



TOWN OF CANTON
FOUR MARKET STREET
P.O. BOX 168
COLLINSVILLE, CONNECTICUT 06022-0168
OFFICE OF THE CHIEF ADMINISTRATIVE OFFICE

June 30, 2017

Mr. Scott G. Demi
Vice President, NEEC
#1A East Haddam Industrial Park
East Haddam, CT 06423

RE: HVAC Contract – Town of Canton

Dear Mr. Demi,

Attached are two signed agreements for HVAC Maintenance Services. Please sign both and return one to my office.

Please do not hesitate to contact me if you have any questions or concerns. We look forward to working with you for the next three years.

Sincerely,

A handwritten signature in black ink, appearing to read "R. H. Skinner", is written over a horizontal line.

Robert H. Skinner

Enclosed – HVAC Maintenance Service Agreement

HVAC MAINTENANCE SERVICE AGREEMENT

This HVAC Maintenance Service Contract (the "Contract") is entered into the 1st day of July, 2017 ("Effective Date") by and between the Town of Canton, a political subdivision of the State of Connecticut, (the "Town") and New England Energy Controls, whose principal office is located at #1A East Haddam Industrial Park, East Haddam, CT 06423 (the "Contractor").

WHEREAS, the Town has issued a Request for Bids (the "IFB") for Contracted HVAC Maintenance Service (the "Work"); and

WHEREAS, Contractor submitted a Bid to the Town, dated March 24, 2017 (the "Bid"); and

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

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

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in Section 2 below.
2. Contract Documents. The Contract Documents include the following:
 - (i) The Contract;
 - (ii) The IFB, including the Standard Instructions to Bidders, Required Contract Terms, and Specifications;
 - (ii) Any addenda or modifications to the IFB issued prior to opening of IFB or agreed to by the parties after opening but prior to Contract execution; and
 - (iv) The Bid submitted by the Contractor.

In the event of a conflict or inconsistency between or among the Contract, the IFB and/or the Bid, this Contract shall have the highest priority, the IFB the second priority, and the Bid the third priority.

3. Incorporation of Required Contract Terms. Without limiting the foregoing, **this Contract incorporates by reference all of the Required Contract Terms set forth in the IFB**, which shall be deemed as fully as part of this Contract as if they were set forth in their entirety in this Contract.

4. Term of Contract; Commencement of Work. Unless earlier terminated as provided in Section 6 below, the term of the Contract shall commence on the Effective Date of the Contract

and be in effect until June 30, 2021. However, the Contractor shall not start the Work prior to having received a notification to proceed from the Town.

5. Contract Payments. The Town will pay the Contractor for work completed in accordance with Section 4 of the Required Contract Terms of the IFB and the Price Bid contained in the Bid Form of the IFB

6. Failure to Perform by Contractor. If the Contractor fails to perform this Contract in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Contract in default and enter into an agreement with another person to perform the Work. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new price over the price in the Contract Documents, both pro-rated to the period of time covered by the unexpired term of the Contract at the time of default, plus any legal or other costs incurred by the Town in terminating the Contract and securing a new contractor.

7. If the Town does not budget funds in sufficient amounts to pay for the continuation of Contract in years subsequent to the first year of the Contract, the Town may terminate the Contract at the end of the last year for which funding has been approved and the Town shall have no obligation or liability to the Contractor for the unfunded year or years.

8. Change Orders, Price Modifications, and Other Amendments. The Town 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 Town. The Contractor shall compute the effect of the change order upon the Contract price, subject to review and acceptance by the Town.

9. Entire Contract. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.


10. Amendments. The Contract may not be altered or amended except by a written agreement executed by both parties.

11. Execution. The Contract 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. The Contract shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile or other electronic means) to each of the parties.

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

THE TOWN OF CANTON

C. hardi
[Witness] Clavdia Narki
Executive Assistant to CAO

By 
Robert Skinner
Chief Administrative Officer

[COMPANY NAME]

[Witness]

By _____
Its _____

TOWNS OF CANTON & AVON, CONNECTICUT
CONTRACTED HVAC MAINTENANCE SERVICES
INVITATION FOR BID 3/3/2017 – ADDENDUM THREE (3)

Date: March 27, 2017

This addendum is issued in response to questions raised by interested vendors at the Town of Canton, Board Of Education facilities walkthrough on March 17, 2017. A revised copy of the Specifications and Bid Form is provided. New information or modified equipment/maintenance information is noted in bold italics.

