

**EAST HAMPTON PUBLIC SCHOOLS  
PROFESSIONAL SERVICES PROCUREMENT NOTICE  
REQUEST FOR PROPOSALS  
Steam Boiler Replacement-Center School  
Proposal # 2019-311**

East Hampton Public Schools is seeking competitive proposals for a design build construction project for the replacement of an existing 450-L Mills 17 section cast iron natural gas fired water tube boiler, with two smaller capacity natural gas steam boilers. The RFP is for a comprehensive, all-inclusive boiler replacement project. It includes, but is not limited to design, engineering, purchase, delivery and complete installation of two new replacement boilers. This would include all piping, plumbing, mechanical, electrical, controls, venting, make up air, boiler pads, burners, boilers, demolition of existing boiler & ancillary equipment, removal, clean up, addressing all hazardous materials, waste removal, building access for equipment and materials (destructive if required & subsequent restoration), rigging, trade coordination, state & local permits, inspections, documentation, commissioning, training and warranties. The complete demolition, removal, relocation of all existing equipment, piping, plumbing, electrical, duct work etc. required to allow for the installation of the new units is also part of this project. Proposals will be accepted from qualified and licensed firms, contractors and individuals. Interested contractors, individuals and firms should request the proposal instructions and details from the Facilities Director East Hampton Public Schools, 94 Main Street, East Hampton, CT 06424.

Sealed proposals must be submitted to the Facilities Director no later than April 18, 2019 **at 10:30 AM. LATE PROPOSALS WILL NOT BE CONSIDERED.**

Donald A. Harwood  
Facilities Director  
860-365-4000

**Mark sealed proposal envelope clearly:  
Boiler Replacement – Center School**

**Note:**

**Proposals must include E-mail contact information for respective bidder  
(all correspondence and questions will be addressed via e-mail)**

**TOWN OF EAST HAMPTON  
REQUEST FOR PROPOSAL  
For  
Boiler Replacement**

**I. GENERAL INFORMATION**

**A. INTRODUCTION**

East Hampton Public Schools is seeking competitive proposals for a design build construction project for the replacement in its entirety, of an existing 450-L Mills 17 section gas fired cast iron water tube boiler, with two smaller capacity redundant operating steam boilers. The RFP is for a comprehensive all-inclusive boiler replacement project. It includes, but is not limited to design, engineering, purchase, delivery and complete installation of two new replacement boilers. This would include all piping, plumbing, mechanical, electrical, controls, venting, make up air, boiler pads, burners, boilers, demolition of existing boiler and ancillary equipment, removal, clean up, addressing all hazardous materials, waste, destructive building access if needed, restoration repair, clean up, rigging, trade coordination, state & local permits, inspections, documentation, training, commissioning and warranties. Additionally, the bidder is responsible for the complete demolition, removal, and/or relocation of any and all existing equipment, piping, plumbing, electrical, duct work etc. required to allow for the installation of the new units.

The proposer shall confirm size and heating capacity of existing unit and ensure proper sizing for the replacements. The approximate Btuh of the existing Mills steam boiler is 2,701,900 and appears to be defined as a 450-L 17 section unit. An approximate size for the replacements may represent a 1.7 to 1.8 million Btuh per unit, or roughly 70% of the current single unit boiler. The new replacement units shall be energy efficient and meet or exceed the Connecticut High Performance Standards. The boilers and respective burners shall be in accordance with the current IECC and shall be selected to provide for energy rebates. The rebates shall be identified on each bidder's proposal.

The bidders proposal shall be a fully comprehensive turn-key replacement, including all ancillary trades, materials & work, electric, plumbing, rigging, permits, inspections, equipment removal/disposal, installation, surface protection, crane service, building protection, OSHA compliance, safety, clean up, testing, start up, commissioning, training and warranty. Please note, this is an all-inclusive project.

To assist each bidder with project perspective, photos of existing conditions and equipment data are included as an appendix to this document .

**B. BACKGROUND INFORMATION**

The current boiler is operating beyond its normal useful life, thus requiring replacement.

The school is currently fully occupied and will require all work that causes interruption to operations, obstructs egress paths, or creates safety concerns, noise, disruptions to learning or hazardous working conditions, to be accomplished while students and staff are not within or around the work zone. The

expected time line/work period can incorporate time prior to and extend past, the typical summer vacation period, however, scheduling and full coordination must be agreed on with East Hampton Public Schools. The project shall be completely done prior to the heating season of the fall 2019, with a full completion target on or before October 1 2019. ***A physical site visit/walkthrough of the boiler room at Center School will be provided on March 25, 2019 at 3:30 p.m.*** The walkthrough is intended to acclimate all bidders to existing conditions and afford the opportunity to ask questions and to fully understand the project scope and related work.

### **GENERAL NOTICES**

1. The East Hampton Public Schools reserves the right to waive errors in any proposals, to accept other than the low bidder, and reject any or all proposals at its discretion.
2. Bidders should provide at least three (3) references. References should include name, title, School District, address, and phone number.
3. Should a prospective Bidder need clarification or interpretation, he/she must request such in writing to the Facilities Director via e-mail @ [donharwood@easthamptonct.org](mailto:donharwood@easthamptonct.org) by April 11, 2019. Responses shall also be in writing and shall be distributed to all known prospective Bidder(s). The Owner or its agents will not be responsible for any alleged oral instructions or interpretations given to prospective Bidder(s).
4. No proposal will be considered unless properly completed and signed by the Bidder.

### **DETAILED PROPOSAL ELEMENTS**

1. The bid shall be all inclusive.
2. Each bid shall be made on the attached Bid Form.
3. Complete specifications shall be provided for all proposed equipment inclusive of model, type, and manufacturer identification numbers. It is preferred, to provide a boiler and equipment that is manufactured in the U.S. and has easy accessibility to parts, service and repair facilities.
4. All bidders shall provide proof of and limits of, workers compensation insurance and liability insurance.

### **C. PROJECT SCOPE**

The East Hampton Public Schools is requesting a proposal to replace in its entirety a 450-L Mills steam gas fired cast iron water tube boiler with two boilers. The goal is to replace very dated equipment, increase reliability, leverage efficiency, maintain the existing heating infrastructure and provide heating plant redundancy.

The work required is to complete a fully comprehensive replacement of the boiler with two units including all ancillary work inclusive of design, demolition, installation, trades, functions etc. This is intended to be a turn-key replacement and shall include all elements previously defined with no exceptions. If additional work is needed and is not noted in the RFP, it should be clearly identified by the proposer. All aspects of project completion are the responsibility of the bidder.

Operational and system coordination will be required by the bidder to ensure that the units operate effectively and are integrated with the existing building automation system. Relocation of all conflicting utilities, mechanical equipment, electric, plumbing etc. are the responsibility of the bidder. Facility protection of all surfaces must be done by the successful bidder. This includes, but is not limited to, walls, brick, sheetrock, flooring, glass, doors, furniture, tile, carpet, ceiling material, grid work etc. Any damage to the building will be the direct responsibility of the proposer. Final clean up and repair, painting etc. will be the responsibility of bidder.

#### **D. TIME LINE REQUIREMENTS**

Due to the activity level and occupancy of the building, all potentially hazardous work (such as use of a crane, rigging, blocking of egress paths, noise, smells, construction, or will impact daily educational operations) shall be accomplished during off school hours (3:30 p.m. or after, on Saturday, or when school is not in session. The targeted project timeline could allow for engagement in April through October 1<sup>st</sup> if required. The prime period for the work to be done is from June 18<sup>th</sup> through August 23<sup>rd</sup>. Alternative time frames and approaches will be considered and should be brought forward in respective bids.

