

**BID PACKAGE  
HVAC SERVICES  
AVON, CT**

February 6, 2015

INVITATION FOR BID  
GENERAL SPECIFICATIONS  
BID FORM  
STANDARD INSTRUCTIONS  
NON-COLLUSION AFFIDAVIT  
AGREEMENT (SAMPLE)

Kim Schlosser  
Purchasing Agent  
34 Simsbury Road  
Avon, CT 06001

**INVITATION FOR BID  
HVAC SERVICES  
AVON, CT**

One (1) original and two (2) copies of sealed bids for the above named project will be submitted to the Board of Education, 34 Simsbury Road, Avon, CT 06001 on March 4, 2015 at 9:00 am. They will be publicly opened and read aloud.

The Board of Education reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Board of Education.

Addenda may be issued from time-to-time.

Bids must be held firm and may not be withdrawn for ninety (90) days after the bid opening.

Kim Schlosser  
Purchasing Agent  
Board of Education

**HVAC SERVICES**  
**GENERAL SPECIFICATIONS**

**SCOPE OF WORK**

The Board of Education is soliciting bids to provide HVAC services during calendar year 2015 including a licensed HVAC tradesman on an as-needed basis for work in six school locations.

Interested bidders are asked to submit on hourly labor rate for:

1. A licensed HVAC tradesman
2. A tradesman's helper (non-licensed)

School projects may include preventive maintenance, normal trouble shooting and repairs, providing the HVAC trade work for larger municipal projects and other needs from time-to-time.

Supplies and equipment are excluded from this proposal. For individual projects, the cost of supplies and materials will be discussed beforehand with the Director of Facilities.

**BID FORM  
HVAC SERVICES  
34 Simsbury Road  
Avon, CT 06001**

**2/6/15**

BID of \_\_\_\_\_ (hereinafter called "BIDDER", a corporation or limited liability company organized and existing under the laws of the State of \_\_\_\_\_, a partnership, or an individual doing business as: \_\_\_\_\_) \* shall provide HVAC Services during 2015 in accordance with the rates listed below:

1. Licensed HVAC Tradesman \$ \_\_\_\_\_ per hour
2. Tradesman's Helper (non-licensed) \$ \_\_\_\_\_ per hour

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

The undersigned submits this Bid without collusion with any other person, firm or individual.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(print or type)

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**HVAC SERVICES**  
**STANDARD INSTRUCTIONS TO BIDDERS**

1. KEY EVENT DATES

Invitation for Bid Issued	February 6, 2015
Public Bid Opening	March 4, 2015 – 9:00 am
Bid Awarded	Within 90 Days
Commencement of Work	Within ten (10) calendar days of Notice to Proceed

2. OBTAINING BID DOCUMENTS

Specifications and bidding documents may be obtained from the Board of Education, 34 Simsbury Road, Avon CT, or from the Board of Education's website at: [www.avon.k12.ct.us](http://www.avon.k12.ct.us) under District then Request for Proposal.

3. BID SUBMISSION INSTRUCTIONS

- A. One (1) original and two (2) copies of all bids must be submitted in a sealed envelope clearly marked "Sealed Bid for Board of Education – HVAC SERVICES". If forwarded by mail or courier, the sealed envelope must be addressed to "Peter Gaski, Board of Education, 34 Simsbury Road, Avon, Connecticut 06001". Bids must be at the office of the Board of Education prior to the time the first bid is scheduled to be publicly opened. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first bid is publicly opened will NOT be accepted.
- B. Ditto marks or words such as "SAME" on the Bid is considered writing and must not be used.
- C. All information must be submitted in blue ink or typewritten. Errors, alterations or corrections on both the original and all required copies must be initialed by the person signing the bid.
- D. Bids are considered valid for ninety (90) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) days after bid(s) are opened.
- E. An authorized person representing the legal entity of the bidder must sign bids.
- F. The inability to meet any specified requirements(s) must be stated in writing and attached to the bid form, or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation for Bid have been accepted.
- G. The Board of Education reserves the right to waive any minor informality in a bid when such a waiver is deemed to be in its best interest to do so.

4. QUESTIONS

Any questions on the Board of Education's locations should be directed to: Peter Gaski, 860-404-4789.

**HVAC SERVICES**  
**STANDARD INSTRUCTIONS TO BIDDERS**

However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded to either by email to [pgaski@avon.k12.ct.us](mailto:pgaski@avon.k12.ct.us) - fax: (860) 404-4704, or by mail: Building and Grounds Department, Board of Education, 34 Simsbury Road, Avon, CT 06001. To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of bids.

