

REQUEST FOR PROPOSAL

REBID CH Booth Library HVAC Upgrade (2024-15)

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REBID CH Booth Library HVAC upgrade (2024-15)

1. LEGAL NOTICE

TOWN OF NEWTOWN

REQUEST FOR PROPOSAL

REBID CH Booth Library HVAC Upgrade (2024-15)

Sealed bids of proposals will be received at the office of the Finance Director, Newtown Municipal Center,

3 Primrose Street, Newtown, Connecticut 06470, until but no later than:

11AM Tuesday, March 26, 2024

Proposals received after that date and time will be rejected.

At that time and place they will be publicly opened and read aloud. Following the bid opening, the Town of Newtown will review all received bid packages. All pricing submitted in a bid package shall be valid for one hundred and twenty (120) days.

Mandatory Pre- Bid Walk Through: Wednesday, March 13, 2024 at 9AM

C.H. Booth Library, Gathering Room, Main Floor

25 Main St, Newtown, CT 06470

The Purchasing Authority of the Town of Newtown reserves the right to accept or reject any or all options, or proposals; to waive any technicality in any proposal or part thereof, and to accept any proposal deemed to be in the best interest of the Town of Newtown.

Bid Packages can be located on the Town's website under Purchasing Department.

<https://www.newtown-ct.gov/purchasing-department>

The Town of Newtown is an Affirmative Action Employer – MBE/WBE are encouraged to bid.

A. Jeffrey Capeci First Selectman

Robert G. Tait Finance Director

PURCHASING AUTHORITY

Questions regarding this request for proposal should be directed to Kerri Mubarek, Purchasing Director by e-mail at kerri.mubarek@newtown-ct.gov

REBID CH Booth Library HVAC upgrade (2024-15)

2. PROJECT DESCRIPTION-

The Town of Newtown (hereinafter known as "Town") is seeking proposals from qualified bidders for the complete removal and replacement of the CH Booth Library hydronic heating and cooling HVAC system using VRF consoles and air handlers with matching external heat pumps and associated outside air treatment systems throughout the existing facility, and including all associated electrical, mechanical, plumbing piping (both refrigerant and condensate) , and architectural cut/patch/paint associated with and required for the designed Mechanical improvements. This project is to be completed while the building remains open to public with provisions to protect the existing materials and people in a scheduled progression removing existing mechanical equipment and installing new replacement systems complete within localized areas throughout the building. Project engineer has included his vision of a planned progression of work as a concept which can be followed or modified to suit the needs of the bidder and the requirements of the owner. The intent is that this project be a complete system upgrade as designed and all associated required work necessary for the proper installation of new equipment, removal of existing equipment, power and control work upgrades and all work required to install these new systems should be included in the bid. Miscellaneous work scopes to be included are, but not limited to, cut/patch for piping, conduits, ductwork, miscellaneous trim repair/replacement as required by new work, area painting of patched surfaces, wall/ceiling access openings for new equipment/removals, exterior concrete pads, firestopping and miscellaneous trenching and landscape restoration. Areas of building that are modified need to be returned as they were found with the requirement to replicate the look as close to original as possible. A hazardous building materials inspection has taken place and a report has been issued as an addendum and the report should be referenced for abatement work required for operation. All remediation and abatement work must be completed by a CT licensed abatement and air monitoring contractor. The cost of remediation, abatement and air monitoring should be included in your bid pricing. Bidders are to price their bids using the specified equipment manufacturers that have worked with the engineer firm for this project, choosing the supplier best suited for the bidders as listed in the bid documents. Bidders are to provide 10 year equipment manufacturer warranties to begin at completion of the project. Bidders to also provide add alternate for complete removal of boiler plant and chiller plant. Bidders to also provide a unit price credit for all penetrations.

Respondents are required to submit six (6) copies and (1) USB drive in pdf format of a sealed proposal by no later than **11AM Tuesday, March 26, 2024** at the Office of the Finance Director, located at Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470, and clearly marked

"REBID CH Booth Library HVAC Upgrade (2024-15)".

Proposals received after that date and time will be rejected.

