



REQUEST FOR PROPOSALS

**Town of Suffield, Connecticut
Board of Education**

June 14, 2019

**Installation of Split System HVAC Systems
McAlister Intermediate School and AW Spaulding School
Suffield, CT 06078**

You are invited to submit a bid for installing Fujitsu Ductless AC Heat Units at McAlister Intermediate School (260 Mountain Road) and AW Spaulding School (945 Mountain Road).

The sealed bids will be received at the office of the Business Manager, Suffield Public Schools, 350 Mountain Rd., Suffield, CT 06078 until **10:00 AM on June 21, 2019**, at which time they will be publicly opened and read aloud. Proposals transmitted by facsimile will not be accepted. All proposals must be in a sealed envelope. Each envelope is to be marked on the front with the name of the project, **Installation of Split System HVAC Systems**, and the proposer.

A pre-bid meeting will be held at McAlister Intermediate School (260 Mountain Road, Suffield, CT 06078) at **10:00 AM on Tuesday June 18, 2019**. This pre-bid meeting is NOT mandatory. Any questions should be directed to Bill Hoff, School Business Manager, at 860-668-3202 or by email at bhoff@suffield.org.

No proposal will be accepted after the time set for the openings of proposals and no proposer may withdraw his proposal within 120 days of opening thereof. The Town of Suffield Board of Education reserves the right to waive any informality or to reject any or all proposals when such action is deemed in the best interest of the Town.

Non-discrimination in Employment: Proposers on this auction will be required to comply with the President's Executive Order No. 112246.

Information for Proposers

1. TAX EXEMPTION – Purchase of materials for this project are exempt from Connecticut sales tax.
2. PROPOSAL BOND- No proposal bond is required for this project.
3. PRE-BID MEETING – There will be a **non-mandatory** pre-proposal meeting at McAlister Intermediate School at 260 Mountain Road, Suffield, CT 06078 at **10:00 AM on Tuesday June 18, 2018**. Any questions should be directed to Bill Hoff at 860-668-3202 or by email at bhoff@suffield.org.
4. QUALIFICATION OF BIDDERS- The Town may make such investigations as it deems necessary to determine the ability of the proposer to perform the work and the proposer shall provide the Town with any information requested for this purpose. The Town reserves the right to reject any proposal if the investigation of such proposer indicates that the proposer is not qualified to complete the project or has previously failed to properly perform or complete on time any contract.
5. RIGHT TO REJECT PROPOSAL- The Town reserves the right to reject any or all proposals. Any proposal which contains any omissions, alterations of form, additions or alternates not called for, erasures or corrections, or any irregularities may be disregarded or rejected as improper except that the Town may waive any defects or irregularities. **Any proposals that are submitted or received after the scheduled closing time for receipt of proposals will be rejected.** The Town of Suffield reserves the right to waive any informality or to reject any or all bids when such action is deemed in the best interest of the Town.
6. ACCEPTANCE AND AWARD OF CONTRACT- Acceptance of proposal will be by notice in writing signed by the Superintendent of Schools and mailed to the address designated in the proposal form.
7. INSURANCE- The Town will not enter into Agreement with the Contractor for any work under this project until required insurance as detailed under SPECIAL CONDITIONS has been obtained and the Town has received certificates of insurance, nor shall the Contractor permit any subcontractors to commence work until similar insurance has been obtained and the Town has received certificates of insurance. All policies shall hold harmless the Town of Suffield and the Town and its agents shall be named additional insured. Each insurance certificate shall contain a statement by the insurance carrier not to cancel the policy except upon (30) days notice to the Town.
8. FAILURE TO EXECUTE CONTRACT- If the successful proposer fails to execute the contract within twenty (20) days after the mailing of the Notice of Award of the Contract, and then the Contractor shall be deemed to have refused to enter into the contract and to have waived all claims to the work. The Town shall then have the right to contract with the next acceptable proposer to perform the work under this contract.
9. WAGE RATES- The Town has determined that the State Prevailing Wage rates do not apply for this project. The Town reserves the right to alter this determination after review of the bids.

