prevent a system failure. If possible, such replacement shall be in kind with parts and or materials or be equal in quality and specifications to existing equipment. Contractor shall submit separate invoices to the Town of Canton, and the Water Pollution Control Authority for these services under separate purchase orders.

TOWN OF CANTON BOARD OF EDUCATION

The following is a list of routine duties that The Contractor(s) shall perform at Town of Canton Board of Education sites. It should be noted that the equipment listed may not be comprehensive but only is a good faith representation of the components to be maintained as part of this contract:

Town of Canton Cherry Brook School

Contractor shall maintain the following machinery:

- ✓ (2) HB Smith Cast Iron Oil Boilers Series 28A-7.
- \checkmark (1) State Gas Hot Water Heater.
- ✓ (3) B & G Series 90 Circulation Pumps.
- ✓ (23) Exhaust / Supply Fans, various sizes.
- ✓ (4) Air Handling Units, 3- McQuay LSL-111, 1- McQuay RBS-8028.
- ✓ (2) Ground Mounted Condensing Units, Model ALP-021C (20 Tons).
- \checkmark (22) Unit Heaters, various sizes.
- \checkmark (3) Heat Recovery Coils.

Routine maintenance of air conditioning systems shall be completed (2) times per year (once before the cooling season and once at the midpoint of the cooling season). Routine maintenance of heating systems should be completed (2) times a year (once before the heating season and once at the midpoint of the heating season). Contractor shall perform the following tasks:

- ✓ Test and calibrate all controls and safety devices.
- ✓ Check electrical starters.
- ✓ Check and tighten all electrical connections on unit.
- ✓ Test fan motors.
- \checkmark Clean and inspect condenser coils, blades and fan guards.
- ✓ Maintain oil in compressor at manufacturer's specified level on oil sight glass.
- ✓ Check for contact surface pitting and mounting security.
- ✓ Check and adjust heating and air conditioning equipment belts.
- \checkmark Replace heating and air conditioning filters (quarterly).
- ✓ Start-up and shut down air conditioning / heating systems and controls.
- ✓ Replace broken or worn belts.
- \checkmark Check and make appropriate the amount of refrigerant in the circuit.

- ✓ Check condition of solder joints.
- \checkmark Check heat exchanger.
- ✓ Clean the burners' assembly.
- \checkmark Check ignition controls and safety features.
- ✓ Adjust proper combustion mixture.
- ✓ Provide a detailed report of any and all problems found.
- ✓ Clean all coils with air conditioner foaming coil cleaner heavy duty degreaser (lemon scent).
- ✓ Check all circulation pumps (if applicable).
- ✓ Flush water heater annually.

The Contractor shall clean the boilers one (1) time annually before the heating season. Contractor shall perform the following tasks:

- ✓ Visually inspect burner, heat exchanger, and combustion chamber.
- ✓ Lubricate bearings, motors, and pumps as required.
- ✓ Calibrate operating and safety controls.
- ✓ Brush and vacuum clean heat exchanger and flue pipe.
- ✓ Inspect flue connections and induced draft motor if applicable.
- ✓ Replace fuel oil nozzles, strainers, and filters.
- ✓ Check and set combustion efficiency.
- ✓ Manually blow down boiler.
- \checkmark Check expansion tank, drain as required.
- ✓ Adjust boiler pressure and temperature as needed.
- ✓ Visually inspect system for oil and water leaks.

Town of Canton Intermediate School

Contractor shall maintain the following machinery:

- ✓ (2) HB Smith Model GLO 4500-S14 Boilers.
- ✓ (5) Bell & Gossett Circulation Pumps, various sizes.
- ✓ (12) Carrier Exhaust / Supply Fans, various sizes.
- ✓ (3) Nessbitt Model RCA-150 Ground Mounted Condensing Units.
- ✓ (18) Nessbitt Unit Ventilators, various sizes.
- ✓ (3) Nessbitt Air Handling Units, various sizes.
- ✓ (1) Boiler Feed System Dunham Bush Model AWCV5.
- \checkmark (2) Olin Chemical Feeders.