#### **E. MINIMUM QUALIFICATIONS FOR CONSIDERATION**

The successful bidder must meet the following minimum qualifications:

- Experience with the replacement/upgrading of commercial steam boiler equipment.
- Licensed to work on steam heating equipment in the state of Connecticut;
- Experience with commercial boilers.
- Demonstrated knowledge in the boiler industry and associated safety.
- Fully insured, workers compensation and liability insurance required. Proof of coverage required and must meet or exceed the Town of East Hampton minimum insurance requirements.
- Demonstrated ability to accomplish all tasks including, design, equipment sourcing, demolition, installation, commissioning, training and warranties.
- Provide three (3) commercial references where similar work has been performed.

## **E. TERMS AND CONDITIONS**

The selected firm or individual will be expected to commence services on or about April 2019 subject to contract execution. The East Hampton Public Schools reserves the right to cancel this proposal process at any time should any of the following conditions exist:

- Funds are not appropriated to allow continuance of this contract
- The East Hampton Public Schools, through changes in its requirements or method of operation, no longer has a need for this service
- East Hampton Public Schools is not satisfied with the level of services provided under the contract or the firm fails to comply with any terms and conditions outlined in the contract.

### **Project Period**

It is the intent to complete the project during the April to October 2019.

### **Compensation**

Compensation for services shall be paid upon successful completion, start up, training and commissioning of the units. However, the Town may consider other payment arrangements that may be mutually acceptable.

### **Termination**

Unless otherwise agreed to, either party may terminate this Agreement at any time by giving the other party 30 days written notice. If this Agreement is terminated by the Town, The Town shall pay for all work performed and for all expenses incurred prior to the effective date of termination.

### **Installation Team**

The staff assigned to this project is considered essential to the work being performed. A trained and experienced staff that will be assigned to this project will be identified in your respective bid package. Substitutions may only be made upon mutual agreement between the Town and the firm.

### **Freedom of Information**

The East Hampton Public Schools will not be liable for any costs incurred in the preparation of the response to this Request for Proposal. All proposal submissions and materials shall become the property of the Town and will not be returned. Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

## **II. SCOPE OF SERVICES**

The East Hampton Public Schools expects that the successful bidder will comply with all provisions of this proposal request. Failure to do so will result in appropriate adjustments or legal action.

The Board of Education Facility expected to be impacted by the installation of the new boilers is:

- Center School

Furthermore, it is expected that the Contractor, Firm or individual selected to do this work will provide and work with the East Hampton Public Schools to take advantage of any energy saving incentive programs.

### III. SUBMISSION OF PROPOSAL

#### A. PROPOSAL INSTRUCTIONS

By submitting a proposal, you represent that you have thoroughly examined and are familiar with the scope of services outlined in this RFP and you are capable of performing the work to achieve the East Hampton Public Schools objectives. Respondents should clearly describe the specific work to be done, identify the exact make and model numbers of proposed equipment, performance benchmarks, efficiency rating, detailed costs associated with equipment and materials.

All firms are required to submit a **clearly marked original and 1 additional copy** of their proposal to Donald A. Harwood, Facilities Director, 94 Main Street, East Hampton, CT by April 18, 2019 at 10:30 a.m. All proposals will be opened publicly and recorded as received. Proposers may be present at the opening; however, there will be no public reading of Proposals. Proposals received later than the time and date specified will not be considered. The proposal must be submitted in a sealed envelope or package and the outside shall be clearly marked:

**EAST HAMPTON PUBLIC SCHOOLS  
PROFESSIONAL SERVICES PROCUREMENT NOTICE  
REQUEST FOR PROPOSALS  
Steam Boiler Replacement-Center School  
*Proposal # 2019-311***

**DATE – April 18, 2019  
TIME - 10:30 A.M.**

All respondents are required to participate in a **MANDATORY ON-SITE INSPECTION** of the facility. The onsite inspection will occur on:

DATE – March 25, 2019  
TIME – 3:30 p.m.  
LOCATION –Center School, 7 Summit Street (enter from Main Street)  
All proposers are required to sign in at the front office prior to making the site visit.

All respondents are required to submit the information detailed below. **Responses shall be organized and presented in the order listed below to assist the East Hampton Public Schools in reviewing and rating proposals.** Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein and presented and clearly marked in the order within this written proposal.

- a. Table of Contents to include clear identification of the material provided by section and number.
- b. A letter of transmittal indicating the firm's interest in providing the service and any other information that would assist the East Hampton Public Schools in making a selection. This letter must be signed by a person legally authorized to bind the firm to a contract. This letter also must affirm that the firm or their representative has made themselves knowledgeable of those matters and conditions in the Town which would influence this Proposal.
- c. Name and telephone number of person(s) to be contacted for further information or clarification.
- d. A background and qualifications statement including, name of firm/individual, capabilities, and description and history of your firm and the servicing office.
- e. Include a list of municipal and commercial client references (cities or towns) for which services similar to those outlined herein have been provided within the past five (5) years or are currently being provided. References must include at least one municipal and one commercial client. This list shall include the following information:
  1. Name of the city/town
  2. Timeframe for service
  3. Type of Service being provided
  4. Name, address, and telephone number of the principal contact of the city/town.

The Town reserves the right to contact these organizations regarding the services performed by the firm.

- f. List of personnel to be assigned, including the principal contact. Please list the number of years of experience in their current position, municipalities served and their roles in providing services. Also, document the chain of command for these individuals.
- g. Understanding of the Scope of Work. Include information that explains your firm's ability to perform, implement and administer this project, emphasizing experience with other similar municipal clients. Summarize all areas of expertise and experience including the types of services supplied to past and present clients.
- h. A detailed description of the work to be performed at each location;
- i. A listing of any grievances or lawsuits filed within the firm, with the outcome, against the firm or individual within the past five (5) years.
- j. A detailed proposal regarding the costs and expenses involved for the project. Respondent may also include any alternative cost solutions they want the Town to consider.

- k. A statement saying the firm will hold the quoted price firm through the end of October 2019.
- l. A detailed proposal and recommendation for energy incentives that can be used by the municipality, how the firm will help the municipality take advantage of those incentives, past experience working with such incentives.
- m. A concluding statement as to why the respondent is best qualified to meet the needs of the Town, including any other information relative to this proposal.
- n. Signed Non-Collusion Statement (ATTACHMENT A)

Proposals must be signed by an authorized member of the firm, and the name, address and telephone number of a representative qualified to answer questions during the review process must be included.

## **B. EAST HAMPTON PUBLIC SCHOOLS CONTACTS**

1. All technical inquires relative to this RFP must be directed in writing to Mr. Donald A. Harwood, Facilities Director, 94 Main Street, East Hampton, CT 06424 or donharwood@easthamptonct.org.
2. For administrative finance or procurement questions concerning this proposal, please contact Karen Asetta, Business Manager at (860) 365-4000.

All questions, answers, and/or addenda, as applicable will be emailed to all known respondents. Responses to requests for more specific contract information than is contained in the RFP, shall be limited to information that is available to all respondents and that is necessary to complete this process. The request must be received by April 11, 2019.

**No other East Hampton Public Schools or Town employee, elected official, or evaluation committee member should be contacted concerning this RFP during the proposal process. Failure to comply with this requirement may result in disqualification.**

## **III. EVALUATION AND SELECTION PROCESS**

### **A. EVALUATION CRITERIA**

The following factors will be considered by the East Hampton Public Schools when evaluating proposals.