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Town of Newtown Purchasing Department website. (<https://www.newtown-ct.gov/purchasing-department>)

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Emailed written requests for information will not be accepted after 4PM on Friday, March 15, 2024.
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:

Kerri Mubarek

kerri.mubarek@newtown-ct.gov

Response will be in the form of an addendum that will be posted approximately by Tuesday, March 19, 2024 by 4PM located on the Town of Newtown website under the Purchasing Department. It is the responsibility of each bidder to retrieve all addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Newtown employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered. Only information issued by such The Town's written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect. Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgement form and the Bidder shall list therein all written Addenda number(s) issued by the Town.

Questions regarding this request for proposal should be directed to Kerri Mubarek, by e-mail at kerri.mubarek@newtown-ct.gov.

Kerri Mubarek
Purchasing Director

3. FORMAT OF SUBMISSION

1. Letter of Introduction
2. Submit 6 hard copies total. One (1) printed and signed "original" and five (5) printed copies, and one (1) USB drive in pdf format.
3. Provide a general description of the type of organization (i.e. corporation, partnership, consultant, etc.); number of years in business; size of firm; personnel qualifications and experience.
4. Include relevant experience of all personnel to be assigned to the project, including any subcontractors and hourly rates.
5. Submit details on proposed project approach and fees, any additional services to be provided, and identify estimated timelines and deliverables.
6. Identify any resources and/or assistance you will require from the Town of Newtown.
7. Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three years with State regulatory bodies or professional organizations.
8. In addition to the above requirements, respondents may include additional factors or strengths that would assist in assessing their ability to meet the Town's needs and any examples of relevant past work.
9. All submissions shall remain firm for a period not less than one hundred and twenty days (120) days from the qualifications (RFP) due date, unless such period is extended in writing and agreeable to both parties.
10. Respondents are strongly encouraged to verify the scope of services prior to submitting their proposal. The Town reserves the right at all times to increase or decrease the project scope as deemed in its best interest.
11. Provide full details of any exceptions. The Town retains the right to accept or reject any or all exceptions.
12. Provide references for equal scope projects performed during the past three (3) years.
13. All respondents should provide a letter of interest, detailing overall qualifications and demonstrating a thorough understanding of the engagement.
14. Provide a description of similar work performed in the past five years and minimum of three (3) most recent professional references. Respondents may offer a detailed scope of work to be performed for the aforementioned tasks with a projected timetable and deliverables for each task.

4. EVALUATION OF CRITERIA

All candidates will be evaluated, but not limited to, the following criteria:

- a) Background and experience in providing services to municipalities.
- b) Demonstrated success on previous projects.
- c) Credentials of staff.
- d) Organizational stability.
- e) Effective communication, accuracy of response, and compliance of requirements.
- f) Prior work experience and its relevance to this engagement.
- g) Documented ability to provide the services requested.
- h) Knowledge of federal and state programs, requirements and regulations.
- i) Review of references.
- j) Fee for services rendered. Upon evaluation of all submissions received, qualified candidates/firms may be invited to interview with various Town officials, department heads or committee members, prior to award of contract.

Interviews may be requested at Town's own discretion. The Town will review all proposed qualifications submitted in response to this solicitation for conformity with the qualifications sought in connection with this engagement. Upon award selection, the Contractor will be expected to enter into contract with the Town of Newtown. The Town reserves the right to reject any and all proposals received in response to this solicitation.

Deliverables upon award include:

- 1. Schedule of Values
- 2. Procurement Log
- 3. Schedule
- 4. Site Logistics Plan
- 5. Weekly Owners meeting with contractor

A notice to proceed will be provided once the deliverables have been reviewed and accepted.

5. TIMELINE OF THE RFP PROCESS

The following timeline has been tentatively established:

RFP Release	Friday, March 8, 2024
Mandatory Pre-Bid Walkthrough	Wednesday, March 13, 2024 @ 9AM
Questions to be submitted by	Friday, March 15, 2024 by 4PM
Answers completed and posted by	Tuesday, March 19, 2024 by 4PM
RFP Submission Date	Tuesday, March 26, 2024 by 11AM
RFP Awarded	Spring-Summer 2024

6. SEALED BID REQUEST

REQUEST FOR PROPOSAL

**INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

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All bids must be submitted using the below cover sheet and Bid Form (Pages 1-9) in a sealed envelope clearly marked with the name of the Bidder, its address and the project title "REBID CH Booth Library HVAC Upgrade (2024-15)" including all outer packaging such as DHL, FedEx, UPS, etc. Respondents are required to submit six (6) copies and (1) USB drive in pdf format.

