

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,

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 ("<u>Effective Date</u>") 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. <u>General.</u> The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in Section 2 below.
- 2. <u>Contract Documents.</u> 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. <u>Incorporation of Required Contract Terms</u>. 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 entirely in this Contract.
- 4. <u>Term of Contract: Commencement of Work.</u> 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. <u>Contract Payments</u>. 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. <u>Change Orders, Price Modifications, and Other Amendments.</u> 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. <u>Entire Contract</u>. 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. <u>Amendments.</u> 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
[Witness] Claudia Narri 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

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

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

The Town of Canton, Town Hall existing cooling tower has several leaks, is work to fix Q3: existing problems part of PM contract? No

Answer:

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.

	considered complete.
Name: Title:	Scott G. Deni Scott Street 4/5/1
Company: Address:	# IA East 4 All
Telephone: Date: E-mail :	City State Zip Code 1/5/17
tina∏ ;	Sdeni @ 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

 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.

Scott & Den: 4/5/17

Archives

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.

<u>Archives</u>

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:

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

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

<u>ACKNOWLEDGEMENT</u>

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 $\underline{ROUTINE}$ HVAC MAINTENANCE SERVICES AT $\underline{CANTON\ POLICE\ DEPT.:}$

Total onwell	
Total annual service fee for 7/01/2017 through 6/30/2018	\$ 11.20
Total allitual service fee for 7/01/2018 through 6/20/2010	\$ 1 20
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.)	\$1120
opt.)	\$ 1320 -
	The state of the s

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>CANTON LIBRARY / COMMUNITY CENTER:</u>

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Total annual service fee for 7/01/2017 through 6/30/2018 \$ 324/h =
Manual service fee for //01/2017 through 6/30/2019
Total annual service fee for 7/01/2018 through 6/30/2019 \$ 3240.—
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27 101 7/01/2019 through 6/30/2020 \$ 2 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
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10 1/2020 through 6/30/2021 (and) 6 - 21/5
3,3,30,2021 (0)1.) 3 32 40.

PROPOSED FEES FOR $\underline{ROUTINE}$ HVAC MAINTENANCE SERVICES AT $\underline{CANTON\ TOWN\ HALL}$:

Total annual service fee for 7/01/2017 through 6/30/2018 \$ 2700 -
Total annual \$ 2700 -
Total alimual service fee 7/01/2018 through 6/20/2010
Total annual service fee for 7/01/2019 through 6/30/2020 \$ 2700.
service ice for //01/2019 through 6/30/2020
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.) \$ → 700
5. rice jee joi //01/2020 through 6/30/2021 (ont.) \$ 7700 =
77.7 7 700

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>CANTON HIGHWAY DEPARTMENT GARAGE</u>;

Total annual service fee for 7/01/2017 through 6/30/2018	
Total annual action // 01/2017 through 6/30/2018	\$ 200 -
Total annual service fee 7/01/2018 through 6/30/2010	*
Total annual service fee for 7/01/2019 through 6/30/2020	\$ n/a
7-44 Total Tee 101 //01/2019 through 6/30/2020	\$ n/a
Total annual service fee for 7/01/2020 4 1 5/20/2020	
opt.)	\$ n/a
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PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>CANTON COLLINSVILLE FIRE STATION</u>:

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Total annual service fee for 7/01/2017 through 6/30/2018	
1 John annual Service fee for 7/01/2017 through 6/20/2016	***************************************
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101/2018 through 6/30/2010	
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701/2019 (firough 6/30/2020)	t 2.4
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	
- 1 through 6/30/2021	
11. 018tt 0/30/2021 (ODL)	18 25 10 1
	1 4 4 4

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>CANTON NORTH CANTON FIRE STATION</u>:

Total annual service for C. 7/01 000	
Total annual service fee for 7/01/2017 through 6/30/2018	8 1/20 -
Total allitual service fee //01/2018 through 6/20/2010	6 43
Total annual service fee for 7/01/2019 through 6/20/2020	3 430
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 4/30
ojsejst 770172020 through 6/30/2021 (opt.)	\$ 4/30 -

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>CANTON WATER POLLUTION CONTROL AUTHORITY</u>:

Total annual service fee for 7/01/2017 through 6/30/2018	
Total annual service for for 7/01/2017 through 6/30/2018	\$ 42-0-
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 2/2-0-
Total annual service fee for 7/01/2019 through 6/30/2020	8 420
Total annual service fee for 7/01/2020 through 6/30/2021	(opt.) \$ 4/20 -
PROPOSITION	Opt.) 3 420 -

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>CANTON CHERRY BROOK SCHOOL</u>:

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Total annual service fee for 7/01/2017 through 6/30/2018 \$ 3(13.6)
Total approal coming 6 30/2017 through 6/30/2018 \$ 3()3(5)
Total annual service fee 7/01/2018 through 6/30/2019 \$ 3036, —
Total annual service fee for 7/01/2019 through 6/20/2020
Total annual service for for 7/01/2000 \$ 3036.
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.) \$ 3/36.
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PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>CANTON INTERMEDIATE SCHOOL</u>:

Total annual
1 otal almual service fee for 7/01/2017 the service fee fee for 7/01/2017 the service fee fee fee fee fee fee fee fee fee f
100 107 7/01/201 / Inrough 6/30/2019
Total annual service fee for 7/01/2017 through 6/30/2018 \$ 2740
Total didual service fee 7/01/2019 the servi
701/2010 inrough 6/30/2010
Total annual service fee for 7/01/2019 through 6/30/2020 \$ 2740 =
total alimual service fee for 7/01/2010 start to decide the first
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1 Total annual
1 Otal unnual service fee for 7/01/2020 at
7/01/2020 through 6/30/2021 (and) 100 Decided
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.) \$ 2740
NO OBO

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

	The state of the s	
	Total annual service fee for 7/01/2017 through 6/30/2018	
	13 amulai service fee for 7/01/2017 through 6/20/2018	
	Total	\$ 3200 -
	Total annual service fee 7/01/2018 through 6/30/2019	4 000-
	701/2018 through 6/30/2019	e -₹ ¬
	Total annual service fee for 7/01/2019 through 6/30/2020	\$ -300,
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
- 1	Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 02.00. — I
- {	Total annual service fee for 7/01/2020 there 1 //20/20	
	10112020 inrough 6/30/2021 (ont.)	\$ 32-00, -
	(1)	Ψ C/O ,
		The state of the s

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>CANTON BOARD OF EDUCATION OFFICES</u>:

Total annual service fee f	or 7/01/2017 through 6/30/2018	
Total annual service fee 2	/01/2018 through 6/30/2019	\$ 380 -
Total annual service fee C	or 7/01/2019 through 6/30/2020	\$ 380 -
Total annual service for f	7/01/2019 through 6/30/2020	\$ 380
service jee je	or 7/01/2020 through 6/30/2021 (opt.)	\$ 380
	11	

PROPOSED FEE FOR <u>EMERGENCY</u> HVAC MAINTENANCE SERVICES AT <u>ALL CANTON LOCATIONS MENTIONED ABOVE:</u>

Total emergency rate for 7/01/2017 through 6/30/2018 Total emergency rate for 7/01/2018 through 6/30/2019	\$ Na per hour
rotal emergency rate for 7/01/2019 through 6/20/2020	
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 <u>ALL CANTON LOCATIONS MENTIONED ABOVE:</u>

	THE PARTY OF L.			
Parts/Material Overhead Profit Truck & Trip Charge	, /0	7/01/2018 - 6/30/2019 25 %	7/01/2019 - 6/30/2020 ->5_%	7/01/2020 - 6/30/2021 (opt.)
Additional Mileage Labor Rate (7:00 am-3:30 pm)	\$/mile	\$/mile	\$/mile	\$/mile
	\$/mile	\$/mile	\$/mile	\$/mile
* Overtime Labor Rate	\$ <u>82</u> /mile	\$ <u>\$2</u> /mile	\$ <u>\$2.</u> /mile	\$ <u>52 =</u> /mile
	\$ <u>122.86</u> /mile	\$ <u>130 .&U</u> /mile	\$ <u>195.86</u> /mile	\$ <u>122.86</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. Demi Viu	President
Signature: Seal Seri	Date: 3.24.17