- Accuracy, overall quality, thoroughness and responsiveness to the Public Schools requirements as summarized herein.
- Firm's experience with municipal/commercial boiler removals and installations.
- Firm's experience and success working with Municipalities on energy incentives



- Firm’s approach to assignment including firm’s demonstrated understanding of the Scope of Services and of the customer’s needs and objectives.
- Fee
- Time line
- Creative project approach
- Energy efficiency opportunities, equipment and rebates included in proposal

## **B. SELECTION PROCESS**

Following the review and evaluation of proposals, the East Hampton Public Schools reserves the right to request certain additional information. The Facilities Director, will review the proposals based upon the criteria herein. Based on the review and rating of proposals, a short list of respondents maybe invited to further discuss their proposal with the Facilities Director.

The information in this Request for Proposal will serve as the basis for the Facilities Director to make the selection of the successful bidder. Respondents are encouraged to address each of the factors thoroughly and provide additional information concerning background, experience and qualifications.

This request for proposal does not commit the East Hampton Public Schools to award a contract or to pay any costs incurred in the preparation of a proposal to this request. All proposals submitted in response to this request for qualifications become the property of the East Hampton Public Schools. The East Hampton Public Schools reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected respondents, the right to extend the contract for an additional period, or to cancel in part or in its entirety the request for qualifications, and to waive any informality if it is in the best interests of the Public Schools to do so.

## **C. TIMELINE**

The following schedule is anticipated. The East Hampton Public Schools intends to adhere to this schedule as closely as possible, but reserves the right to modify the schedule in the best interest of the Public Schools as required.

Publicize RFP	<b>March 13, 2019</b>
RFP Due Date	<b>April 18, 2019</b>
Shortlist or Selection of Proposal/s Received	<b>April 19, 2019</b>
Interviews with Top Respondent/s if Required	<b>April 22, 2019</b>
Contract Effective Date	<b>April 23, 2019</b>

**GENERAL INSTRUCTIONS TO BIDDERS/PROPOSERS**

- 1.0 The attached proposal is signed by the bidder/proposer with full knowledge of and agreement with the general specifications, conditions and requirements of this bid/proposal.
- 1.1 Submit proposal in an envelope marked with the bidder's name and address on the upper left-hand corner. Proposal shall be made out in the exact form of enclosed proposal form on bidder's letterhead and shall be signed by an officer of the company/corporation. **Proposals are to be plainly marked in the lower left-hand corner as stated above.**
- 1.2 Proposals received later than the date and time specified will not be considered. Amendments to or withdrawals of proposals received later than the date and time for bid/proposal opening will not be considered.
- 1.3 All deliveries of commodities hereunder shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut. Purchases made by the East Hampton Public Schools are exempt from the payment of Federal Excise Taxes and the State of Connecticut Sales Tax and such taxes must not be included in Bid prices. **All prices are FOB to EAST HAMPTON, CT.**
- 1.4 The East Hampton Public Schools reserves the right to reject any and all bids/proposals, to waive technical defects and to make such awards, including accepting a bid/proposal, although not the low bid/proposal, as it is deemed to be in the best interests of the East Hampton Public Schools.
- 1.5 The East Hampton Public Schools may withhold acceptance of work and payment, thereof, when it is determined that said work or materials do not meet the specified requirements. Payment will not be made until corrections are made which are acceptable to Board officials and/or their authorized agent.
- 1.6.1 The East Hampton Public Schools may make such investigation as deemed necessary to determine the ability of the bidder/proposer to discharge his contract. The bidder/proposer shall furnish the Board with all such information and data as may be required for that purpose. The East Hampton Public Schools reserves the right to reject any bid/proposal if the bidder/proposer fails to satisfactorily convince the East Hampton Public Schools that he/she is properly qualified by experience and/or does have the facilities to carry out the work called for herein. Conditional proposals/bids will not be accepted. East Hampton Public Schools will undertake any investigation which it may deem necessary to determine each vendor's suitability and qualifications.
- 1.7 Specifications cannot be relieved by anyone other than the assigned agent for the East Hampton Public Schools.
- 1.8 All work done under this bid/proposal must comply with all State and Town Codes and licensed tradesmen will be used where applicable.
- 1.9 Payments for labor and materials will only be made upon installation. No payments will be made for material stored on the site.
- 1.10 Offer of Gratuities:  
Proposer warrants, represents, and certifies that no elected or appointed official or employee of the East Hampton Public Schools has, or agrees to, benefit financially or materially from this procurement. This proposal may be terminated by East Hampton Public Schools without liability attaching to the East Hampton Public Schools if it is determined that gratuities of any kind were either offered to, or received

by, any of the aforementioned officials or employees from the Proposer, the Proposer's agent(s), representatives(s) or employees(s).

- 1.11 **Americans with Disabilities Act:**  
The Bidder shall comply with the Americans with Disabilities Act in accordance with Public Law 101-336 and any other applicable federal laws and regulations.
- 1.12 Bidder must complete the Affirmative Action Policy (**Exhibit A**), Tax Affidavit (**Exhibit B**) & Certificate of Non-Collusion (**Exhibit C**) to be submitted with the proposal. Sign and attach along with your proposal.
- 1.13 Bidder must complete the References form (**Exhibit D**).
- 1.14 Bidder must complete the **Vendor Registration Application**.
- 1.15 Any alleged oral agreements or arrangements made by Bidder with any East Hampton Public Schools employee will be disregarded in any proposal evaluation or associated award.
- 1.16 The East Hampton Public Schools may delete, supersede or modify any of these standard instructions for a particular proposal.

#### **Questions**

Questions for the purpose of clarifying the proposal must be submitted in writing and must be received by the Donald A. Harwood, Facilities Director by April 11, 2019. Questions must be e-mailed to the following:

East Hampton Board of Education  
94 Main Street  
East Hampton, CT 06424  
Attn. Donald A. Harwood

Fax # 860-365-4000  
E-mail: [donharwood@easthamptonct.org](mailto:donharwood@easthamptonct.org)

#### **SPECIAL BID/PROPOSAL TERMS AND CONDITIONS**

#### **2.11 Training**

Contractor shall provide operator training on the Equipment and Equipment software at no additional cost at the time of delivery (to be scheduled after issuance of a PO). The level of required training shall be determined between the Contractor and the Board. Training sessions will be scheduled according to the training needs for the Equipment installed. Schedules shall be made according to the Board's requirements.

#### **3. Change of Address**

In the event, either party moves or updates contact information; the moving party shall inform the other of such changes in writing within 10 days. The East Hampton Board of Education will not be held responsible for payments or POs delayed due to Contractor's failure to provide such notice. Change of address or telephone updates must be forwarded to the East Hampton Public Schools Business Manager, 94 Main Street, East Hampton, CT 06424.

#### **4. Insurance:**

Contractor shall not commence work under this Contract until it has obtained all insurance required under this Section, nor shall the Contractor allow any sub-contractor to commence work on its sub-contract until all similar insurance required of the sub-contractor has been obtained. Certificates of Insurance shall be forwarded to the Business Manager, 94 Main Street, East Hampton, CT 06424, attention Karen Asetta.

Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the Board and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Board.

Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to the Board. "Claims made" coverage is unacceptable, with the exception of Professional Liability. Contractor agrees that he/she will not use the defense of sovereign immunity the adjustment of claims or in the defense of any suit, unless requested by the Board.

##### A) Commercial General Liability

\$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Board Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.

##### B) Workers' Compensation and Employers Liability

Statutory coverage shall be in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease-policy limit, \$100,000 each employee. With respect to all operations the Contractor performs and all those performed for the Contractor by sub-contractor(s), the Contractor, and sub-contractor(s) if used, shall carry Workers Compensation Insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the U. S. Longshoremens' and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the State, and the laws of the United States respectively.

