

TOWN OF CANTON



INVITATION FOR BID HVAC FOR TOWN HALL AUDITORIUM PROJECT

January 18, 2023

INVITATION FOR BID
STANDARD INSTRUCTIONS
SCOPE OF WORK / PRODUCT AND / OR SERVICE SPECIFICATIONS
BID FORM
AGREEMENT (SAMPLE)

LEGAL NOTICE

TOWN OF CANTON, CONNECTICUT

INVITATION FOR BID
HVAC FOR TOWN HALL AUDITORIUM PROJECT

January 18,2023

The Town of Canton, through its Chief Administrative Officer (“CAO”), invites appropriately licensed and qualified Bidders to bid on the HVAC For Town Hall Auditorium Project.

One (1) original and two (2) copies of sealed bids for the above-named Invitation must be received in the Office of the Chief Administrative Officer, Canton Town Hall, 2nd Floor, 4 Market Street, Collinsville, CT 06022 by 2:00 PM local time on February 22, 2023, 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 that date and time.

The Invitation for Bid package may be obtained at the Town's website, www.townofcantonct.org, under “Bids & RFPs.”

The Town of Canton is an equal opportunity/affirmative action employer. Small business enterprises, woman owned businesses, and minority owned businesses are encouraged to participate.

Robert Skinner
Chief Administrative Officer

STANDARD INSTRUCTIONS TO BIDDER

1. INTRODUCTION/OVERVIEW

The Town of Canton is soliciting bids for the above-named project. These Standard Instructions to Bidders are a part of the bid package for the HVAC For Town Hall Auditorium Project for the Town of Canton, Department of Public Works. If there are any conflicts between the instructions in these Standard Instructions to Bidders and any other bidding document(s), these Standard Instructions to Bidders shall prevail.

Town Hall is a historic building located in the Collinsville Historic District on the National Historic Register. Town Hall now consists of two distinct buildings. The original Town Hall on Market Street was built in 1904 in a neo-gothic style with pointed arch windows. The large building on Main Street is a typical commercial structure of the late nineteenth century with stone embellishments, cast iron columns, and heavy granite sills. The auditorium is located on the first and second floors in Town Hall. The Town Hall auditorium is currently used for community meetings, music, dance, film events and houses a theater company. All modifications will require approval from the State of Connecticut Department of – State Historic Preservation Office (SHPO) and the Town of Canton Collinsville Historic District Commission and Planning & Zoning Commission.

2. KEY EVENT DATES

Invitation for Bid Issued	January 18, 2023
Pre- Bid Site Visit	February 1, 2023, 10:00 AM, EST
Public Bid Opening	February 22, 2023, 2:00 PM, EST
Commencement of Work	Notice to Proceed – Spring 2023
Completion Date	90 days from Notice to Proceed is desired

3. OBTAINING BID DOCUMENTS

Specifications and bidding documents may be obtained from the town web page at: www.townofcantonct.org (under “Request for Proposals”).

4. BID SUBMISSION INSTRUCTIONS

A. One (1) original and two (2) copies of sealed bids for the above-named Invitation must be received in the Office of the Chief Administrative Officer, Canton Town Hall, 2nd Floor, 4 Market Street, Collinsville, CT 06022 by 2:00 PM local time on February 22, 2023, at which time all bids will be publicly opened in the second floor Conference Room of the Canton Town Hall. Bids must be at the office of the Chief Administrative

Officer prior to the time the first bid is scheduled to be publicly opened. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the scheduled date and time for opening will NOT be accepted. Bids may not be submitted by facsimile or email.

- B. Ditto marks or words such as "SAME" on the Bid considered writing and must not be used.
- C. All information must be submitted in ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the bid.
- D. Bids are considered valid for sixty (60) days after bid(s) are opened. Bidders may not withdraw, cancel, or modify their bid for a period of sixty (60) days after bid(s) are opened.
- E. Bids must be signed by an authorized person representing the legal entity of the bidder.
- F. **The inability to meet any specified requirement(s) must be stated in writing and attached to the bid form or written on the bid form.**

5. QUESTIONS

Any questions regarding these bid documents or the specifications found herein must be directed to Mr. Robert Martin, Director of Public Works via email only at rmartin@townofcantonct.org.