TOWN OF AVON

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>AVON POLICE DEPARTMENT, BUILDING 3:</u>

Total annual service fee for 7/01/2017 through 6/30/2018	6 1/2 CA
Total appual service for for 7/01/2010	3 10 80.
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 1080 -
Total annual service fee for 7/01/2019 through 6/30/2020	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Total annual service Co. C. Tilothy and Grand Co. C. Tilothy and C. C	1\$ 1980
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 126
5	14 010

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>AVON POLICE DEPARTMENT, BUILDING 4:</u>

Total annual carries for for 7/01/0017	
Total annual service fee for 7/01/2017 through 6/30/2018	\$ 9812
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 000
Total annual service fee for 7/01/2019 through 6/30/2020	3 780 -
Total annual service for for 7/01/2020	\$ 780
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	\$ 1100

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>AVON POLICE DEPARTMENT, BUILDING 8:</u>

Total annual ' C c	
Total annual service fee for 7/01/2017 through 6/30/2018	\$ 200
Total annual service fee for 7/01/2018 through 6/30/2019	
Total granual convince for G 101/2019	<u> </u>
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 080 =
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	6 32
72000 In Ough 0/3t//2021 (Opt.)	3 000,-

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>AVON PUBLIC LIBRARY:</u>

Total	
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	9 25//6
Total annual service fee for 7/01/2019 through 6/30/2020	1, 3, 40
Total annual service for for 7/01/2020	\$ 2546 -
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	182710.

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>AVON TOWN HALL, BUILDING #1</u>:

Total annual serv	100 for F- 7/01/2012			
T 1	ice fee for 7/01/2017 through 6/30/2018	S	980 -	
I otal annual serv	ice fee for 7/01/2018 through 6/30/2019	·	0 00 -	
Total annual serv	ice fee for 7/01/2019 through 6/30/2020	4	- 1 KO -	
Total annual some	120 for for 7/01/2020	3	180 -	Ì
- come community act	ice fee for 7/01/2020 through 6/30/2021 (opt.)	\$	100.00	***************************************

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>AVON TOWN HALL, BUILDING #2</u>:

	· · · · · · · · · · · · · · · · · · ·	
Total	for 7/01/2017 through 6/30/2018	
1 Otal annual service fee	for 7/01/2012 1	
77	101 //V1/201 / through 6/30/2019	d i
I Otal annual service fee	For 7/01/0010	13 760 m
On VICO ICC	for 7/01/2018 through 6/30/2019	
lotal annual service for	for 7/01/2019 through 6/30/2019	S 5/24 -
- Histor Service ree	or //01/2019 through 6/20/2020	100
Total annual same	2	\$ 50.0
The service jee	or 7/01/2020 through 5/20/2005	1
··· · · · · · · · · · · · · · · · · ·	for 7/01/2020 through 6/30/2021 (opt.)	(C C A
		1.4 <u>-</u> 10
DDANAGES		

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>AVON TOWN HALL, BUILDING #5</u>:

Total annual service fee for 7	(01/00/15
Total annual service fee for 7	701/2017 through 6/30/2018 \$ \(\frac{1}{2}\)
Land with the solution to the top top to	/11/2010 4
Total annual service fee for 7.	01/2019 through 6/30/2020 \$ 710 01/2020 through 6/30/2021 (opt.) \$ 710.
	1 760 -
ΡΡΟΡΟΚΕΝ ΕΕΙΚΑ	

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>AVON TOWN HALL, BUILDING #6</u>:

THE STATE OF THE S	· · · · · · · · · · · · · · · · · · ·
Total annual service fee for	7/01/2017 through 6/30/2018 \$ 990
Total annual service fee for	7/01/2018 through 6/30/2019 \$ 980. — 7/01/2019 through 6/30/2020 \$ 980. —
Total annual service for for	7/01/2019 through 6/30/2020 \$ 9.60
service jee for	7/01/2020 through 6/30/2021 (opt.) \$ 1340.
PROPOSED ERRORS	1040.