##### C) Automobile Liability

\$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired or non-owned automobiles used by or for the Contractor in any capacity in connection with carrying out this contract.

If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.

##### D) Minimum Scope of Insurance

All Liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the East Hampton Board of Education and must be placed with an insurer that has an A.M. Best's Rating of no less and A-, VII. All certificates of insurance shall be filed with the East Hampton Board of Education on the standard Accord Certificate of Insurance form showing the specified insurance and limits. The Board shall be named as an Additional Insured. The Contractor's insurer shall have no right of recovery of subrogation against the Board and the Contractor's insurance shall be primary coverage.

#### **5. Contract Prices and Billing**

The Board agrees to pay invoices 30 calendar days after receipt of a correct invoice. The Contractor shall bill the Board for the services provided. Billing notices shall include detailed spend information and services performed.

#### **6. Independent Contractor**

Contractor agrees to act as an independent Contractor in performing all services under this Contract and, except as otherwise outlined in this Contract, agrees to maintain complete control over its employees and sub-Contractors (such control over the repairers being limited to the context of this Contract).

#### **7. Subletting or Assigning of Contract**

The Contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the Contractor therein or thereto may not be sublet, sold, transferred, assigned or otherwise disposed of to any person, firm, or corporation, or other entity without the prior written consent of the Board. No person, firm or corporation, or other entity, other than the Contractor to whom the project was awarded is permitted to commence work on the project unless such consent has been granted.

#### **8. Payments against a Contract Award**

In no case, shall the Contractor bill the East Hampton Public Schools for amounts in excess of the amount(s) indicated in the final Contract Award Schedule agreed to and accepted by both parties through this proposal. Any authorized or agreed additional charges can only be approved for payment by means of an amendment to the contract.

#### **9. Representations and Warranties**

Contractor represents and warrants to the Board that:

- A) It is a duly and validly existing corporation under the laws of the Connecticut and authorized to conduct its business in the State of Connecticut in the manner contemplated by this Proposal.
- B) It will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the Board under and pursuant to this Proposal;
- C) The execution, delivery and performance of this Proposal by Contractor will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any governmental department, commission, Town, bureau, agency, office, council, institution or instrumentality (collectively, "Agencies"); or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- D) It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- E) Neither it nor any of its members, directors, officers, shareholders, partners, managers, principal officers, or employees have, within the three years preceding this Proposal, in their current or former job, been convicted of, or had a civil judgment rendered against them or any of their current partners, managers, principal officers or any person who would perform any services, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract. This includes, but is not limited to, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- F) Neither it nor any of its members, directors, officers, shareholders, partners, managers, principal officers, or employees nor any person who would perform any services under this Proposal, is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;

- G) It has not within the three years preceding this Proposal had one or more public transactions (Federal, State or local) terminated for cause or default;
- H) Is in compliance with all of the requirements necessary to the obtaining of a current Certificate of Good Standing or Legal Existence issued by the Connecticut Secretary of State;
- I) It has paid all workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- J) It has a record of compliance with OSHA regulations without any unabated, willful or serious violations;
- K) It owes no unemployment compensation contributions;
- L) It is not delinquent in the payment of any taxes owed, or that it has filed a sales tax security bond, and it has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes; and
- M) All of its vehicles have current registrations and, unless such vehicles are no longer in service, it shall not allow any such registrations to lapse

**10. Non-discrimination**

Sign and attach Exhibit A along with your proposal.

**11. IECC/High Performance Requirements**

Equipment installed shall meet the requirements as noted.

**12. Availability of Funds**

In the event that budget funds involved in this procurement are reduced or eliminated, the Board reserves the right to cancel this contract within thirty (30) days after written notification to the successful vendor.

**13. Entire Contract**

The East Hampton Public Schools/ Board intends to issue purchase orders only and that this document embodies the entire agreement between the Board and Contractor on conditions specified in this document, whether expressed or implied, written or oral. No changes, amendments or modifications of any of the terms or conditions of this Contract are valid unless reduced to writing and signed by both parties.

The Board will consider other purchase methods at its sole discretion if vendor can prove to the Board's satisfaction that other options are more cost effective for the BOARD.

**13. Termination of contract**

A contract awarded as a result of this bid may be terminated as follows:

- 1) Mutual agreement of the contraction parties specifying the terms of termination and the effective date, which shall be no less than 120 days after the date the non-terminating party receives notice.
- 2) By the Board if the successful Supplier fails to fulfill in a timely and proper manner the obligations as set forth in the contract, or if the successful Supplier violates any of the agreements or stipulations as set forth in this agreement. The Board will have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination.

#### **14. RFP EVALUATION CRITERIA**

Representatives of the East Hampton Public Schools will evaluate the proposals and rank them from the one most likely to the one least likely to meet the needs of the Board and satisfy the requirements of the RFP. The Board may call for interviews to clarify information and request proof of concepts received in the proposal.

In addition to interviews, or if the proposals are very closely ranked, the Board reserves the option to enter into discussion on pricing and/or other portions of the proposal, and may request Best and Final offers if it is determined to be in the Board's own best interest. However, offering firms are cautioned that the Board may proceed with an award on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or Best and Final offers.

Evaluation of the proposal will be based on the following criteria. The Board may elect to evaluate based on overall ranking, rating or assigned points. The following criteria are listed in order of greatest importance:

- Experience and capabilities of contractor
- Cost of project
- Project approach
- Time line
- Energy efficiencies
- Value added features
- References
- Responsiveness – the ability of the firm to provide all information at time of proposal submittal

EXHIBIT A

**EAST HAMPTON BOARD OF EDUCATION  
94 Main Street  
EAST HAMPTON, CT 06424**

TO: All Vendors  
FROM: School Business Manager  
RE: Affirmative Action

The East Hampton Board of Education is an Equal Opportunity Employer. The East Hampton Board of Education has made it a matter of policy that it will not transact business with firms which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

In order to have your firm listed on our acceptable vendor's list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy to us.

STATEMENT OF POLICY

It is the employment policy of \_\_\_\_\_ that there shall be no discrimination against anyone on the grounds of race, color, religious creed, age, physical disability, or sex, national origin, ancestry, marital status, sexual orientation, or mental disorder, in any of its educational activities or employment policies.

In addition, this firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statutes noted above.

Date	Signed (Name/Title of Company Officer)
Telephone	Street Address
	City/State



**EXHIBIT B**

East Hampton Board of Education, CT  
**TAX AFFIDAVIT**

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The undersigned, being duly sworn, deposes and says:

1. I am over the age of 18 and believe in the obligations of an oath.
  
2. I, on my own behalf or on behalf of my company, am submitting a bid, quotation or proposal to the East Hampton Board of Education.
  
3. I understand that the submission of this affidavit is required by the East Hampton Board of Education in connection with my bid, quotation or proposal and that the East Hampton Town Council may consider the information contained in this affidavit in making the contract award.
  
4. I have performed an investigation to determine whether I or my company (as applicable) owes any delinquent state, local or federal tax.
  
5. Based upon my investigation, and to the best of my knowledge and belief, I or my company (as applicable) owes to the following governmental units(s) the following delinquent taxes:

(Here, describe nature of each delinquent tax, approximate amount of same and governmental unit to which delinquent tax is owed. If no delinquent tax is owed, insert the words (Not Applicable.)