All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be received by the Purchasing Authority at the office of the Finance Director, 3 Primrose Street Newtown, CT 06470, Newtown, Connecticut, at which time they will be publicly opened.

Bidders must fill in all blank spaces on the Bid Form for Bid Prices including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void. The Bid Price of each item on the form shall be stated in the words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Company Name: _____

Address: _____

Contact Name and Email: _____

Website: _____

State of CT Taxpayer ID#: _____

Federal Taxpayer ID#: _____

Contractor's License # _____

Professional License # _____

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Corporate Seal - Circle one: YES NO

If the Bidder is a partnership, please provide names and residential addresses of partners, if different from business address:

Award Contract Signature: The Bidder shall indicate the full name, title, email and the complete mailing address of the authorized person(i.e., officer of the company) who will sign the awarded contract (if applicable) for this procurement:

1. Have you been in litigation for any errors or omissions from projects from the past five (5) years? _____
2. Are you on the state or local debarments list for the Dept. of Administrative Services?

BID FORM

Date _____

Ms. Kerri Mubarek
Purchasing Director
Town of Newtown
3 Primrose Street
Newtown, CT 06470

Madam:

Pursuant to and in compliance with the invitation to Bid, the Undersigned:

Print or Type Business Name of Bidder

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addenda Acknowledged Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under all conditions required by the Bid Documents at the prices listed as follows:

Company Name _____

1. Lump Sum Cost for Total Scope of work: \$ _____

Description:

Attach all rates and disciplines that shall apply on separate paper.

2. Fee Proposal: Add- On Demolition of the Exterior Chilled Water Plant \$ _____

Description:

Attach all rates and disciplines that shall apply on separate paper.

3. Fee Proposal: Add- On Demolition of the Internal Boilers and Associated Equipment \$ _____

Description:

Attach all rates and disciplines that shall apply on separate paper.

In the event that the Contractor does not perform the work in accordance with the specifications and /or scope of services, the Town reserves the right to terminate the contract upon ten (10) days' written notice.

Estimated time to complete work:

Estimated Time to complete: _____ /weeks

Availability to start _____

Please list any exceptions to the specifications and include a bulleted detailed breakdown of work included.

Provide information regarding number of years in business, size of firm, and location.

Number of years in business: _____ Number of employees: _____ (full time) _____ (part time)

List of Proposed Subcontractors:

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions where identified in the Bid Documents, of which he/she is aware, either directly or by notification from any sub-bidder, are listed herewith in this Bid Form.

Business Name of Bidder: _____

By Bidder's Authorized Representative:

Signature _____

Name _____

Title _____

Date _____

REFERENCES

Provide at least five (5) reference and details of most recent similar scope projects performed, including all information requested. This page must be completed as part of the sealed bid requirements. It is the Town's intent to communicate with the references listed herein.

If Bidders wish to keep their references confidential, this page may be removed from the packet and submitted with the bid in a separate sealed envelope inside master sealed bid and marked "REFERENCES- CONFIDENTIAL". The Town of Newtown is not responsible for maintaining confidentiality of the references unless this procedure is followed.

REFERENCE #1:

Client/Organization Name _____ Phone _____

Contact Person _____

Project Name and Address _____

Service Dates: Start Date _____ Complete Date _____

REFERENCE #2:

Client/Organization Name _____ Phone _____

Contact Person _____

Project Name and Address _____

Service Dates: Start Date _____ Complete Date _____

REFERENCE #3:

Client/Organization Name _____ Phone _____

Contact Person _____

Project Name and Address _____

Service Dates: Start Date _____ Complete Date _____

REFERENCE #4:

Client/Organization Name _____ Phone _____

Contact Person _____

Project Name and Address _____

Service Dates: Start Date _____ Complete Date _____

REFERENCE #5:

Client/Organization Name _____ Phone _____

Contact Person _____

Project Name and Address _____

Service Dates: Start Date _____ Complete Date _____

Addendum Acknowledgement Form:

Note: the Bidder is to complete, sign and date this form. The completed form shall be submitted with the Bid Form in accordance with information in GENERAL INSTRUCTIONS; ADDENDA / REQUESTS FOR INFORMATION (RFI).