The Town shall post any addenda, to this Invitation for Bid at least three (3) days prior to the receipt of bids on its website, located at: www.townofcantonct.org (under "Request for Proposals"). It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

6. PRESUMPTION OF BIDDER BEING FULLY INFORMED

At the time the first bid is opened, each bidder is presumed to have read and be thoroughly familiar with all bidding and contract documents for this project. Failure or omission of the bidder to receive or examine any information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

7. SITE VISIT

Prospective bidders are encouraged to attend the Pre-Bid Site Visit, as indicated in section 2 titled Key Event Dates, will be held on February 1, 2023, 10:00 AM, EST at Canton Town Hall, 4 Market Street, Collinsville, CT 06022 at which time questions concerning the project will be answered. Prospective bidders are expected to view the job site with the Town's project team. Failure to attend does not relieve bidders of obligations under this bid.

8. TAX EXEMPTIONS

The Town of Canton is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Bidders shall avail themselves of these exemptions.

9. INSURANCE

The bidder awarded this bid must provide a current Certificate of Insurance to the Chief Administrative Officer PRIOR to commencement of work with the following 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. No insurance shall be canceled or modified without thirty (30) days written notice by registered U.S. Mail to: Chief Administrative Officer, Town of Canton, 4 Market Street, P. O. Box 168, Collinsville, CT 06022-0168.
- g. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.

10. AWARDING THE BID

The Town of Canton reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Town. The Town of Canton will enter into a written agreement with the selected vendor. The "Commencement of Work" in section 2 titled Key Event Dates is anticipated to be awarded with a Notice to Proceed – Spring 2023.

The lowest priced bid is NOT the sole determining factor when awarding this bid and the Town reserves the right to negotiate with the bidder that is preliminarily selected.

11. SUBSTITUTION FOR NAME BRANDS

Should brand name items appear in this Invitation for Bid, the bidder must attach specifications for any substitutions they consider "or equal" and explain how the substitution compares with the named brand's specification. Information about substitutions must be included with the bid package. The decision as to whether the substitution is acceptable rests solely with the Town of Canton.

12. SUBMITTALS

None are required for this project.

13. BID BOND

A Bid Bond is not required for this project.

14. PERFORMANCE BOND

A Performance Bond is not required for this project.

15. AGREEMENT DOCUMENTS

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- The General Specifications
- Any Addenda, if Issued

16. LOCAL BIDDER PREFERENCE

Pursuant to Town policy entitled “Local Bidder Preference” any bidder with a bona fide principal place of business within the Town of Canton (“Town Based Resident Bidder”) shall be awarded the bid if the Town Based Resident Bidder submits a qualified bid which is not more than 10% greater than the lowest responsible bid and agrees to except the bid amount of the lowest responsible bidder. In order to be considered a Town Based Resident Bidder the entity bidding must complete a Local Preference Affidavit and submit proof of principal place of business. A copy of the affidavit along with the Local Bidder Preference is attached hereto.

17. PREVAILING WAGE RATES

The Contractor shall certify in writing and under oath to the Labor Commissioner the pay scale to be used by the Contractor and any Subcontractors. The provisions of this section shall not apply where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with new construction of any public works project is less than ONE MILLION dollars or where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than ONE HUNDRED thousand dollars. The Contractor shall fully comply with all provisions of Connecticut General Statutes (CGS) 31-53 and shall be subject to such sanctions mandated for violations of said Public Act.

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or

payable on behalf of each such employee to any employee welfare and, as defined in CGS 31-53 shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare if and shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

The contractor shall not be paid in accordance with the payment provisions of these Contract Bidding Documents unless the contractor is in full compliance with the mandates of CGS 31-53.

Bidders are further advised that if the initial consideration due and payable pursuant to the Contract exceeds the mandatory limits at which prevailing wages rates are required, then the contractor and any subcontractors shall pay the appropriate prevailing wages retroactive to the date of commencement of work on the project. The contractor shall not receive any additional compensation from the Owner as a result of an occurrence of the aforementioned event.