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(Name) (Title) (Company name)

**EXHIBIT C**

East Hampton Board of Education, CT  
**CERTIFICATE OF NON-COLLUSION**

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The undersigned certifies under the penalties of perjury that this bid or proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Signature of Authorized Agent)

**East Hampton Public Schools**  
Proposal Schedule – Total Project Cost

BID NUMBER: **2019-311**

**Center School**

Boiler replacement total all-inclusive cost material, labor and all ancillary work  
\$ \_\_\_\_\_

Equipment type (Burner & Boiler if different)

\_\_\_\_\_

Model \_\_\_\_\_

Manufacturer \_\_\_\_\_

Manufacturer location \_\_\_\_\_

Service & Part location \_\_\_\_\_

Time line/dates, start & completion \_\_\_\_\_

Do you as the bidder/installer service the proposed  
equipment? \_\_\_\_\_

***EQUIVALENT PROPOSALS & ALTERNATE SOLUTIONS WILL BE CONSIDERED AT  
THE BOARD'S SOLE DISCRETION***

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed/Typed Name and Title

The above **must be signed** by a duly authorized representative of the company. *Unsigned proposals will be automatically rejected*

**EXHIBIT D**

**REFERENCE CHECK**

In the interest of securing competent contractors we are requiring the following information be provided with your Bid.

Failure to provide this information may jeopardize your firm being awarded this project.

Please provide three references:

**1)**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone Number

**2)**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone Number

**3)**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone Number

**TOWN OF East Hampton – Accounting Department**  
20 East High Street  
East Hampton, CT 06424  
860-267-7548

Vendor Registration Application

**1. Company Name and Address for Bids and Purchase Orders:**

(This name will be used on purchase orders and checks issued to your company.)

Legal Business Name \_\_\_\_\_

Doing Business AS (if same as above, leave blank) \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

**2. Invoice Remittance Address** (where check should be mailed) (If same as above, leave blank)

Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

**3. Taxpayer Identification Number (FEIN/SSN):**

Taxpayer ID#: \_\_\_\_\_  FEIN  SSN

**4. Organization Type (Check One):**

- Individual     Partnership     Non-Profit     Corporation  
 LLC Corporation     LLC Partnership     LLC Single Member Entity

**5. Vendor Contact Information:** The contact person(s) to reach for Bids, Purchase Orders and Invoice questions:

Contact Person(s) \_\_\_\_\_

1<sup>st</sup> Telephone Number \_\_\_\_\_

2<sup>nd</sup> Telephone Number \_\_\_\_\_

FAX Number \_\_\_\_\_

E-mail \_\_\_\_\_

**6. Agent, Representative or Employee Authorized to Transact Business on Behalf of the Entity / Firm**

Name \_\_\_\_\_

Title \_\_\_\_\_

**7. Minority Business:**

Is your business currently a Connecticut DAS certified Minority Business?

YES (Attach copy of certificate)       NO

**Applicant's Certification:** The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Connecticut. Applicant acknowledges that it is his/her responsibility to keep the information current by notifying the East Hampton Accounting Department of any changes.

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS APPLICATION

NAME & TITLE

DATE

**Instructions to vendor:**

Please type or print legibly **all** information requested and fax or remit to the following address. Failure to complete this application in its entirety may delay the Town issuing purchase orders and/or checks to your company.

Town of East Hampton  
Accounting Department  
20 East High Street  
East Hampton, CT 06424  
(P) 860-267-7548 (F) 860-267-1027

9. **Termination**

Unless otherwise agreed to, either party may terminate this Agreement at any time by giving the other party 30 days written notice. If this Agreement is terminated by the Town, The Town shall pay for all work performed and for all expenses incurred prior to the effective date of termination.

IN WITNESS WHEREOF, the Town of East Hampton and Contractor have executed this Agreement as of the day and year first set above.

EAST HAMPTON PUBLIC SCHOOLS

BY: \_\_\_\_\_  
Donald A. Harwood, Facilities Director  
Duly Authorized

DATE: \_\_\_\_\_

\_\_\_\_\_  
Name of Chosen Contractor

BY: \_\_\_\_\_

DATE: \_\_\_\_\_





East Hampton Public Schools Boiler Replacement 2019  
Center School

APPENDIX –A

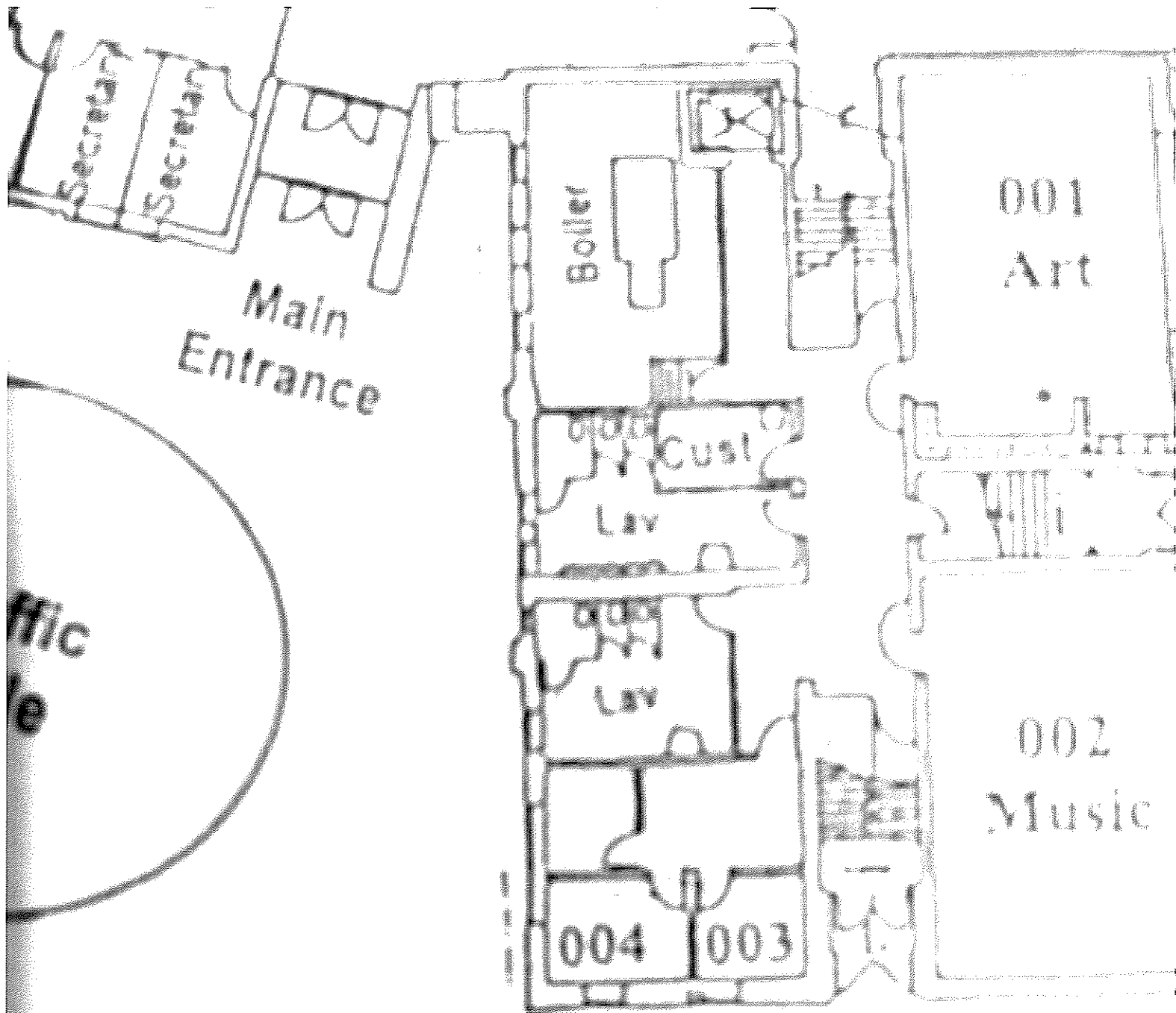
Photos of existing conditions, data and equipment – 11 pages of photos