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Addendum # _____ Date Issued _____

Business Name of Bidder: _____

By Bidder's Authorized Representative:

Signature _____

Name _____

Title _____

Date _____

STATEMENT OF NON-COLLUSION

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud, or mental reservation; and that no elected or appointed official of the Town, or any person or entity in the employ of the Town of Newtown, is directly or indirectly interested in said bid proposal or in the supplies or work to which it relates, or in any portion of the profits thereof, except as permitted under the Town of Newtown Policies. The Town of Newtown and its agents shall refrain from entering into contracts with or purchasing goods or services from any firm or individual who has a sales representative or owner employed by or acting as an official of the Town of Newtown.

In submitting this bid, the undersigned further declares and certifies that a) it has not, and will not induce or attempt to induce any Town of Newtown employee or officer to violate the Town of Newtown Policies in connection with its bid to provide goods or services under, or otherwise in the performance of, such contract and b) if any person in the employ of the Town of Newtown or elected or appointed official has a direct or indirect interest in Vendor or any supplier or Subcontract expected to be involved with the contract, such person or entity is in compliance with the Policies established by the Town of Newtown.

The undersigned further understands that the above declarations are material representations to the Town of Newtown made as a condition to the acceptance of the bid proposal. If found to be false, the Town of Newtown retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

By signing the below, the undersigned acknowledges reviewing and understanding the Non-Collusion and Town of Newtown Policies contained and/or referenced herein and confirms compliance with the contents:

Authorized Signature _____

Print Name _____

Title _____

Bidder's Company Name _____

Date _____

ATTESTATION OF BID SUBMISSION

The undersigned hereby declares and certifies under the penalties of perjury that this Bid is in all respects bona fide and fair; that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, (as defined below) and that the Bid prices shall cover all expenses incurred in providing the specified Bid Items, performing and completing all Work and /or Services and furnishing all equipment, labor and materials, etc. as required by the Bid Documents, of which this Bid Form is a part. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, limited liability company or other business or legal entity.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words), where applicable, shall govern in determining the Total Bid Price.

The undersigned also agrees that any quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities to be procured and/or required for completion of the Work. The Town of Newtown may terminate the contract during its term on sixty (60) days advance written notice with no penalty.

Respectfully submitted by bidder:

Business Name of Bidder _____

Authorized Signature _____

Print Name _____

Title _____

Date _____

Address _____

City, State, Zip Code _____

Email _____

Business Phone Number _____

Cell Phone Number _____

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF NEWTOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF NEWTOWN. WITHOUT LIMITING THE FOREGOING IN ANYWAY, THE TOWN FURTHER RESERVES THE RIGHT TO REJECT ANY BID IF THE BIDDER IS DELINQUENT IN THE PAYMENT OF ANY TAXES OR FEES OWED TO THE TOWN.

Before submitting the Bid, each Bidder must examine (a) the Bid Documents thoroughly (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and findings with the requirements of the Bid Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Bid Document and that such requirements are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

Complete sets of Bid Documents shall be used in preparing Bids; neither The Town of Newtown nor its representatives assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid. The Town of Newtown in its sole discretion may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents. A Bid which includes, for any Item(s), a Bid price that is abnormally low or high may be rejected in its entirety. The Town of Newtown reserves the right to reject the Bid of any Bidder that the Town of Newtown considers not to possess the qualifications necessary to complete this work.

Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Kerri Mubarek, Purchasing Director, prior to the stated time and at the place of the Bid Opening. The Town of Newtown is not responsible for Bids delayed by mail and/or delivery services of any nature.

Requirements:

- A. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- B. The Bidder shall acknowledge and agree that if awarded the RFP, Bidder shall be solely responsible for the strict compliance with all Federal, State, and Local statutes, laws, codes, rules, regulations and ordinances, and to obtain and maintain all necessary licenses and permits relating to this procurement. The successful Bidder **MUST** secure all required licenses and permits (local, state, federal) prior to commencing work.

- C. Award of these services, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Newtown and any other state or federal agency whose approval may be necessary.