Routine maintenance of air conditioning systems shall be completed (2) times per year (once before the cooling season and once at the midpoint of the cooling season). Routine maintenance of heating systems should be completed (2) times a year (once before the heating season and once at the midpoint of the heating season). Contractor shall perform the following tasks:

- ✓ Test and calibrate all controls and safety devices.
- ✓ Check electrical starters.
- \checkmark Check and tighten all electrical connections on unit.
- ✓ Test fan motors.
- \checkmark Clean and inspect condenser coils, blades and fan guards.
- ✓ Maintain oil in compressor at manufacturer's specified level on oil sight glass.

- ✓ Check for contact surface pitting and mounting security.
- ✓ Check and adjust heating and air conditioning equipment belts.
- ✓ Replace heating and air conditioning filters.
- \checkmark Start-up and shut down air conditioning / heating systems and controls.
- ✓ Replace all heating and air conditioning filters (quarterly).
- ✓ Replace broken or worn belts.
- \checkmark Check and make appropriate the amount of refrigerant in the circuit.
- \checkmark Check heat exchanger.
- ✓ Clean the burners' assembly.
- ✓ Check ignition controls and safety features.
- ✓ Adjust proper combustion mixture.
- ✓ Provide a detailed report of any and all problems found.
- ✓ Clean all coils with air conditioner foaming coil cleaner heavy duty degreaser (lemon scent).
- ✓ Check all circulation pumps (if applicable).

The Contractor shall clean the boilers one (1) time annually before the heating season. Contractor shall perform the following tasks:

- ✓ Visually inspect burner, heat exchanger, and combustion chamber.
- ✓ Lubricated bearings, motors, and pumps as required.
- ✓ Calibrate operating and safety controls.
- ✓ Brush and vacuum clean heat exchanger and flue pipe.
- \checkmark Inspect flue connections and induced draft motor if applicable.
- ✓ Replace fuel oil nozzles, strainers, and filters.
- ✓ Check and set combustion efficiency.
- ✓ Manually blow down boiler.
- ✓ Check expansion tank, drain as required.
- ✓ Adjust boiler pressure and temperature as needed.
- ✓ Visually inspect system for oil and water leaks.

Town of Canton Middle / Town of Canton High School

Contractor shall maintain the following machinery:

- ✓ (1) HB Smith Model 28A Oil Fires Boiler.
- ✓ (20 Viesman Vitodens 200W (4 modular units).
- ✓ (2) Bell & Gossett Circulation Pumps Model 1510-1.5 BC.
- ✓ (5) Trane Roof Top Units (20-40 Tons).
- \checkmark (7) Air Handler Units, (1-2 Tons).
- ✓ (7) Ground Mounted Condensing Units Model 12KL11.
- ✓ (26) Greenheck Ventilator Fans, various sizes.
- \checkmark (40) Trane Unit Heaters, various sizes.
- ✓ (2) Lochinvar Water Heaters.
- ✓ (4) LG Ductless Condensing Units.
- \checkmark (2) Area Units.
- ✓ (5) Entry/Stairwell Unit Heaters.
- ✓ (1) Mini Split for A.D./Server Room.
- \checkmark (4) Ventilator Fans for Science, Auto Shop, and Two Classrooms.

Routine maintenance of air conditioning systems shall be completed (2) times per year (once before the cooling season and once at the midpoint of the cooling season). Routine maintenance of heating systems should be completed (2) times a year (once before the heating season and once at the midpoint of the heating season). Contractor shall perform the following tasks:

- ✓ Test and calibrate all controls and safety devices.
- ✓ Check electrical starters.
- \checkmark Check and tighten all electrical connections on unit.
- ✓ Test fan motors.
- \checkmark Clean and inspect condenser coils, blades and fan guards.
- ✓ Maintain oil in compressor at manufacturer's specified level on oil sight glass.
- \checkmark Check for contact surface pitting and mounting security.
- \checkmark Check and adjust heating and air conditioning equipment belts.
- ✓ Replace heating and air conditioning filters (quarterly).
- ✓ Start-up and shut down air conditioning / heating systems and controls.
- ✓ Replace all heating and air conditioning filters.
- ✓ Replace broken or worn belts.
- \checkmark Check and make appropriate the amount of refrigerant in the circuit.
- ✓ Check heat exchanger.
- \checkmark Clean the burners' assembly.
- ✓ Check ignition controls and safety features.
- ✓ Adjust proper combustion mixture.
- \checkmark Provide a detailed report of any and all problems found.
- ✓ Clean all coils with air conditioner foaming coil cleaner heavy duty degreaser (lemon scent).
- ✓ Check all circulation pumps (if applicable).
- \checkmark Flush water heaters annually.