The Board of Education will arrange as addenda, if necessary, which shall be made a part of this Invitation for Bid and the resulting contract, all questions received as above provided and decisions regarding each.

5. PRESUMPTION OF BIDDER BEING FULLY INFORMED

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

6. INTERPRETATION OF ACCEPTABLE WORK

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Board of Education. The Board of Education will issue any substantive changes or interpretations in writing as an addendum.

7. TAX EXEMPTIONS

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

8. INSURANCE

The bidder awarded this bid must provide a current Certificate of Insurance to the Assistant to the Board of Education Manager PRIOR to commencement of work, with the following requirements:

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

**HVAC SERVICES**  
**STANDARD INSTRUCTIONS TO BIDDERS**

- c. Worker's Compensation, as required by Connecticut State statutes.
- d. The "Board of Education" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- e. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A: VII.
- f. It is desired by the Board of Education that all insurance not be cancelled or modified without thirty (30) days written notice by registered U.S. Mail to: Board of Education, Business Office, 34 Simsbury Road, Avon, Connecticut 06001.
- g. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.

9. AWARDING THE BID

The Board of Education reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Board of Education.

Consideration to award the contract for the Services is given to a) Contractors with experience in providing these services, b) Contractors who have a fleet of vehicles to support such services, c) Contractors who are able to provide substitute equipment in the event of vehicle breakdown, and d) Contractors who are able to demonstrate a track record in the delivery of services with the submittal of valid references.

The lowest priced bid is NOT the sole determining factor when awarding this bid, as the Board of Education reserves the right to negotiate with the bidder that is preliminarily selected. That bidder is the person or firm who is qualified and competent to do the work, whose past performance of work is satisfactory to the Board of Education and whose bid documents comply with the procedural requirements stated herein.

10. REJECTION AND/OR CANCELLATION OF BIDS

The Board of Education reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest.

11. BID BOND

A Bid Bond is not required with this bid.

12. PERFORMANCE BOND

A Performance Bond is not required with this bid.

**HVAC SERVICES**  
**STANDARD INSTRUCTIONS TO BIDDERS**

13. AGREEMENT DOCUMENTS

The Agreement Documents are defined as:

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

**END OF STANDARD INSTRUCTIONS TO BIDDERS**

**NON-COLLUSION AFFIDAVIT OF BIDDER**

**NON-COLLUSION AFFIDAVIT OF BIDDER**

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

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

(Signed) \_\_\_\_\_  
(Name of Bidder)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Title

My Commission expires \_\_\_\_\_, 20\_\_

## HVAC SERVICES AGREEMENT

This \_\_\_\_\_ Agreement (the "Agreement") is entered into the \_\_\_\_ day of \_\_\_\_, \_\_\_\_ ("Effective Date") by and between the Board of Education, a political subdivision of the State of Connecticut (the "Board of Education") and \_\_\_\_\_ corporation located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Contractor").

WHEREAS, the Board of Education has issued an Invitation for Bid (the "IFB") for \_\_\_\_\_ the Board of Education to be performed at various locations in Avon, Connecticut (the "Premises"); and

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

WHEREAS, Contractor submitted its Bid to the Board of Education on \_\_\_\_\_ for the Work in accordance with the requirements and specifications of the IFB; and

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

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

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

5. Term. The term of this Agreement shall commence on March 2, 2015 and be in effect until December 31, 2015. Work to be performed at the prices stated in the Bid Form. The Contractor shall not start the Work prior to having received a notification to proceed from the Board of Education.

6. Payment. The Board of Education will pay the Contractor for work completed based upon the unit prices specified on the Bid Form.

7. Insurance. The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in Section 10 of the Standard Instructions to Bidders, by a company or companies authorized to do business in Connecticut. The Company shall provide Certificates of Insurance specifying such coverage and naming the Board of Education as additional insured prior to the start of the work.

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

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

- (i) The Agreement;
- (ii) The IFB, including the General Specifications;
- (iii) Addenda issued prior to the execution of this Agreement or modifications issued after the execution of this Agreement;
- (iv) The Vendor's Bid Submission.

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

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

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

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

14. Change Orders, Price Modifications, and Other Amendments. The Board of Education shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Board of Education. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Board of Education. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.

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

16. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

**THE BOARD OF EDUCATION**

By \_\_\_\_\_  
John H. Spang, Jr.  
Assistant Superintendent for Finance  
& Operations

**COMPANY**

By \_\_\_\_\_