Prevailing Wage Building Rates for the Town of Canton (effective July 1, 2022) can be viewed at:

https://www.ctdol.state.ct.us/wgwkstnd/BuildingRates_7-1-2022_0.pdf pages 119-123

18. REJECTION

The right is reserved to reject any and all, or any part thereof, of all bids or proposal when such action is deemed in the best interest of the Town.

19. COMPLETION DATE

The complete functioning HVAC For Town Hall Auditorium Project is desired to be completed 90 days after Notice to Proceed. Delays for equipment or approvals from historic organizations may require additional time to complete the project.

20. SMALL AND MINORITY OWNED BUSINESS REQUIREMENTS

SMALL AND MINORITY OWNED BUSINESS SET-ASIDE LAWS IN CONNECTICUT

The contractor who is selected to perform this project must comply with Connecticut General Statutes, 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amend by June 2015 Special Session Public Act 15-5. An affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of Connecticut General Statutes 4a-60g as amended. (25% of the work with DAS certified Small and Minority owned businesses and 40% of that work with DAS certified Minority, Women and/or disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a.2982&q=3909288topmNav_GOD=1806

Contractor/bidder's responsibility regarding inclusion of small and minority owned businesses in the work under this contract

If the Contractor's/Bidder's total contract bid price for all work included under this contract, as listed in the submitted Bid Proposal, is greater than fifty thousand (\$50,000) dollars, then the Contractor's/Bidder's unit prices and lump sum prices submitted herein and the resulting total contract bid price submitted herein should be based on the inclusion of contracts in the amount of 25% of the work with DAS certified Small and Minority owned businesses, and further, 40% of that work [10% of total contract amount] shall be contracted with DAS certified Minority, Women and/or Disabled owned businesses; all meeting the requirements therein of the Law(s) and the State of Connecticut.

END OF STANDARD INSTRUCTIONS TO BIDDERS

SCOPE OF SERVICES / PRODUCT AND / OR SERVICE SPECIFICATIONS

This project will be at the Town of Canton Town Hall located at 4 Market Street, Collinsville, CT 06022. It will involve the installation of a new (HVAC) system in the Auditorium. Work must be coordinated with the occupant's as not to interfere with their normal business routine anticipated to start Spring 2023. If this date cannot be met then the new start date will be arranged. To accommodate this project hours of work will be available from 7:00 AM to 5:00 PM and possible Saturday. The work area must be kept cleaned and free of hazards at all times.

The Town of Canton requires proposals to install a new HVAC System in the Town Hall Auditorium. Pricing and value will be taken into consideration. The Town will review all proposals and make a contract award to the proposer who best meets the selection criteria listed herein.

Proposers are being asked to evaluate the current physical characteristics and conditions of the Town Hall Auditorium.

GENERAL

1. The agreement between the Owner and the Design/Builder, including General and Supplementary Conditions, apply to the work specified herein.
2. Provide the complete design and construction of the system as described herein. Work shall include all design, materials, and labor as required for the construction, balancing, testing of the system. All materials and equipment shall be new unless specified otherwise. All work shall be in compliance with all applicable state and local codes and shall be performed in accordance with good industry practice and standards. The work shall include, but not be limited to the following:
 - a. Refrigerant and cooling coil condensate piping, including valves and accessories.
 - b. Ductwork including fittings and accessories.
 - c. Ductless split heat pump systems.
 - d. Exhaust fans.
 - e. Energy recovery ventilators (ERV's).
 - f. Supply and return air diffusers and registers.
 - g. Insulation for piping and ductwork.
 - h. Automatic temperature controls including wiring.
 - i. All cutting and patching associated with the new work.
 - j. All anchors, sleeves, and supports as required for the new work.
 - k. Cleaning, testing, balancing, and startup of the specified system.
 - l. Engineering drawings for the new system as required for building permits.
 - m. Building permits as required for the worked specified herein and compliance with planning & zoning and SHIPO requirements.
 - n. Obtain utility rebates for high efficiency equipment.