PROJECT SPECIFICATIONS SPLIT SYSTEM HVAC INSTALLATION

Work Description

Installation of heat pump/condenser units to provide AC to various classrooms at up to three school locations. Each unit will serve a single room. Price to include new A/C piping entering the building and connection to a wall unit in the classroom. Also include installation of condensate pumps with emergency shut off switches at the indoor unit to shut the system down if a condensate drain problem occurs.

Line voltage electrical is not to be included in the price. This electrical work will be done by others.

Unit pricing must be provided for the models below. Pricing must be for the units specified. We will not accept alternates.

Unit A

2.5 Ton Fujitsu A/C Heat Pump Condenser Model M#AOU30RLXB

2.5 Ton Fujitsu A/C Wall Unit Model M#ASU30RLXB

Unit B

3.0 Ton Fujitsu A/C Heat Pump Condenser Model M#AOU36RLXB

3.0 Ton Fujitsu A/C Wall Unit Model M#ASU36RLXB

**BID FORM
SUFFIELD PUBLIC SCHOOLS
SPLIT SYSTEM HVAC INSTALLATION
JUNE 21, 2019**

**Business Manager
Suffield Public Schools
350 Mountain Road
Suffield, CT 06078**

The undersigned declares he has carefully examined the Bid Package and location of work for the above referenced project and proposes the following work in accordance with all requirements of the Bid Package at the following cost:

Unit A

2.5 Ton Fujitsu A/C Heat Pump Condenser Model M#AOU30RLXB
2.5 Ton Fujitsu A/C Wall Unit Model M#ASU30RLXB

Installed Price Per Unit

Single Unit _____

Two to Four Units _____

Five or More Units _____

Unit B

3.0 Ton Fujitsu A/C Heat Pump Condenser Model M#AOU36RLXB
3.0 Ton Fujitsu A/C Wall Unit Model M#ASU36RLXB

Installed Price Per Unit

Single Unit _____

Two Units _____

The above price includes the cost of all work to complete the project whether specifically stated or not excluding electrical work.

The undersigned certifies that he has not colluded with any individual or firm which has a competitive interest in responding to this Bid.

Name of Firm: _____

Mailing Address: _____

Phone Number: _____ Fax Number: _____

Signature of Proposer: _____ Title: _____

Name and Title (typewritten): _____

Two References (with phone numbers):

Municipality or Company: _____

Contact Person/Phone No. _____

Municipality or Company: _____

Contact Person/Phone No.: _____

Bid response must include NON-COLLUSIVE/NON-CONFLICT AFFIDAVIT and AFFIRMATIVE ACTION/EEO AFFIDAVIT.

SPECIAL CONDITIONS

1. TIME FOR COMPLETION – This project is to be completed prior to August 25, 2019.
2. PERMITS – A building permit is required for this project. It will be the contractor's responsibility to obtain the permit and final payment will not be made until permit is closed.
3. COORDINATION AND SCHEDULING OF WORK – Since some of the work under this project may occur during school operations, the work must be coordinated with the Director of Facilities for Suffield Public Schools.
4. WORKER'S COMPENSATION – The Contractor shall also carry Worker's Compensation Insurance as required by the State of Connecticut for all employees engaged in this project. Sub-Contractors hired by the Contractor shall comply with this requirement unless their employees are covered by the protection of the Contractor's Workers Compensation insurance and the certificate of insurance furnished by the Contractor so stipulates.
5. The Contractor, Consultant, or Vendor agrees that this contract or purchase order and the actions of the Contractor, Consultants, or Vendors are subject to the provisions of the Suffield Code of Ethics as contained in the Town Ordinances.
6. Should the Contractor, Consultant, or Vendor be found by the Suffield Ethics Commission to have violated the Code, the Town may terminate this contract and take such other action as the Town may have at law or in equity.
7. The Contractor shall incorporate the above paragraphs into any sub-contracts or purchase orders.
8. Contractors signature on this contract, or the Vendors order acknowledgement, acknowledge receipt and review of the Suffield Code of Ethics.
9. Contractors, Consultants, and Vendors shall be responsible for disclosing interests and relationships that could be perceived as a possible conflict of interest under the Suffield Code of Ethics.
10. Contractor is responsible for all code compliance.
11. The Town shall not be responsible for any expenses incurred by the organization in preparing and submitting a qualification statement. All qualification statements shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
12. Contractor is responsible for Compliance with all applicable bidding requirements (See Compliance With Laws Addendum).