The Contractor shall clean the boilers one (1) time annually before the heating season. Contractor shall perform the following tasks:

- ✓ Visually inspect burner, heat exchanger, and combustion chamber.
- \checkmark Lubricate bearings, motors, and pumps as required.
- ✓ Calibrate operating and safety controls.
- \checkmark Brush and vacuum clean heat exchanger and flue pipe.
- ✓ Inspect flue connections and induced draft motor if applicable.
- ✓ Replace fuel oil nozzles, strainers, and filters.
- ✓ Check and set combustion efficiency.
- ✓ Manually blow down boiler.
- ✓ Check expansion tank, drain as required.
- \checkmark Adjust boiler pressure and temperature as needed.
- ✓ Visually inspect system for oil and water leaks.
- ✓ Drain and descale boiler.
- ✓ Clean and descale all condensate lines.

Town of Canton Board of Education Offices

Contractor shall maintain the following machinery:

- \checkmark (2) Air Handler Units, various sizes
- \checkmark (1) Unit Heater

Routine maintenance of air conditioning systems shall be completed (2) times per year (once before the cooling season and once at the midpoint of the cooling season). Routine maintenance of heating systems should be completed (2) times a year (once before the heating season and once at the midpoint of the heating season). Contractor shall perform the following tasks:

- ✓ Test and calibrate all controls and safety devices.
- ✓ Check electrical starters.
- ✓ Check and tighten all electrical connections on unit.
- \checkmark Test fan motors.
- ✓ Clean and inspect condenser coils, blades, and fan guards.
- ✓ Maintain oil in compressor at manufacturer's specified level on oil sight glass.
- \checkmark Check for contact surface pitting and mounting security.
- ✓ Check and adjust heating and air conditioning equipment belts.
- ✓ Replace heating and air conditioning filters (quarterly).
- ✓ Start-up and shut down air conditioning / heating systems and controls.
- ✓ Replace all heating and air conditioning filters.
- ✓ Replace broken or worn belts.
- ✓ Check and make appropriate the amount of refrigerant in the circuit.
- \checkmark Check heat exchanger.
- \checkmark Clean the burners' assembly.
- ✓ Check ignition controls and safety features.
- ✓ Adjust proper combustion mixture.
- \checkmark Provide a detailed report of any and all problems found.
- ✓ Clean all coils with air conditioner foaming coil cleaner heavy duty degreaser (lemon scent).
- ✓ Check all circulation pumps (if applicable).
- NOTE: Contractor will replace worn or failed parts with the approval of the Town's Superintendent of Schools or his designee. Where statistical data on similar equipment indicates that a component is approaching a failure point, then such component may be repaired or replaced in advance to prevent a system failure. If possible, such replacement shall be in kind with parts and or materials or be equal in quality and specifications to existing equipment. Contractor shall submit separate invoices to the Town of Canton, Board of Education for these services under separate purchase orders.

PAYMENT

Routine Maintenance

Contractor(s) will be paid by the Town for the performance of routine maintenance work therein in two (2) equal installments per contract year. The first installment shall be payable on January 1st of each contract year (for work performed between July and December). The second installment shall be payable on July 1st of each contract year (for work performed between January and June). Contractor shall submit an invoice to the Town, as Contractor(s) will enter into separate contracts

with the Town. Contractor shall submit separate invoices for emergency services upon completion of the work.