Upon Award, all bidding documents, including this Request For Bid, all Addenda and the Award Resolution, shall be incorporated by reference in the contract, whether such contract is in the form of a Town of Newtown Purchase Order, or otherwise.

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of the job site(s). The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

STANDARD WAGE RATES Contractor shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.

Standard Wages <http://www.ctdol.state.ct.us/wgwkstnd/prevaling-rates/service/rates-service.htm>

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Newtown reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town of Newtown. In evaluating Bids, the Town of Newtown will consider the qualifications of those Bidders who's Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders and who possesses, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by the Town of Newtown.

After review of these and other factors, including without limitation, responsiveness,
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qualifications and price, the Town of Newtown reserves the right to reject any and all Bids, or any part thereof, to waive any and all informalities or to decline to make an award if it is in the Town of Newtown's best interest to do so. The Town of Newtown reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.

PURCHASE ORDER ISSUANCE/AWARD

If a purchase order(s) is to be issued, it will be issued within one hundred twenty (120) calendar days, excluding Saturdays, Sundays and legal holidays after the actual date of the opening of the Bids.

If a contract is to be awarded, the Town of Newtown will give the Lowest Responsible Bidder a Notice of Award within one hundred twenty (120) calendar days excluding Saturdays, Sundays and legal holidays after the actual date of the opening of the Bids.

Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder, multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within five (5) calendar days thereafter (as needed) excluding Saturdays, Sundays and legal holidays, Contractor shall sign and return all copies of the contract and all other applicable contract documents, including without limitation, all required bonds and certificates of insurance to the Town of Newtown. Thereafter, upon all required reviews, approvals and the Town of Newtown signature, the Town of Newtown will deliver one fully signed copy of the contract to the Contractor. The Town of Newtown shall incur no obligations, contractual or otherwise, unless and until the Town of Newtown signs the contract, delivers a signed copy of the contract to the Contractor and delivers to the Contractor a written notice to proceed.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship after substantial completion of the project. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications **should be directed in writing to:**

Kerri Mubarek: kerri.mubarek@newtown-ct.gov

Inquiries must reference the RFP number and the date of bid opening, and must be received no later than as indicated in the bid documents. Failure to comply with these conditions will result in

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the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

For acceptance by the Town of Newtown, all submissions and prices quoted must be firm, for period of one hundred and twenty days (120) days from the RFP due date. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid. Submissions may not be withdrawn, unless such period is extended in writing and agreeable to both parties.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Finance Director for correctness and legality. Appropriate checks shall be drawn by the Finance Director for approved charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribes.

PAYMENT PERIOD

The Town of Newtown shall use its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. For projects that do not require a performance or bid bond, The Town of Newtown reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

8. BID BOND

The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a 100% Performance Bond and 100% Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website; https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration. No exceptions.

This bid bond/check will be returned once all terms of the bid have been met, and a contract has been signed. Newtown Public Schools reserves the right to retain the bid bond should the original terms of the awarded bid not be executed.

9. INSURANCE REQUIREMENTS AND INDEMNIFICATION

Prior to the commencement of the work, and as a condition of site access, the Respondent (referred to hereinafter as the “Contractor”) shall deliver to the Town of Newtown (referred to hereinafter as the “Owner”) a valid and currently dated Certificate of Insurance (COI).

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of Connecticut, and with a rating of A- or better by A.M. Best. The successful bidder will be required to furnish a Certificate of Insurance naming the Town, its employees, officers and agents, as the additional insured, and be provided by companies licensed in the State of Connecticut. The insurance coverage carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement.

At a minimum, the COI shall indicate that the following coverage and limits are in place:

1. Commercial General Liability: Minimum Limits Required:

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage – Any One Fire
- \$5,000 Medical Expense – Any One Person

- The Owner (Town of Newtown and all of its elected or appointed
REBID CH Booth Library HVAC upgrade (2024-15))

directors, officers, officials, agents, employees and members of all of its boards and commissions) shall be included as an **Additional Insured** under the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include coverage for both **ongoing operations** and **completed operations**.

CG 20 10 04 13 and CG 20 37 04 13 (both forms must be included)

- The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions)).

This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him/her in the performance of the work.