13. **SCHEDULE OF INSURANCE:**

- **Commercial General Liability:**

Combined Single Limit \$ 1,000,000 each occurrence
 \$ 2,000,000 general aggregate

 \$ 2,000,000 product/completed operations aggregate
 \$ 1,000,000 personal & advertising injury
 \$ 300,000 damage to rented premises each occurrence
 \$ 10,000 medical expenses

- **Business Automotive Liability:**

Combined Single Limit \$ 1,000,000 each accident

- **Workers Compensation/Employer Liability:**

\$100,000/\$500,000/\$100,000

- **Umbrella Liability:** \$ 5,000,000 each occurrence
 \$ 5,000,000 aggregate

Acord Certificates of Liability Insurance – Form ACORD 25 (2001/08)

The Town of Suffield is included as additional insured as respects the insured's general liability operations for this contract.

NOTE: If an Umbrella Policy or Excess Liability Policy is used to meet the minimum limits, it must be at least as broad in coverage as the underlying. Any exceptions should be listed.

COMPLIANCE WITH LAWS ADDENDUM AND AFFIDAVITS

1. Non-Discrimination and Affirmative Action –

Respondent, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Respondent that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Respondent further agrees that this article, (and any additional provisions required by law), will be incorporated by Respondent in all contracts entered into in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents, purchase orders, lease and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1), definition of Physically Disabled (46a-51 (15), definition of Mentally Retarded (46a-51- 13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.

2. Executive Orders –

The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14

of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

3. Connecticut's Prevailing Wage Law Provision –

If applicable, the contractor must be in full compliance with CGS Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State, CGS Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable.

**NON-COLLUSIVE/NON-CONFLICT AFFIDAVIT OF RESPONDENTS FOR
SPLIT SYSTEM HVAC INSTALLATION**

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

1. the bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

2. the contents of the bid have not been communicated by the bidder and its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid;

3. no Selectman or other officer or employee or person whose salary is payable in whole or in part from the Town of Suffield, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof; and

4. he/she has read the Suffield Code of Ethics, set forth by the Town of Suffield, which is available on the Town website and he/she agrees on his/her behalf and on the behalf of his/her firm/company that he/she nor his/her firm/company are in violation of the Code with respect to this bid.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Suffield to consider the bid and make an award in accordance therewith.

Subscribed and sworn to me _____

This _____ day of _____, 2019.

Legal Name of Bidder: _____

Business Name: _____

Business Address: _____

My Commission Expires _____

Notary Public Date: _____

AFFIRMATIVE ACTION/EEO AFFIDAVIT

FOR RFQ HR1 – 1819

Concerning Equal Employment Opportunities and/or Affirmative Action Policy

12. I/we, the respondent, certify to the TOWN OF SUFFIELD that:

1. I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order Three).
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we have developed and maintain written affirmative action programs.
5. I/we list job openings with federal and state employment services.
6. I/we attempt to employ and advance in employment qualified handicapped individuals.
7. I/we are in compliance with the Americans with Disabilities Act.
8. I/we (check one)

_____ Have an Affirmative Action Program, or

_____ Employ 10 people or fewer

Legal Name of Bidder

(Signature)

Bidder's Representative _____

Duly Authorized _____