Q1: A question was raised regarding the timing of the bid opening with regard to the questions raised at the walkthrough.

Answer: The Town has extended the Bid Due Date to **Wednesday, April 5, 2017 at 2:00 PM.**

Q2: Are there a list of Filter and Belt sizes?

Answer: Town of Canton, no list of filters/belts. Town of Avon, list of filter sizes (listed in IFB), no belts.

Q3: The Town of Canton, Town Hall existing cooling tower has several leaks, is work to fix existing problems part of PM contract?

Answer: No

Please note that all other terms and conditions appearing in the original Invitation for Bid remain unchanged. Vendors are asked to sign, date and return this sheet **along with their Bid** in order to verify their receipt of this addendum prior to the submission deadline. Please fill out all sections below in order to ensure that your response is considered complete.

Name: Scott G. Demi Scott G. Demi 4/5/17
Title: Vice President/Owner
Company: New England Energy Controls Inc.
Address: #1A East Haddam Industrial Park
East Haddam CT 06423
City: East Haddam **State:** CT **Zip Code:** 06423
Telephone: (860) 573-9999
Date: 4/5/17
E-mail: sdemi@neeccontrols.com

Canton News

3/24/2017 - CONTRACTED HVAC MAINTENANCE SERVICES INVITATION FOR BID
3/3/2017 - ADDENDUM TWO (2)

TOWNS OF CANTON & AVON, CONNECTICUT

CONTRACTED HVAC MAINTENANCE SERVICES

INVITATION FOR BID 3/3/2017 - ADDENDUM TWO (2)

Date: March 24, 2017

1. This addendum is issued to alert vendors that the Bid Closing Time has been changed to Wednesday, April 5, 2017 at 2:00 PM

Please note that all other terms and conditions appearing in the original Invitation for Bid remain unchanged.

Archives

Scott St. Denis 4/5/17

Canton News

3/15/2017 - CONTRACTED HVAC MAINTENANCE SERVICES INVITATION FOR BID
3/3/2017 - ADDENDUM ONE (1)

TOWNS OF CANTON & AVON, CONNECTICUT

**CONTRACTED HVAC MAINTENANCE SERVICES
INVITATION FOR BID 3/3/2017 - ADDENDUM ONE (1)**

Date: March 15, 2017

1. This addendum is issued to alert vendors that due to the inclement weather the walkthrough of the Town of Canton facilities scheduled to take place at 8:00 A.M. on March 15, 2017 has been postponed until 8:00 A.M. on March 17, 2017. The walkthrough will begin at the Canton Town Hall - Lower Level, 4 Market Street, Collinsville, CT 06019.

2. This addendum is issued to alert vendors that due to the inclement weather the walkthrough of the Town of Avon facilities scheduled to take place at 9:00 AM on March 16, 2017 has been postponed until 9:00 AM on March 21, 2017. The walkthrough will begin at the Avon Town Hall, Building One - Avon Room (lower level), 60 West Main Street, Avon, CT 06001.

Please note that all other terms and conditions appearing in the original Invitation for Bid remain unchanged.

Archives

 4/5/17

TOWNS OF CANTON & AVON, CONNECTICUT
BID FORM
CONTRACTED HVAC MAINTENANCE SERVICES

BIDDER'S FULL LEGAL NAME:

New England Energy Controls Inc.

PRICE BID

Pursuant to and in full compliance with the IFB, the undersigned bidder, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the IFB, including any addenda, hereby offers and agrees as follows:

To provide the products and/or services specified in, and upon the terms and conditions of, the IFB for the total **three year** sum of One hundred and one thousand Six Hundred /100 Dollars (write out in words) (\$ 101,690.00). ninety dollars

Option year sum of Thirty five thousand five hundred /100 Dollars (write out in words) (\$ 35,530.00). thirty dollars

Under no circumstances should respondents include extraneous fees on this form.

ACKNOWLEDGEMENT

In submitting this Bid Form, the undersigned bidder acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed products and/or services called for in the IFB. Except as otherwise expressly stated in the IFB, no additional payment of any kind will be made for the products and/or services called for in the IFB.