CENTER  
ELEMENTARY  
SCHOOL





First Level

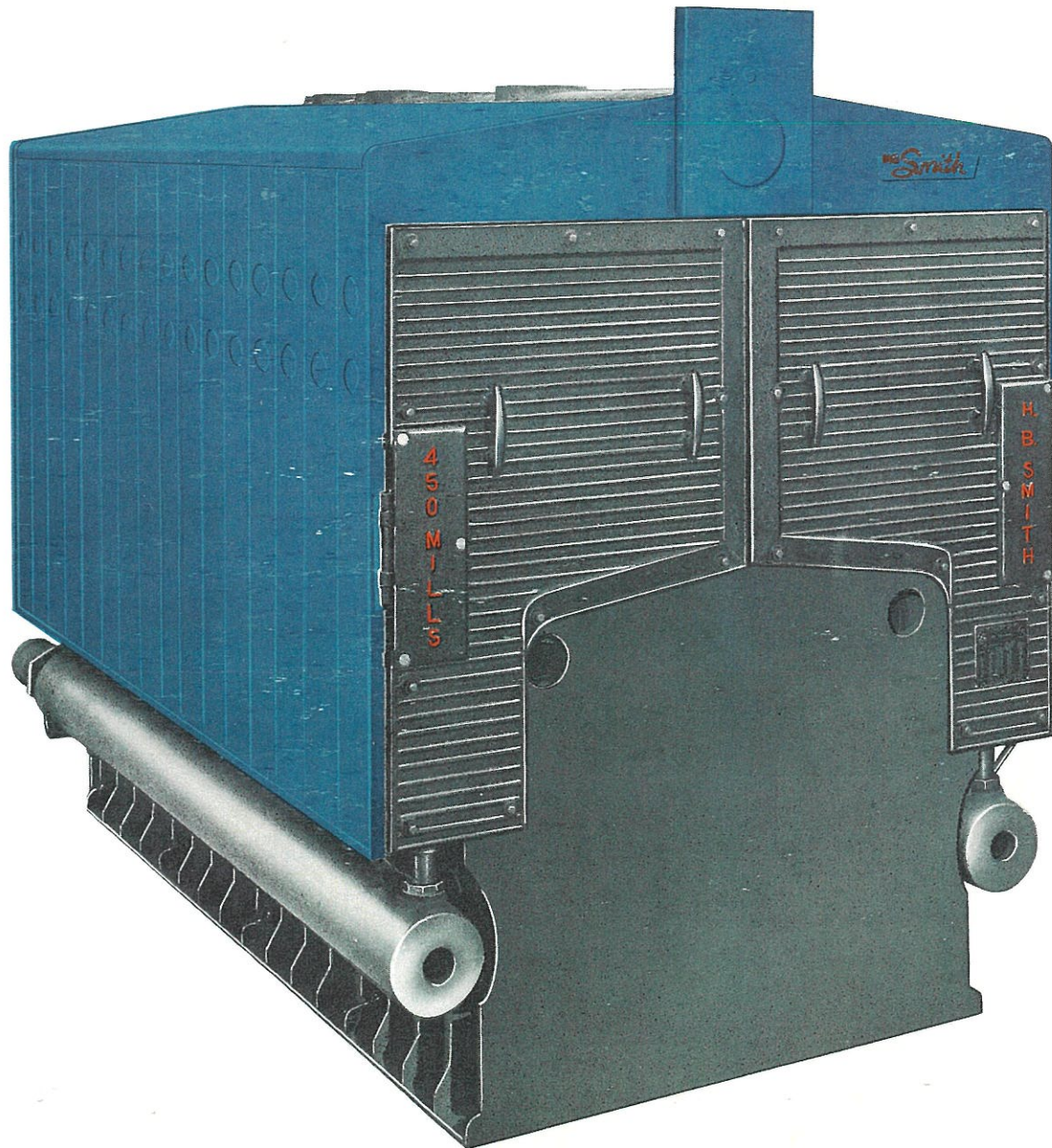


# THE H. B. SMITH MILLS "450L"

OIL OR GAS FIRED WATER TUBE BOILER



IBR OUTPUT  
GROSS RATING  
FROM 1584 MBH TO  
4540 MBH



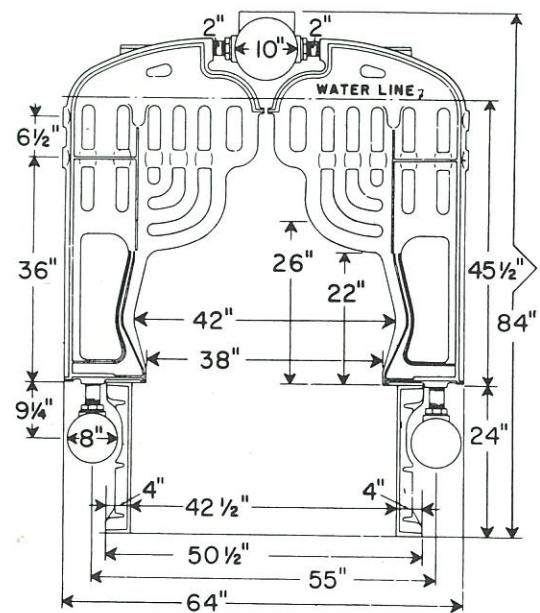
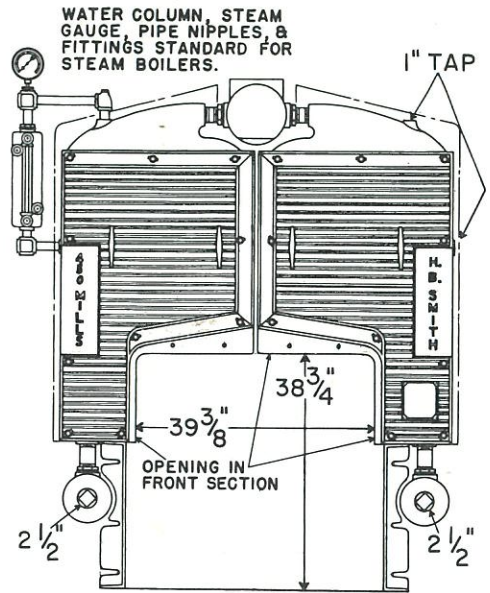
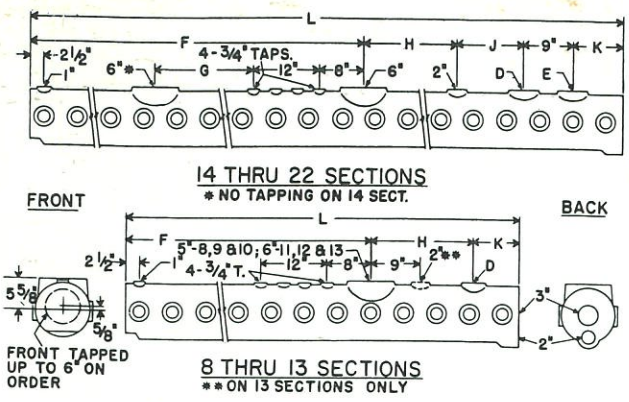
FOR SCHOOLS, INSTITUTIONS,  
COMMERCIAL BUILDINGS