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>AVON TOWN HALL, BUILDING #7</u>:

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PROPOSED FEES FOR $\underline{ROUTINE}$ HVAC MAINTENANCE SERVICES AT $\underline{AVON\ SENIOR\ CENTER}$:

Total annual service fee for 7/01/2017 through 6/30/2018 \$ 2210.
annual service ree for 7/01/2017 through 6/20/2010
Total annual (\$ 3) (\$ 3) (\$ 3
Total annual service fee for 7/01/2018 through 6/30/2019 \$ 2210 =
The first of the f
Total annual service fee for 7/01/2019 through 6/30/2020 \$ 20.10
307 vice fee for //01/2019 through 6/30/2020
Total annual service (5 7) 1/2 -
oral annual service fee for 7/01/2020 through 6/20/020
172020 inrough 0/30/2021 (opt) \$ \(\text{Q}\) (opt)
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.) \$ 22.10

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>AVON COUNTRYSIDE PARK</u>:

Total annual coming C. C. C. C. C.	
Total annual service fee for 7/01/2017 through 6/30/2018	\$ U) a
Total annual service fee for 7/01/2018 through 6/30/2019	\$ 00,-
Total annual - 20 101 7/01/2018 through 6/30/2019	\$ 420 -
Total annual service fee for 7/01/2019 through 6/30/2020	\$ 1100
Total annual service fee for 7/01/2020 4 1 6/20/022	1 3 4 20
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	1\$ 480 -
THE CONTRACT OF THE CONTRACT O	L

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>AVON PUBLIC WORKS FACILITY</u>:

Total annual service fee for 7/01/2018 through 6/30/2019 \$ 4/D	Total annual service for for 7/01/0012	
Total annual service fee for 7/01/2019 through 6/30/2020	Total annual service fee for 7/01/2017 through 6/30/2018	\$ 410.
Total annual service fee for 7/01/2019 through 6/30/2020	10tal annual service fee for 7/01/2018 through 6/30/2019	8 (41)
Total annual control of the state of the sta	Total annual service fee for 7/01/2019 through 6/30/2020	6
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	→ F1/O
101/2020 through 6/30/2021 (opt.) \$ 450	or 770172020 inrough 6/30/2021 (opt.)	18 450

PROPOSED FEES FOR $\underline{ROUTINE}$ HVAC MAINTENANCE SERVICES AT \underline{AVON} $\underline{RECYCLING}$ \underline{CENTER} :

1		
	Total annual service fee for 7/01/2017 through 6/30/2018	\$ 2.4
J	Total annual service fee for 7/01/2018 through 6/30/2010	\$ 316
1	10tal annual service fee for 7/01/2019 through 6/30/2020	<u> </u>
	Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	<u> </u>
	00 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	<u>3500.7</u>

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>AVON FIRE COMPANY #1</u>:

Total		
Total annual service fee for 7/01/2017 through 6/30/2018	8	730 -
Total annual service fee for 7/01/2018 through 6/30/2019	1	7.
Total annual service for for TVO VOCAS	1.35	/30
Total annual service fee for 7/01/2019 through 6/30/2020	18	734 -
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	-	
1001.)	<u> </u>	7.80.

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>AVON FIRE COMPANY #2</u>:

Total annual service fee for 7/01/2017 through 6/30/2018	T	10
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.)	\$	690
opt.)	\$	716

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>AVON FIRE COMPANY #3</u>:

Total	
Total annual service fee for 7/01/2017 through 6/30/2018	6 70%
Total annual service fee for 7/01/2018 through 6/30/2019	13 /80 -
30/2019 through 6/30/2019	\$ 780
Total annual service fee for 7/01/2019 through 6/30/2020	<u> </u>
Total and 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	1.8 780 - 1
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	¢ 6/2
3, 0, 5, 0, 2, 0, 2, 1 (Opt.)	9 010 -
	The state of the s

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>AVON FIRE COMPANY #4</u>:

Total annual service fee for 7/01/2017 through 6/30/2018	
Total annual C C Total annual	1\$ 410.
Total annual service fee for 7/01/2018 through 6/30/2019	T 7/10
Total annual service for 7/01/2010 a	13-7/0, -
Total annual service fee for 7/01/2019 through 6/30/2020	18 2/10 -
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	7/0
7-7-7-7-7-7-7-7-7-7-7-7-7-7-7-7-7-7-7-	18 4/01 -
The state of the s	