TOWN OF CANTON

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
CANTON POLICE DEPT.:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 1120. -
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 1120. -
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 1120. -
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 1320. -

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
CANTON LIBRARY / COMMUNITY CENTER:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 3240. -
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 3240. -
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 3240. -
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 3240. -

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
CANTON TOWN HALL:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 2700. -
Total annual service fee 7/01/2018 through 6/30/2019	\$ 2700. -
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 2700. -
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 2700. -

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
CANTON HIGHWAY DEPARTMENT GARAGE:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 200. -
Total annual service fee 7/01/2018 through 6/30/2019	\$ n/a
Total annual service fee for 7/01/2019 through 6/30/2020	\$ n/a
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ n/a

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
CANTON COLLINSVILLE FIRE STATION:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 310. -
Total annual service fee 7/01/2018 through 6/30/2019	\$ 310. -
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 310. -
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 310. -

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
CANTON NORTH CANTON FIRE STATION:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 430.-
Total annual service fee 7/01/2018 through 6/30/2019	\$ 430.-
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 430.-
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 430.-

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
CANTON WATER POLLUTION CONTROL AUTHORITY:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 420.-
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 420.-
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 420.-
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 420.-

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
CANTON CHERRY BROOK SCHOOL:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 3030.-
Total annual service fee 7/01/2018 through 6/30/2019	\$ 3030.-
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 3030.-
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 3030.-

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
CANTON INTERMEDIATE SCHOOL:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 2740.-
Total annual service fee 7/01/2018 through 6/30/2019	\$ 2740.-
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 2740.-
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 2740.-

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
CANTON JR./SR. HIGH SCHOOL:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 3200.-
Total annual service fee 7/01/2018 through 6/30/2019	\$ 3200.-
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 3200.-
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 3200.-

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
CANTON BOARD OF EDUCATION OFFICES:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 380. -
Total annual service fee 7/01/2018 through 6/30/2019	\$ 380. -
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 380. -
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 380. -

**PROPOSED FEE FOR EMERGENCY HVAC MAINTENANCE SERVICES AT
ALL CANTON LOCATIONS MENTIONED ABOVE:**

Total emergency rate for 7/01/2017 through 6/30/2018	\$ 82. - per hour
Total emergency rate for 7/01/2018 through 6/30/2019	\$ 82. - per hour
Total emergency rate for 7/01/2019 through 6/30/2020	\$ 82. - per hour
Total emergency rate for 7/01/2020 through 6/30/2021 (opt.)	\$ 82. - per hour

**PROPOSED FEE FOR ADDITIONAL CHARGES NOT PART OF ROUTINE MAINTENANCE
ALL CANTON LOCATIONS MENTIONED ABOVE:**

	<u>7/01/2017 - 6/30/2018</u>	<u>7/01/2018 - 6/30/2019</u>	<u>7/01/2019 - 6/30/2020</u>	<u>7/01/2020 - 6/30/2021 (opt.)</u>
Parts/Material Overhead Profit	25 %	25 %	25 %	25 %
Truck & Trip Charge	\$ ___ /mile	\$ ___ /mile	\$ ___ /mile	\$ ___ /mile
Additional Mileage	\$ ___ /mile	\$ ___ /mile	\$ ___ /mile	\$ ___ /mile
Labor Rate (7:00 am-3:30 pm)	\$ 82. - /mile	\$ 82. - /mile	\$ 82. - /mile	\$ 82. - /mile
* Overtime Labor Rate	\$ 122.86 /mile	\$ 122.86 /mile	\$ 122.86 /mile	\$ 122.86 /mile

*Note: Overtime Rates may be applied to all emergency service calls on holidays and outside of normal business hours.

I acknowledge that I have read and understand the IFB to Provide Contracted HVAC Maintenance Services, and that I am both able and willing to meet the terms and conditions of this sample contract. I am aware that I am prohibited from including any extraneous fees on this fee Bid form.