- o. Coordinate with related work provided under separate contract to the Owner.
- p. Shop drawings and as-built drawings.
- q. Guarantees.
- r. Operating and Service Manuals.
- s. Operating instructions to the Owner.

3. Scope of Work – Administrative

- a. Complete design drawings suitable for the construction of the work as specified herein. The drawings shall be signed and sealed by a professional engineer, licensed in the State of Connecticut. The design drawings shall be approved by the Owner prior to construction.
- b. Sizing calculations for all equipment including heating and load calculations.
- c. Shop drawings (five copies required and electronically in .pdf format) for the approval of all equipment being furnished prior to the release for manufacturing. Submittals shall include outline drawings of the equipment (including plan and elevation views, dimensions, weights, and clearances), catalogue cut sheets and descriptive material, performance data, shipping date (calendar days following receipt of order), statement of warranty, and installation operation and maintenance manuals and as further specified herein. Provide shop drawings for the ductwork and piping layouts.
- d. Complete reports of all tests specified herein.
- e. As-built drawings: maintain during construction and submit as-built drawings of the new work. The design drawings shall be used for this purpose, with all revisions made during construction indicated.

4. Scope of Work – Construction

- a. Refer to the Architectural and Site drawings for the general locations of the heat pump outdoor unit.
- b. A ductless split heat pump system for the Auditorium to provide heating and air conditioning and maintain 75-degree Fahrenheit with 50% relative humidity. The system shall consist of an outdoor unit located on grade on the side of the Auditorium on a concrete pad and snow stand, wall mounted fan coil units in the Auditorium, wireless thermostat, interconnecting refrigerant piping, cooling coil condensate piping (to grade), and control wiring between the outdoor unit and fan coil units. All piping and wiring shall be concealed (“linehide” is acceptable).
- c. A whole room mechanical ventilation system including an energy recovery ventilator (ERV), Ductwork to the exterior wall outside air intake and exhaust wall caps, and ductwork to room supply and exhaust grilles.

- 5. Quality Assurance, codes, and standards: all work shall be in accordance with all state and local codes as well as national testing standards as applicable.

6. Guarantee all equipment in writing to be free of defective work, materials, or parts for a period of one year after acceptance of work by the Owner (except where specified otherwise herein). Repair, revise, or replace defects, failures, or inoperativeness at no Cost to the Owner.
7. Shipping: equipment shall be purchased F.O.B. manufacturer's location with freight included. Equipment shall be packaged for shipment for shipment by common carrier in accordance with industry standards. Delivery shall be made to the contractor, rigging contractor, or job site, as approved by the Owner.
8. Substitutions: use only materials listed in this specification. Where the term "or equal" is used, obtain approval from the Owner before the substitution is made.
9. Startup: a final functional test of all systems shall be performed to verify their operation and demonstrate to the owner the performance, operating, and maintenance procedures for the equipment.
10. Job Conditions: coordinate all work with the various trades and the Owner to insure timely and efficient completion of the work. The schedule of work shall be approved by the Owner.

PRODUCTS

1. Refrigerant piping shall be type 'L' hard drawn ACR copper tubing with wrought fittings and brazed or compression joints. Pipe sizing shall be per the equipment manufacturer's recommendations.
2. Cooling coil condensate piping shall be type 'L' hard drawn copper tubing with cast or wrought fittings. ALTERNATE: Schedule 40 PVC with solvent weld fittings.
3. Ductwork shall be constructed of galvanized steel sheets of lock forming quality. All ductwork material, construction, and installation shall be in accordance with the latest editions of the ASHRAE Guide and the SMACNA Standards in all respects. Flexible duct connections shall be UL Class 1, pre-insulated, with 1" fiberglass blanket and flame-retardant polyolefin vapor barrier.
4. Pipe and duct hangers and supports: all piping and ductwork shall be adequately supported. Structural members necessary or required to support, brace, or secure piping shall be furnished by this contractor.
5. Ductless split heat pump systems: suitable for 208/230 volt 1 phase power and R410A refrigerant; fan coil units complete with enclosure, direct drive supply fan, coil, and controls; outdoor units complete with enclosure, high efficiency rotary compressor, direct drive propeller fan, coil and suitable for low ambient operation (to -10 degrees F.).