2. Business Auto / Commercial Auto Insurance – Minimum Limits required:

- \$1,000,000 Liability
- The Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) shall be included as an **Additional Insured** under the Business Auto/ Commercial Auto policy carried by the Contractor.
- The Business Auto / Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions)

3. Umbrella Liability/Excess Liability Minimum Limits required:

- \$5,000,000 Each Occurrence
- \$5,000,000 General Aggregate
- Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the Contractor.
- With respect to Additional Insured status, the Umbrella coverage will follow the form of the primary coverage.
- The Umbrella / Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

4. Pollution Liability Insurance

Where applicable, a policy including coverage for transport and other offsite risks. Such policy must be provided to the Town for review and determination of acceptability before an award will be made.

- \$5,000,000.00 Liability

6. Professional Liability (aka Errors and Omissions Liability): Minimum Limits required:

- \$2,000,000 Each Occurrence
- \$2,000,000 Aggregate

The Owner (Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) shall be included as an **Additional Insured** onto the Professional Liability (aka Errors and Omissions Liability) policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis**.

The Professional Liability policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the Town of Newtown (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions)).

No Limitation on Liability

With regard to any/all claims made against the Additional Insured by any employee of the Contractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers Compensation acts, disability benefits acts or other employee benefit acts.

Subcontractor's Insurance

Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

Cancellation, Renewal and Modification

The Contractor shall maintain in effect all insurance coverage required under this agreement at the Contractor's sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least thirty (30) calendar days prior written notice has been given to the Owner regardless of the reason for such cancellation.

Failure to Maintain Insurance: In the event the Contractor fails to maintain required coverage as set forth herein, the Owner may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Town of Newtown, and all of their elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the Contractor's performance of the contract.

The Contractor's obligation to hold harmless, defend and indemnify the Town, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, extends to the use, conduct or management of the project by any licensee, partner, director, officer, agent, employee, volunteer, or invitee, of the

Contractor.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with the Connecticut Department of Labor (CT DOL) rules and regulations; that is conditions of Prevailing Wage shall apply. All current prevailing wage information may be accessed online at no cost at <http://www.ctdol.state.ct.us/> (The Town will apply the most current wage decision applicable at the time of contract award.) Prevailing wage labor rates apply to all employees of the Contractor and the employees any sub-contractors utilized on the project.

APPLICABLE LAW

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive venue shall be the Connecticut Superior Court for the Judicial District of Danbury, Connecticut

SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Request for Proposal will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the included specifications unless exceptions are noted on a separate page dated and signed by the bidder.

CONFIDENTIALITY/DISCLOSURE

“Contractor” refers to all Bidders/Respondents submitting a bid/proposal.

The Town of Newtown will afford due regard to the Contractor’s request for the protection of proprietary or confidential information received. However, all materials associated with the Bid/Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act (“FOIA”) and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not state generally that the materials are proprietary or confidential in nature and therefore not subject to release to third parties. The specific sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under FOIA must be specifically identified as such. An explanation and rationale to justify each exemption consistent with FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from the release pursuant to FOIA.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town of Newtown, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

OSHA

The bidder will certify all labor and equipment complies with all regulations and conditions stipulated under the Williams Steiger Occupational Safety and Health Act of 1971, as amended as currently in effect. The successful bidder will further certify that all items furnished under this project will conform and comply with all applicable Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Newtown from and against any and all damages, fines and/or penalties that may be assessed against the Town of Newtown arising out of or resulting from the Contractor's performance of the contract.

MBE/WBE are encouraged to participate but there is no percentage for required contract.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

CT State- 0459289-000

Federal – 06-6002048

AMBIGUITY IN THIS REQUEST FOR QUALIFICATIONS

Prior to submitting a response to this request, it is the responsibility of the Consultant to bring to the attention of the Purchasing Department any ambiguity in this request. Not to do so shall result in the Consultant forfeiting any claim for adjustment based on such ambiguity as should have been noted by the prudent Consultant.

10. PROPRIETARY INFORMATION

This RFP and one copy of each original proposal received, together with copies of all documents pertaining to the award of a contract, shall be retained by the Town of Newtown and made part of a file or record which shall be open to public inspection after contract is finalized.