# "450L" MILLS

## CAST IRON WATER TUBE BOILER



268 GALLONS OF WATER IN BOILER ; OPERATING PRESSURE 5 PSI

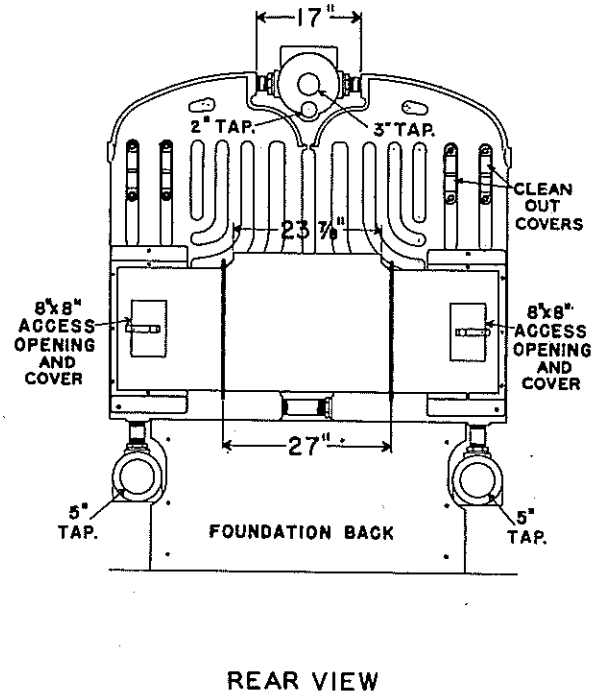
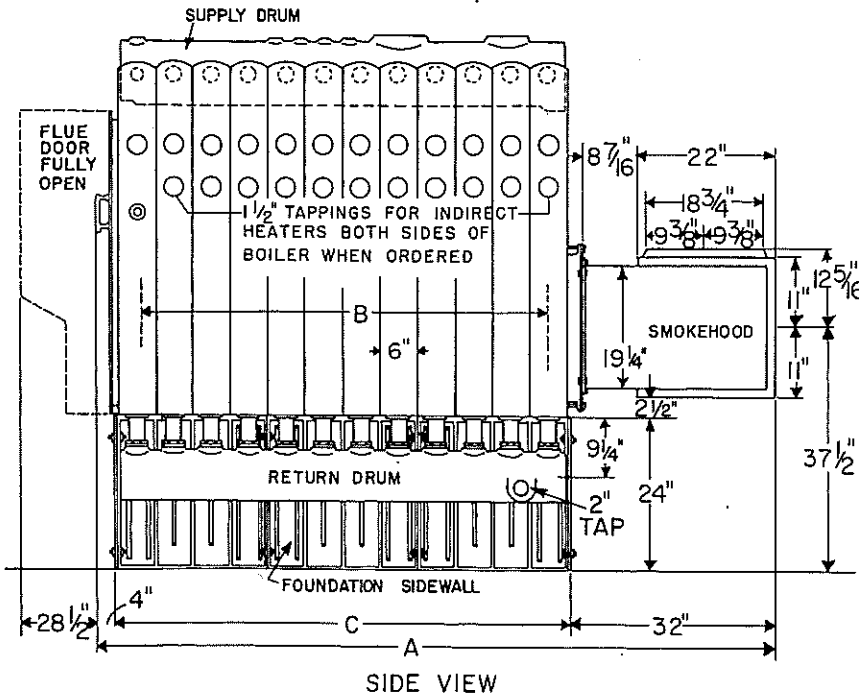
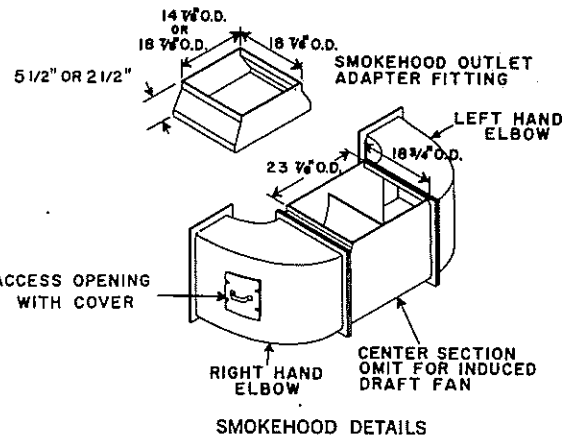
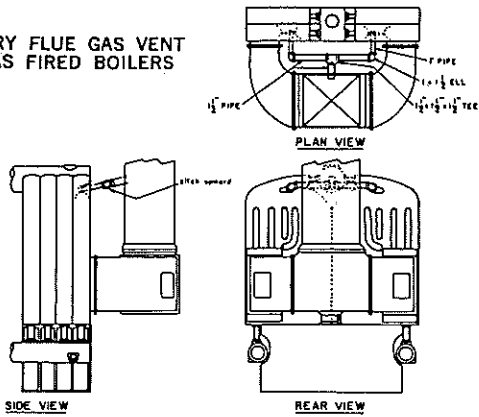
450 MILLS LO-SET BOILER      ALL BOILERS HYDROSTATICALLY TESTED - A.S.M.E. STANDARD

Boiler Number	Boiler Horse-Power	Gross I=B=R Output MBH	NET I=B=R RATING			I=B=R Burner Capacity		I=B=R Chimney † Size		Inside Dim of Rectang Smoke Pipe To Fit Over Smokehood Outlet Inches
			Sq. Ft. Steam	Btuh		GPH †† Heavy Oil	MBTU Gas	Size Inches	Height Feet	
				Steam **	Water					
450L*-8	47.3	1584	5060	1,214,700	1,377,400	13.15	1973	16" x 20"	25'	15" x 19"
450L*-9	53.6	1796	5795	1,391,200	1,561,700	14.80	2220	16" x 20"	26'	15" x 19"
450L*-10	59.9	2008	6495	1,559,000	1,746,100	16.45	2468	20" x 20"	27'	15" x 19"
450L*-11	66.2	2216	7170	1,720,500	1,927,000	18.10	2715	20" x 20"	28'	15" x 19"
450L*-12	72.5	2428	7855	1,885,100	2,111,300	19.70	2955	20" x 20"	29'	15" x 19"
450L*-13	78.8	2640	8540	2,049,700	2,295,700	21.35	3203	24" x 20"	30'	19" x 19"
450L*-14	85.2	2852	9225	2,214,300	2,480,000	23.00	3450	24" x 20"	31'	19" x 19"
450L*-15	91.5	3064	9910	2,378,900	2,664,300	24.65	3698	24" x 20"	32'	19" x 19"
450L*-16	97.8	3270	10580	2,538,800	2,843,500	26.30	3945	24" x 24"	33'	19" x 19"
450L*-17	104.1	3480	11260	2,701,900	3,026,100	27.95	4193	24" x 24"	34'	24" x 19"
450L*-18	110.4	3700	11970	2,872,700	3,217,400	29.60	4440	24" x 24"	35'	24" x 19"
450L*-19	116.7	3910	12650	3,035,700	3,400,000	31.20	4680	24" x 24"	36'	24" x 19"
450L*-20	123.0	4120	13330	3,198,800	3,582,600	32.85	4928	28" x 24"	37'	24" x 19"
450L*-21	129.3	4330	14010	3,361,800	3,765,200	34.50	5175	28" x 24"	38'	24" x 19"
450L*-22	135.6	4540	14685	3,524,800	3,947,800	36.20	5430	28" x 24"	39'	24" x 19"

\* Insert S for Steam W for Water.  
 \*\* The Net I=B=R Steam Ratings shown are based on a piping and pickup allowance of 1.288 except 8 sect. (1.304) and 9 sect (1.291)  
 The Net I=B=R Water Ratings shown are based on an allowance of 1.15.  
 The manufacturer should be consulted before selecting a boiler for installations having unusual piping and pickup requirements, such as intermittent system operation, extensive piping systems, etc.  
 For forced hot water heating systems where the boiler and all the piping are within the area to be heated, the boiler may be selected on the basis of its Gross Output.