PROPOSED FEES FOR <u>ROUTINE</u> HVAC MAINTENANCE SERVICES AT <u>AVON ANIMAL SHELTER</u>:

Total annual service fee for 7/01/2017 through 6/30/2018	
T-4-1 through 6/30/2018	\$ 58% -
Total annual service fee for 7/01/2018 through 6/20/2010	* 200.
Total annual service fee for 7/01/2019 through 6/30/2020	1 \$ 75k% _ ````
Total annual service fee for 7/01/2019 through 6/30/2020	
Total annual service fee for 7/01/2020 through 6/30/2021 (opt.)	1 × 1 × 1 × 1
20th annual service fee for 7/01/2020 through 6/30/2021 ()	D 1 4
	\$ (P2P)
	The same of the sa

PROPOSED FEE FOR <u>EMERGENCY</u> HVAC MAINTENANCE SERVICES AT <u>ALL AVON LOCATIONS MENTIONED ABOVE:</u>

Tata			
Total emergency rate for 7/01/2017 through 6/30/2018	1	677 -	
Total emergency rate for 7/01/2018 through 6/30/2019	4	00	per hour
Total emerges and C. 7/01/2018 through 0/30/2019	\$	<u> </u>	per hour
Total emergency rate for 7/01/2019 through 6/30/2020	\$	82 ~	
Total emergency rate for 7/01/2020 through 6/30/2021 (opt.)	+ +	Col -	per hour
100 (Opt.)	1.2	81	per hour

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

Parts/Material Overhead Profit	7/01/2017 - 6/30/2018 25 %	7/01/2018 - <u>6/30/2019</u> <u> </u>	7/01/2019 - 6/30/2020 25 %	7/01/2020 - 6/30/2021 (opt.) 25 %
Truck & Trip Charge	\$/mile	\$/mile	\$/mile	\$/mile
Additional Mileage Labor Rate (8:30 am-4:30 pm)	\$/mile	\$/mile	\$/mile	\$/mile
at and	\$ <u>\& /</u> mile \$ <u> \begin{aligned} / - /</u> mile	\$ <u>85.</u> /mile	\$ <u>\$\$. −</u> /mile	\$ <u>\$2.</u> −/mile
	in its in the second se	\$ <u>/56</u> /mile	\$ <u>[3]</u>	\$ <u>136</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: So H	Dem! Vice 7	reside	ent
Signature:) peri	Date:	3.24.17

REQUIRED DISCLOSURES

4.

1	Exceptions to/Clarifications of/Modifications of the IFB
	This Bid does not take exception to or seek to clarify or modify any requirement of the IFB, including but not only any of the required Contract Terms beginning on page 12 of this IFB. The bidder agrees to each and every requirement, term, provision and condition of this IFB.
	OR
	This Bid takes exception(s) to and/or seeks to clarify or modify certain of the IFB requirements, including the Required Contract Terms. Attached is a sheet fully describing each such exception.
2.	State Debarment List
	Is the bidder on the State of Connecticut's Debarment List?
	Yes
3.	Occupational Safety and Health Law Violations
	Has the bidder or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the Bid (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the Bid?
	YesNo
	If "yes," attach a sheet fully describing each such matter.
ŀ.	Arbitration/Litigation
	Has either the bidder or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?
	YesNo
	If "yes," attach a sheet fully describing each such matter.