6. Energy recovery ventilators (ERVs): complete with enclosure, heat exchanger, filters, supply and exhaust fans, and controls and suitable for 120-volt 1 phase service. Provide ECM motors, MERV 13 filters, two backdraft dampers, and wall caps (for outside and exhaust air).
7. Pipe and duct insulation: all insulation shall have composite (insulation, jacket, and adhesives) fire and smoke ratings, as tested per ASTM E84, NEPA 255 or UL 723, not exceeding flame spread 25 and smoke developed 50. Accessories, such as adhesives, mastics, cements etc., shall have the same component ratings. Insulation R-values and thickness shall comply with the 2015 IECC requirements.
 - a. Insulation for refrigerant piping and cooling coil condensate piping shall be foam rubber.
 - b. Insulation for supply and return ductwork shall be glass fiber blanket with reinforced foil kraft (FRK) vapor barrier facing. ALTERNATE: bubble foil insulation.

EXECUTION

1. General piping requirements:
 - a. All piping shall be installed in a neat manner and concealed in all finished areas. Drainage piping shall be laid out to maintain a minimum pitch of 1/4" per foot, unless otherwise shown. Pitch of lines shall be uniform and true with no sags, pockets, or traps. Provide unions, cleanouts, isolation, drain, and vent valves throughout as required to facilitate future service. All piping shall be adequately supported. Piping shall be insulated as described below.
 - b. All piping systems installed under this contract shall be pressure tested to insure tightness. The contractor shall be responsible for furnishing all plugs, piping, valves, hoses and pumps necessary for the required tests. Piping shall be tested at 1.5 times working pressure, 15 PSIG minimum. All tests described herein shall be held for a minimum of two hours after all portions of the system have been filled and stable conditions have been achieved. Any visible leakage or appreciable pressure drop during the test will be cause for rejecting the test. Tests shall be repeated after repairs until satisfactory results are obtained.
2. General ductwork requirements:
 - a. All ductwork shall be installed straight and parallel to the line of the building and shall be substantially supported as recommended by SMACNA. Provide shop drawings for all ductwork layouts, materials, and ductwork. All duct runs shall be checked for clearances before installation of any ductwork. Duct locations and elevations must be coordinated with the work of other trades and existing conditions. Shop drawings shall indicate that the coordination has been completed.

- b. Duct work shall be insulated as described below.
 - c. During construction, all duct openings shall be protected to prevent entry of dirt, dust, moisture, and foreign material. Openings shall be kept sealed with sheet plastic, secured to duct with tape. Upon completion of construction and before testing, the interior of all systems shall be vacuum cleaned to remove all construction dirt and dust.
3. General insulation requirements: All insulation shall be wrapped tightly around the pipe or duct and sealed to achieve a continuous vapor barrier. Pipe insulation shall be applied on clean, dry surfaces after inspection, tests, and release for insulation. Installation shall strictly follow insulation manufacturers' recommendations. Scope of insulation work shall be as follows:
 - a. Insulate all refrigerant piping.
 - b. Insulate all cooling coil condensate drain piping.
 - c. Insulate all supply and return air ductwork.
4. Piping, conduit, and equipment supports: All piping, conduit, and equipment shall be adequately supported. Supports shall be in accordance with the 2018 State of CT Building code (2015 International Building Code Chapter 16 Section 1613 and following, Earthquake Loads); SMACNA Seismic Restraint Manual: Guidelines for Mechanical Systems; ASHRAE Guide to Seismic Restraint; and industry standards.
5. Cutting and patching: Perform all cutting and patching as required to properly complete the work as specified herein. New holes through existing structures shall be neatly made, and their size and number kept to the minimum required to accommodate the new work. All penetrations shall be sealed. Damaged surfaces shall be patched and repaired to match the adjacent area.
6. Shipping: Equipment shall be purchased F.O.B. manufacturers' location with freight included. Equipment shall be packaged for shipment by common carrier in accordance with industry standards. Delivery shall be made to the contractor, rigging contractor, or job site, as approved by the owner.
7. Rigging: The new equipment is specified to be shipped fully assembled as complete units, although disassembly into smaller sections to facilitate rigging and installation will be permitted. Special care must be taken to adequately protect the existing building surfaces during all rigging and hauling operations. The methods and scheduling of all rigging and hauling operations proposed by the Contractor shall be approved by the Owner.
8. Tags and identification: Piping, valves, controls, and equipment installed under this Contract shall be tagged, labeled or stenciled.