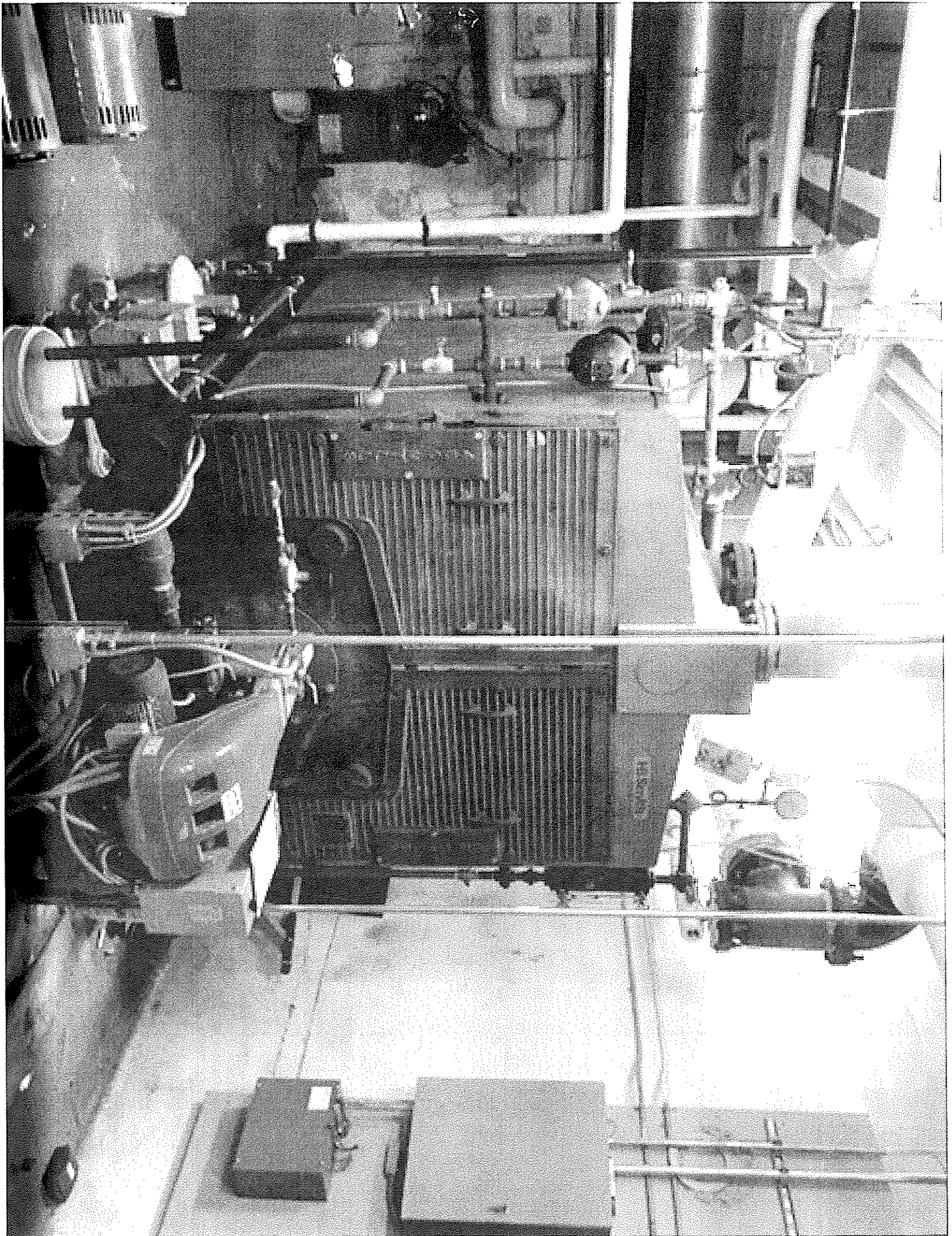


AUXILIARY FLUE GAS VENT FOR GAS FIRED BOILERS



Boiler Number	Heating Surface Sq. Ft.	Furnace Volume Above Base Cu. Ft.	Covering Surface Including Drums Sq. Ft.	LENGTH OVERALL A Inches			Length Firepot B Inches	Length Foundation C Inches	DIMENSIONS SUPPLY DRUM							
				Nat. Draft	Wing Fan	Whitty Fan			D	E	F	G	H	J	K	L
450L-*.8	285.7	29.43	70	82½	85	89¾	42	49	3	—	32½	—	8	—	7	47½
450L-*.9	322.3	33.54	77	88½	91	95¾	48	55	3	—	32½	—	14	—	7	53½
450L-*.10	358.3	37.64	84	94½	97	101¾	54	61	3	—	38½	—	14	—	7	59½
450L-*.11	395.0	41.75	91	100½	103	107¾	60	67	4	—	44½	—	12	—	9	65½
450L-*.12	431.0	45.86	98	106½	109	113¾	66	73	4	—	44½	—	18	—	9	71½
450L-*.13	467.7	49.96	105	112½	115	119¾	72	79	4	—	50½	—	18	—	9	77½
450L-*.14	502.7	54.07	112	118½	121	125¾	78	85	2	4	44½	—	12	9	9	83½
450L-*.15	540.3	58.18	119	124½	127	133¾	84	91	2	4	50½	7	12	9	9	89½
450L-*.16	576.3	62.28	126	130½	133	139¾	90	97	4	4	62½	10	9	9	6	95½
450L-*.17	613.0	66.39	133	136½	139	145¾	96	103	4	2	68½	16	9	9	6	101½
450L-*.18	649.0	70.50	140	142½	145	151¾	102	109	4	2	68½	16	12	12	6	107½
450L-*.19	685.0	74.60	147	148½	151	157¾	108	115	4	2	74½	22	12	12	6	113½
450L-*.20	721.0	78.71	154	154½	157	163¾	114	121	4	3	74½	22	17	12	7	119½
450L-*.21	757.7	82.82	161	160½	163	169¾	120	127	4	3	80½	28	17	12	7	125½
450L-*.22	794.4	86.92	168	166½	169	175¾	126	133	4	3	86½	34	17	12	7	131½









# THE H.B. SMITH CO., INC.

WESTFIELD, MASS.

## M480L MILLS BOILERS



1000 LBS. NET WT.

NO. BOILER	SQ. FT. STEAM	IBR NET RATING		IBR BURNER CAPACITY		VALVE CAPACITY *LB/HR.
		MBH STEAM	MBH WATER	HWY. OIL GAL/HR.	GAS MBH	
10	7,440	1785.7	2000.0	19.35	2903	3613
11	8,343	2003.1	2243.3	21.60	3240	3980
12	9,280	2220.3	2487.0	23.85	3578	4340
13	10,160	2437.9	2730.4	26.10	3915	4707
14	11,065	2655.3	2973.9	28.40	4260	5067
15	11,970	2872.7	3217.4	30.65	4597	5433
16	12,875	3090.1	3460.9	32.90	4935	5793
17	13,780	3307.5	3704.3	35.15	5273	6160
18	14,685	3524.9	3847.8	37.40	5610	6520
19	15,595	3742.3	4191.3	39.70	5953	6887
20	16,500	3959.6	4434.8	41.95	6293	7247
21	17,405	4177.0	4678.3	44.20	6630	7614
22	18,310	4394.4	4921.7	46.45	6968	7974

MAX. W.P. STEAM 15 PSI  
WATER 40 PSI

\*A.S.M.E. VALVE CAPACITY  
1000 WTU = 1 LB. STEAM

MEMBER THE HYDRONICS INSTITUTE