Emergency Work

All additional charges for services rendered that are not part of routine maintenance should be in accordance with the following terms and conditions:

- 1. Parts and Materials will be charged at Contractor's cost-plus markup for overhead and profit. Vendor invoices will accompany all billing for parts and materials.
- 2. Labor Rate is for on-site time from arrival to completion (the Town will not pay for port-to-port travel) as well as incidentals, environmental fees, fuel, etc. Overtime Labor Rate may be applied to all emergency service calls on holidays and outside of normal business hours; same conditions as in Labor Rate apply.
- 3. Requests for emergency services will be dispatched immediately. A licensed technician will report on site within two (2) hours of request.
- 4. Routine maintenance service calls will be performed by the contractor during normal business hours (6:30AM to 2:30PM). Contractor to provide the Town with a 24 hour notice in advance of performing any maintenance services.
- 5. Overtime Rates may be applied to all emergency service calls on holidays and outside of normal business hours.
- 6. All invoicing for emergency services should be submitted separately for each service call and building location.

TOWNS OF CANTON

INSURANCE REQUIREMENTS FOR CONTRACTED HVAC MAINTENANCE SERVICE

General Liability & Automobile Coverage Requirements:

a.	Commercial General Liability:	
	Each Occurrence:	\$1,000,000
	Personal/Advertising Injury Per Occurrence:	\$1,000,000
	General Aggregate:	\$2,000,000
	Product/Completed Operations Aggregate	\$2,000,000
	Damage to Rented Premises	\$ 100,000
b.	Automobile Liability:	
	Each Accident:	\$1,000,000
	Hired/Non-owned Auto Liability	\$1,000,000

c. Worker's Compensation, as required by Connecticut State statutes.

- d. The "Town of Canton is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- e. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A- : VII.
- f. The contractor shall furnish the Town with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.
- g. It is desired by the Town that no insurance be canceled or modified without thirty (30) days written notice by registered U.S. Mail to: Chief Administrative Officer, Canton Town Hall, 2nd Floor, 4 Market Street Collinsville, CT 06022. Endorsements to the contractor's policies may be used to comply with this requirement.
- h. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.

TOWNS OF CANTON, CONNECTICUT

BID FORM CONTRACTED HVAC MAINTENANCE SERVICES

BIDDER'S FULL LEGAL NAME:

PRICE BID

Pursuant to and in full compliance with the IFB, the undersigned bidder, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the IFB, including any addenda, hereby offers and agrees as follows:

Option year sum of ______/100 Dollars (write out in words) (\$______).

Under no circumstances should respondents include extraneous fees on this form.

ACKNOWLEDGEMENT

In submitting this Bid Form, the undersigned bidder acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed products and/or services called for in the IFB. Except as otherwise expressly stated in the IFB, no additional payment of any kind will be made for the products and/or services called for in the IFB.

TOWN OF CANTON

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>CANTON POLICE DEPT.</u>:

Total annual service fee for 7/01/2025 through 6/30/2026	\$
Total annual service fee for 7/01/2026 through 6/30/2027	\$
Total annual service fee for 7/01/2027 through 6/30/2028	\$
Total annual service fee for 7/01/2028 through 6/30/2029 (opt.)	\$

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>CANTON LIBRARY / COMMUNITY CENTER:</u>

Total annual service fee for 7/01/2025 through 6/30/2026	\$
Total annual service fee for 7/01/2026 through 6/30/2027	\$
Total annual service fee for 7/01/2027 through 6/30/2028	\$
<i>Total annual service fee for 7/01/2028 through 6/30/2029 (opt.)</i>	\$

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>CANTON TOWN HALL</u>:

Total annual service fee for 7/01/2025 through 6/30/2026	\$
Total annual service fee 7/01/2026 through 6/30/2027	\$
Total annual service fee for 7/01/2027 through 6/30/2028	\$
Total annual service fee for 7/01/2028 through 6/30/2029 (opt.)	\$

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>CANTON HIGHWAY DEPARTMENT GARAGE</u>:

Total annual service fee for 7/01/2025 through 6/30/2026	\$
Total annual service fee 7/01/2026 through 6/30/2027	\$ n/a
Total annual service fee for 7/01/2027 through 6/30/2028	\$ n/a
Total annual service fee for 7/01/2028 through 6/30/2029 (opt.)	\$ n/a

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>CANTON COLLINSVILLE FIRE STATION</u>:

Total annual service fee for 7/01/2025 through 6/30/2026	\$
Total annual service fee 7/01/2026 through 6/30/2027	\$
Total annual service fee for 7/01/2027 through 6/30/2028	\$
Total annual service fee for 7/01/2028 through 6/30/2029 (opt.)	\$

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>CANTON NORTH CANTON FIRE STATION</u>:

Total annual service fee for 7/01/2025 through 6/30/2026	\$
Total annual service fee 7/01/2026 through 6/30/2027	\$
Total annual service fee for 7/01/2027 through 6/30/2028	\$
Total annual service fee for 7/01/2028 through 6/30/2029 (opt.)	\$

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>CANTON WATER POLLUTION CONTROL AUTHORITY</u>:

Total annual service fee for 7/01/2025 through 6/30/2026	\$
Total annual service fee for 7/01/2026 through 6/30/2027	\$
Total annual service fee for 7/01/2027 through 6/30/2028	\$
Total annual service fee for 7/01/2028 through 6/30/2029 (opt.)	\$

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>CANTON CHERRY BROOK SCHOOL</u>:

Total annual service fee for 7/01/2025 through 6/30/2026	\$
Total annual service fee 7/01/2026 through 6/30/2027	\$
Total annual service fee for 7/01/2027 through 6/30/2028	\$
Total annual service fee for 7/01/2028 through 6/30/2029 (opt.)	\$

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>CANTON INTERMEDIATE SCHOOL</u>:

Total annual service fee for 7/01/2025 through 6/30/2026	\$
Total annual service fee 7/01/2026 through 6/30/2027	\$
Total annual service fee for 7/01/2027 through 6/30/2028	\$
Total annual service fee for 7/01/2028 through 6/30/2029 (opt.)	\$

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>CANTON JR./SR. HIGH SCHOOL</u>:

Total annual service fee for 7/01/2025 through 6/30/2026	\$
Total annual service fee 7/01/2026 through 6/30/2027	\$
Total annual service fee for 7/01/2027 through 6/30/2028	\$
Total annual service fee for 7/01/2028 through 6/30/2029 (opt.)	\$

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>CANTON BOARD OF EDUCATION OFFICES</u>:

Total annual service fee for 7/01/2025 through 6/30/2026	\$
Total annual service fee 7/01/2026 through 6/30/2027	\$
Total annual service fee for 7/01/2027 through 6/30/2028	\$
Total annual service fee for 7/01/2028 through 6/30/2029 (opt.)	\$

PROPOSED FEE FOR <u>EMERGENCY</u> HVAC MAINTENANCE SERVICES AT <u>ALL CANTON LOCATIONS MENTIONED ABOVE:</u>

Total emergency rate for 7/01/2025 through 6/30/2026	\$ per hour
Total emergency rate for 7/01/2026 through 6/30/2027	\$ per hour
Total emergency rate for 7/01/2027 through 6/30/2028	\$ per hour
Total emergency rate for 7/01/2028 through 6/30/2029 (opt.)	\$ per hour

PROPOSED FEE FOR ADDITIONAL CHARGES NOT PART OF ROUTINE MAINTENANCE

ALL CANTON LOCATIONS MENTIONED ABOVE:

	<u>7/01/2025 -</u> <u>6/30/2026</u>	<u>7/01/2026 -</u> <u>6/30/2027</u>	<u>7/01/2027 -</u> <u>6/30/2028</u>	<u>7/01/2028 -</u> <u>6/30/2029</u> (opt.)
Parts/Material Overhead Profit	%	%	%	%
Truck & Trip Charge	\$/mile	\$/mile	\$/mile	\$/mile
Additional Mileage	\$/mile	\$/mile	\$/mile	\$/mile
Labor Rate (6:30am-2:30 pm)	\$/mile	\$/mile	\$/mile	\$/mile
* Overtime Labor Rate	\$/mile	\$/mile	\$/mile	\$/mile

*Note: Overtime Rates may be applied to all emergency service calls on holidays and outside of normal business hours.

I acknowledge that I have read and understand the IFB to Provide Contracted HVAC Maintenance Services, and that I am both able and willing to meet the terms and conditions of this sample contract. I am aware that I am prohibited from including any extraneous fees on this fee Bid form.

Name & Title:_____

Signature:_			
Date:	 		