9. The Contractor shall submit Operating and Service Manuals (five copies required and electronically in .pdf format). Each manual shall be complete with equipment shop drawings, as-built drawings, installation instructions, operating, and maintenance data. Manuals shall be submitted for approval prior to the start-up of equipment.

10. The Contractor shall furnish the services of a qualified engineer or technician to aid in the checkout, installation, and start-up of all systems specified herein. A final functional test of all systems shall be performed to certify their operation and to demonstrate to the Owner the performance and operating procedures for the systems will be adequate to cover space and use requirements.

END OF SCOPE OF SERVICES / PRODUCT AND / OR SERVICE SPECIFICATIONS

BID FORM

TOWN OF CANTON HVAC FOR TOWN HALL AUDITORIUM PROJECT

BID of _____ (hereinafter called "BIDDER"), a corporation or limited liability company, organized and existing under the laws of the State of _____, a partnership, or an individual doing business as: _____*

*Insert the Corporation, Limited Liability Company, Partnership, or Individual name as applicable. Cross out non-applicable types.

SUMMARY BASE BID AND AMOUNT:

The total BASE BID price to furnish all labor, materials, and equipment and to perform all work described in the Invitation for Bid for "HVAC FOR TOWN HALL AUDITORIUM PROJECT" is: \$ _____.

(Written words)

The BIDDER, in compliance with the Advertisement for BIDS for the below designated project, states that it has thoroughly examined and understands the terms and provisions of the Agreement Documents. Based upon those examinations and that understanding, the BIDDER hereby proposes to perform all work, furnish all labor, materials, equipment, supplies and anything else required or necessary in order to complete the HVAC For Town Hall Auditorium Project in strict accordance with the agreement documents, within the time set forth hereinafter and for the prices stated above. Prices cover all expenses incurred in performing the work that is required by the contract documents of which this BID is a part.

BIDDER hereby agrees to commence WORK under this agreement on the date to be specified in the NOTICE TO PROCEED.

This BID is submitted in full compliance with the conditions outlined in the Agreement Documents. The BIDDER has responded to and completely filled in all required spaces in the BID document and obtained the necessary Notary Public signature where so required.

This BID Respectfully Submitted by:

IF A SOLELY OWNED COMPANY:

Company Name _____
Address _____
Town _____
By _____

(Authorized Signature)

Title _____ Date _____

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A company organized under the laws of _____, composed of officers as follows:

President

Secretary

Vice President

Treasurer

Countersigned

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of _____, composed of partners as follows:

Name & Title (if any)

This Bill must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability, the Bid must be signed by a duly authorized officer of such corporation or limited liability company.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____, County of _____, being first duly sworn, disposes and says that:

- 1. He is the owner, officer, representative or agent of: _____ the BIDDER that has submitted the attached BID.
- 2. The attached BID is genuine; it is not a collusive or sham BID.
- 3. He is fully informed respecting the preparation, and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID.
- 4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in connection with the AGREEMENT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID prices or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Canton or any other person interested in the proposed AGREEMENT.
- 5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and
- 6. That no elected or appointed official or other officer or employee of the Town of Canton, who is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____
(Name of Bidder)