Name & Title: Scott G. Demi Vice President
 Signature: [Handwritten Signature] Date: 3.24.17

TOWN OF AVON

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
AVON POLICE DEPARTMENT, BUILDING 3:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 1980. -
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 1980. -
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 1980. -
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 2120. -

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
AVON POLICE DEPARTMENT, BUILDING 4:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 980. -
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 980. -
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 980. -
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 1100. -

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
AVON POLICE DEPARTMENT, BUILDING 8:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 280. -
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 280. -
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 280. -
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 320. -

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
AVON PUBLIC LIBRARY:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 2540. -
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 2540. -
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 2540. -
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 2710. -

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
AVON TOWN HALL, BUILDING #1:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 980. -
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 980. -
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 980. -
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 1100.00

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
AVON TOWN HALL, BUILDING #2:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 560.-
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 560.-
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 560.-
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 590.-

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
AVON TOWN HALL, BUILDING #5:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 710.-
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 710.-
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 710.-
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 760.-

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
AVON TOWN HALL, BUILDING #6:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 980.-
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 980.-
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 980.-
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 1240.-

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
AVON TOWN HALL, BUILDING #7:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 710.-
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 710.-
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 710.-
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 760.-

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
AVON SENIOR CENTER:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 2210.-
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 2210.-
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 2210.-
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 2400.-

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
AVON COUNTRYSIDE PARK:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 420.-
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 420.-
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 420.-
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 480.-

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
AVON PUBLIC WORKS FACILITY:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 410.-
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 410.-
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 410.-
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 450.-

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
AVON RECYCLING CENTER:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 310.-
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 310.-
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 310.-
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 350.-

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
AVON FIRE COMPANY #1:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 730.-
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 730.-
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 730.-
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 780.-

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
AVON FIRE COMPANY #2:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 690.-
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 690.-
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 690.-
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 710.-

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
AVON FIRE COMPANY #3:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 780. -
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 780. -
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 780. -
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 810. -

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
AVON FIRE COMPANY #4:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 410. -
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 410. -
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 410. -
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 460. -

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT
AVON ANIMAL SHELTER:**

Total annual service fee for 7/01/2017 through 6/30/2018	\$ 580. -
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 580. -
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 580. -
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 620. -

**PROPOSED FEE FOR EMERGENCY HVAC MAINTENANCE SERVICES AT
ALL AVON LOCATIONS MENTIONED ABOVE:**

Total emergency rate for 7/01/2017 through 6/30/2018	\$ 82. - per hour
Total emergency rate for 7/01/2018 through 6/30/2019	\$ 82. - per hour
Total emergency rate for 7/01/2019 through 6/30/2020	\$ 82. - per hour
Total emergency rate for 7/01/2020 through 6/30/2021 (opt.)	\$ 84. - per hour

PROPOSED FEE FOR ADDITIONAL CHARGES NOT PART OF ROUTINE MAINTENANCE
ALL AVON LOCATIONS MENTIONED ABOVE:

	<u>7/01/2017 - 6/30/2018</u>	<u>7/01/2018 - 6/30/2019</u>	<u>7/01/2019 - 6/30/2020</u>	<u>7/01/2020 - 6/30/2021 (opt.)</u>
Parts/Material Overhead Profit	<u>25</u> %	<u>25</u> %	<u>25</u> %	<u>25</u> %
Truck & Trip Charge	\$ <u>—</u> /mile	\$ <u>—</u> /mile	\$ <u>—</u> /mile	\$ <u>—</u> /mile
Additional Mileage	\$ <u>—</u> /mile	\$ <u>—</u> /mile	\$ <u>—</u> /mile	\$ <u>—</u> /mile
Labor Rate (8:30 am-4:30 pm)	\$ <u>82.</u> - /mile	\$ <u>82.</u> - /mile	\$ <u>82.</u> - /mile	\$ <u>82.</u> - /mile
* Overtime Labor Rate	\$ <u>126.</u> - /mile	\$ <u>126.</u> - /mile	\$ <u>126.</u> - /mile	\$ <u>126.</u> - /mile

*Note: Overtime Rates may be applied to all emergency service calls on holidays and outside of normal business hours.

I acknowledge that I have read and understand the IFB to provide Contracted HVAC Maintenance Services, and that I am both able and willing to meet the terms and conditions of this sample contract. I am aware that I am prohibited from including any extraneous fees on this fee Bid form.

Name & Title: Scott G Dem: Vice President
 Signature: Scott G Dem Date: 3.24.17

5. Criminal Proceedings

Has the bidder or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the bidder or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of Bids or bids or the performance of work on public works projects or contracts?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such relationship.