MARCHETTI CONSULTING ENGINEERS
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Pound Ridge, NY 10576
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info@marchetticonsultingengineers.com

January 10, 2024

CH Booth Library

23 Main St.

Newtown CT

Re: Mechanical System Replacement Demolition and Construction Bidding Instructions

To All Bidders:

The following is a description of the complete removal and replacement of the CH Booth Library hydronic heating and cooling HVAC system. Bidders to replace the current system with VRF consoles and air handlers with matching external heat pumps and associated outside air treatment systems throughout the existing facility, and including all associated electrical, mechanical, plumbing piping (both refrigerant and condensate) , and architectural cut/patch/paint associated with and required for the designed Mechanical improvements. Project to be done in a scheduled progression removing existing mechanical equipment and installing new replacement systems complete within localized areas throughout the building. Project engineer has included his vision of a planned progression of work as a concept which can be followed or modified to suit the needs of the bidder and the requirements of the owner (See Below).

The intent is that this project be a complete system upgrade as designed and all associated required work necessary for the proper installation of new equipment, removal of existing equipment, power and control work upgrades and all work required to install these new systems should be included in the bid. Misc work scopes to be included are, but not limited to, cutting and patch for piping, conduits, ductwork, misc woodwork, drywall, trim repair/replacement as required by new work, area painting of patched surfaces, wall/ceiling access openings for new equipment/removals, exterior concrete pads, firestopping and misc trenching and landscape restoration.

Bidders are to price their bids using the specified equipment manufacturers that have worked with the engineering firm for this project, choosing the supplier best suited for the bidders as listed in the bid documents. Bidders to provide 10 year equipment manufacturer warranties to begin at completion of the project. Bidders to also provide add alternate for complete removal of boiler plant and chiller plant. Bidders to also provide a unit price credit for all penetrations.

-The following narrative is to explain how and in what order the demolition and construction are to be scheduled and performed. This narrative is not intended to describe each and every element to be removed or replaced but only a general outline of system removal and replacement.

- I) Rm104- Contractor to remove and replace AHU-1 and all associated piping. Piping to be capped and sealed in order to keep boiler/chiller system operable. Ductwork attached to existing AHU-1 to be reworked to connect to new AHU-1. Remove dividing partition between Rm104 and Mechanical Room to allow access for new unit. Install unit with all electrical/mechanical equipment as required. Install HP-1 on New Concrete Pad. Provide new electrical panels and service in preparation for final heat pump change out.
- II) Rm 104- remove AH-4&AH-5 & Ceiling mounted unit in Rm 107. Cut and cap all hydronic piping and replace with new AH-4 & AH-5. Remove and replace radiators at room 104 and replace with console units. Cap all hydronic piping. Remove and replace units in Rm 112,115,116 with console units. Tie all new units console and air handlers to new HP-2.
- III) Remove all console units at Rm 220,221,222 etc. replace with new console units and attach to HP-6
- IV) Remove existing AHU-2 and all associated piping and ductwork and replace with new AHU-2 and associated HP-4. Tie into existing ductwork to existing air handlers
- V) Remove radiators at Rms 138,137,136,124,132,131 and remove AH-1, AH-2, AH-8 and AH-3. Cap all hydronic piping. Replace all removed elements with new consoles and air handlers and connect to HP-5
- VI) Remove existing console units at Rms 316, 317 etc. and replace with new console units and tie into new HP-8

- VII) Remove existing air handlers AH-13, 14,15, and 7 with radiators in rooms 211,212,202 etc. provide and install HP-3
- VIII) Remove air handlers AH-10, 11, and 12 and radiators at Rms 305,304,303,302 and replace with new air handlers and console units and tie all into HP-9
- IX) Remove air handlers AH-9, and AH-7 and radiators in Rm 210, 217, 215,204,206,203 and replace with new air handlers and console units and tie into HP-7
- X) Install AHU-3A with associated HP-10. Rework ductwork as shown on plans.
- XI) Remove AHU-3 and associated ductwork and replace with new AHU-3 and tie into HP-11
- XII) As and add alternate contractor to price removal of boiler plant and chiller plant and all associated equipment.

End

Thank you.

Sincerely,

Peter G. Marchetti PE

Marchetti Consulting Engineers

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