Subscribed and sworn to before me this _____ day of _____, 2023

Title

My Commission expires _____, 20__

LOCAL PREFERENCE AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

Date _____

_____ (affiant), being first duly sworn, deposes and says:

- 1) That I am over the age of 18 and understand the obligations of an oath.
- 2) That I am the owner, partner, officer, representative, or agent of _____, the bidder/proposer that has submitted the attached bid/proposal.
- 3) That bidder/proposer has a principal place of business located at _____, which is in the Town of Canton.
- 4) That the bidder/proposer is current on all taxes, both personnel and real estate and all fees, including, but not limited to sewer use fees.
- 5) That if bidder/proposer is not the owner of the real estate where such principal place of business is located, then bidder/proposer is submitting proof that such address is the bona fide principal place of business, such as a lease or personnel property tax bill.
- 6) That bidder/proposer has read the Local Bidder Preference Policy and being aware of its terms and conditions, swears that it is a qualified "Town Based Resident Bidder" as specified in the Policy.

(Signed) _____
Affiant

(Title) _____

On this ____ day of _____, 20__, before me personally appeared _____, who made oath that he/she has read the foregoing Local Preference Affidavit and that based on his/her own knowledge believe the same to be true.

Notary Public (My Comm. Expires _____)
Commissioner of the Superior Court

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 is operated or payment of property taxes on the personal property of the 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.

TOWN OF CANTON HVAC FOR TOWN HALL AUDITORIUM PROJECT

This _____ Agreement (the “Agreement”) is entered into the _____ day of _____, 2023 (“Effective Date”) by and between the Town of Canton, a political subdivision of the State of Connecticut (the “Town”) and _____ corporation located at _____, _____, _____ (the “Contractor”).

WHEREAS, the Town has issued an Invitation For Bid (the “IFB”) for the Town of Canton HVAC For Town Hall Auditorium Project to be performed at Town Hall in Canton, Connecticut (the “Premises”); and

WHEREAS, the services to be performed by the Contractor are set forth in the IFB (the “Work”); and

WHEREAS, Contractor submitted its Bid to the Town on _____ for the Work in accordance with the requirements and specifications of the IFB; and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in Section 9 below. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Contract Documents.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Town, county, federal, state, or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state, and local laws and regulations governing the Work whether or not such laws and regulations are fully and properly reflected in the RFP.

5. Term. The term of this Agreement shall commence on the Effective Date of this Agreement and be in effect until all work is performed per the IFB. Work to be performed at the prices stated in the Bid Form. The Contractor shall not start the Work prior to having received a notification to proceed from the Town.

6. Payment. The Town will pay the Contractor the purchase price within thirty (30) days of completion and acceptance of the HVAC For Town Hall Auditorium Project. The Town's payment shall be in the form of a check made payable to the Contractor.

7. Insurance. The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in Section 9 of the Standard Instructions to Bidders, by a company or companies authorized to do business in Connecticut. The Company shall provide Certificates of Insurance specifying such coverage and naming the Town as additional insured prior to the start of the work.

8. Liability. The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortuous actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for, and indemnify the Town against, the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents.

9. Contract Documents. The Contract Documents include, without limitation, the following:

- (i) The Agreement;
- (ii) The IFB, including the Scope Of Services / Product And / Or Service Specifications;
- (iii) Addenda issued prior to the execution of this Agreement or modifications issued after the execution of this Agreement;
- (iv) The Vendor's Bid Submission.

10. Hold Harmless. The Contractor agrees to indemnify and save harmless the Town of Canton, its agents and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the performance of the work by the Contractor by reason or liability imposed upon the Town of Canton, its agents and employees, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, (including employees of the Contractor), or on account of damage to property, including loss of use thereof, if such injuries or damages are caused by the negligence or breach of Contract Documents of the Contractor, its agents and employees or otherwise. The existence of insurance shall in no way limit the scope of this indemnification. The indemnification provision shall be separate and distinct from issuance of a Certificate of Insurance.

11. No Assignment. The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Town.

12. Termination. If the Contractor fails to perform this Agreement in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Agreement in default and, therefore, terminated and to resubmit the Agreement for further bid. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new Agreement Price over the Agreement Price herein provided for, both pro-rated to the period of time covered by the unexpired term of the Agreement at the time of default, plus any legal or other costs incurred by the Town in terminating the Agreement and securing a new contractor.