7. No Conflict of Interest

Is the bidder aware of any personal or business relationship between a Town officer or employee and an officer, director, member, manager or partner of the bidder that could be regarded as creating a conflict of interest?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE BID. SUCH SIGNATURE CONSTITUTES THE BIDDER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE IFB, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY Scott G. Demi
(PRINT NAME)

TITLE: Vice President

Scott G. Demi
(SIGNATURE)

DATE: 3.24.17

END OF BID FORM

TOWNS OF CANTON & AVON, CONNECTICUT

BIDDER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the bidder's regular employees regularly in attendance to carry on the bidder's business in the Bidder's own name. An office maintained, occupied and used by a Bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a Bidder will not be considered a permanent place of business of the Bidder.

IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name

N/A

Street Address

Mailing Address (if different from Street Address)

Owner's Full Legal Name

Number of years engaged in business under sole proprietor or trade name

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?

Yes

No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Bidder's Full Legal Name

New England Energy Controls Inc.

Street Address

1A Matthews Dr. East Haddam, CT 06423

Mailing Address (if different from Street Address)

PO Box 463 East Haddam, CT 06423

Owner's Full Legal Name

David C. Carpenter (owner) Scott G. Demi (owner)

Number of years engaged in business

30 Incorporated in State of CT 3.11.87

Names of Current Officers

David C. Carpenter
President

Sherry Anderson
Secretary

Scott G. Demi
Chief Financial Officer

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?

Yes No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

1A Matthews Dr. East Haddam, CT 06423

IF A LIMITED LIABILITY COMPANY:

Bidder's Full Legal Name

N/A

Street Address

Mailing Address (if different from Street Address)

Owner's Full Legal Name

Number of years engaged in business

Names of Current Manager(s) and Member(s)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

(Attach additional sheets as necessary)

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?

Yes No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A PARTNERSHIP:

Bidder's Full Legal Name

N/A

Street Address

Mailing Address (if different from Street Address)

Owner's Full Legal Name

Number of years engaged in business

Names of Current Partners

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

(Attach additional sheets as necessary)

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Bidder's Full Legal Name

(print)

Name and Title of Bidder's Authorized Representative

(signature)

Bidder's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

TOWNS OF CANTON & AVON, CONNECTICUT

BIDDER'S NON COLLUSION AFFIDAVIT FORM

BID FOR:

The undersigned Bidder, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the Bid is genuine; it is not a collusive or sham Bid;
- (2) the Bidder developed the Bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the Bidder, its employees and agents have not communicated the contents of the Bid to any person not an employee or agent of the Bidder and will not communicate the Bid to any such person prior to the official opening of the Bid; and
- (4) no elected or appointed official or other officer or employee of the Towns of Canton and Avon is directly or indirectly interested in the Bidder's Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned Bidder further certifies that this affidavit is executed for the purpose of inducing the Towns of Canton and Avon to consider its Bid and make an award in accordance therewith.

New England Energy Controls Inc.
Legal Name of Bidder

Scott G. Demi
(signature)

Bidder's Representative, Duly Authorized

Scott G. Demi
Name of Bidder's Authorized Representative

Vice President
Title of Bidder's Authorized Representative

3.24.17
Date

Subscribed and sworn to before me this 24 day of March, 2017.

Sherry Anderson
Notary Public
My Commission Expires: 6.30.17

END OF NON COLLUSION AFFIDAVIT FORM

TOWNS OF CANTON & AVON, CONNECTICUT
CONTRACTED HVAC MAINTENANCE SERVICE
BIDDER'S STATEMENT OF REFERENCES FORM

Provide at least three (3) references:

1. BUSINESS NAME Town of Cheshire Dept. of Public Works
ADDRESS 84 South Main St.
CITY, STATE Cheshire, CT 06410
TELEPHONE: 203-410-2921
INDIVIDUAL CONTACT NAME AND POSITION Keith Baron

2. BUSINESS NAME State of Connecticut Military Dept.
ADDRESS 360 Broad St.
CITY, STATE Hartford, CT 06105
TELEPHONE: 860-913-5522
INDIVIDUAL CONTACT NAME AND POSITION John Mullen
(Building Superintendent)

3. BUSINESS NAME State of Connecticut Judicial Dept.
ADDRESS 90 Washington St.
CITY, STATE Hartford, CT 06106
TELEPHONE: 860-706-5266
INDIVIDUAL CONTACT NAME AND POSITION Vladimir Kubin
(Facilities)

END OF STATEMENT OF REFERENCES FORM