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
	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
	If "yes," attach a sheet fully describing each such matter.
SUBN REPR EACH	E: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE ED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS MITTING THE BID. SUCH SIGNATURE CONSTITUTES THE BIDDER'S ESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE IFB, ESS AN EXCEPTION IS DESCRIBED ABOVE.
	THE Via Prosident
(SIGN	ATURE) 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
	Street Address
	Mailing Address (if different from Street Address)
	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
	"permanent place of business."
FA C	ORPORATION:
	ORPORATION:
]	ORPORATION: Bidder's Full Legal Name New England Energy Controls Inc.
1 5 N	ORPORATION: Bidder's Full Legal Name New England Energy Controls Inc. IA Ma Hews Dr. East Hadday a 06433 Mailing Address (if different from Street Address) PO Pay 413 First L.
1 5 N	ORPORATION: Bidder's Full Legal Name New England Energy Controls Inc. IA Ma Hews Dr. East Hadday a 06433 Mailing Address (if different from Street Address) PO Pay 413 First L.
1 8 N C	ORPORATION: Bidder's Full Legal Name New England Energy Controls Me. Street Address IA Mattews Dr. East Hadday & 06433 Mailing Address (if different from Street Address) PO Box 463 East Hadday & 0643 Owner's Full Legal Name David C. Carpenter (owner) Sapt & Now (Davas)
] S N O	ORPORATION: Bidder's Full Legal Name New England Energy Controls me IA Mattews Dr. East Hadden a Doyo 3 Mailing Address (if different from Street Address) PO Pay 41-3 First 14, 14, 14, 15, 2014

Does the Dift	der nave a "permanent	place of business" in Connecticut, as defined above
	Yes	No
A LIMITED I IA	1A Mathews	Dr. East Huddam, CT 06423
	BILITY COMPANY	
Bidder's Full I Street Address	-	
Mailing Addre	ess (if different from Str	reet Address)
Owner's Full I	egal Name	
	THE REAL PROPERTY AND ADDRESS OF THE PERTY	
Names of Curr	ent Manager(s) and Me	ember(s)
Name & Title (if any)	Residential Address (street only)
Name & Title (if any)	Residential Address (street only)
Name & Title (i	f any)	Residential Address (street only)
Name & Title (i	f any)	Residential Address (street only)
Name & Title (if	fany)	Residential Address (street only)
(Attach additions	al sheets as necessary)	
		on a Character and a contracted and a co
		e of business" in Connecticut, as defined above?
97-11	Yes	No
If "po	yes, please state the fermanent place of busing	full street address (not a post office box) of that ness."

<u>A PARTNERSHIP</u> :	4 1 . 4
Bidder's Full Legal Name	\mathcal{N}/\mathcal{A}
Street Address	
	Street Addition
Owner's Full Legal Name	Street Address)
Names of Current Partners	SS
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 pl	lace of business" in Connecticut, as defined above
Bidder's	Full Legal Name
(print) Name and	d Title of Bidder's Authorized Representative
(signature Bidder's I	e) 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;

the Bidder developed the Bid independently and submitted it without collusion with, and **(2)** 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

no elected or appointed official or other officer or employee of the Towns of Canton and **(4)** 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 Contablec Legal Name of Bidder Bidder's Representative, Duly Authorized Name of Bidder's Authorized Representative President. Title of Bidder's Authorized Representative 3.24.17 Date Subscribed and swom to before me this ______ day of _____ Manch

Notary Public

My Commission Expires: (230.17)

END OF NON COLLUSION AFFIDAVIT FORM

TOWN OF CANTON, CONNECTICUT

LOCAL PREFERENCE AFFIDAVIT

STATE OF)	
COUNTY OF) ss.)	Date
·		(affiant), being first duly sworn, deposes and says:
1) That I am over the a	ge of 18 and ur	nderstand the obligations of an oath.
2) That I am the owner	r nartner offi	er, representative, or agent of, the attached bid/proposal.
3) That bidder/propose	r has a principa	al place of business located at hich is in the Town of Canton.
 That the bidder/proper including, but not limite 	oser is current o ed to sewer use	on all taxes, both personnel and real estate and all fees, fees.
principal place of busine	ess, such as a le	vner of the real estate where such principal place of er is submitting proof that such address is the bona fide ase or personnel property tax bill.
 That bidder/proposer and conditions, swears the Policy. 	has read the Lo lat it is a qualifi	ocal Bidder Preference Policy and being aware of its terms ied "Town Based Resident Bidder" as specified in the
(Signed)Affiar	nt.	ormani
(Title)	71V-0- 77-0-1 77-07-1	·
On this day of oath that he/she has read the knowledge believe the san	, 20, the foregoing Lo	pefore me personally appeared, who made ocal Preference Affidavit and that based on his/her own
		Notary Public (My Comm. Expires Commissioner of the Superior Court

END OF LOCAL PREFERENCE AFFIDAVIT FORM

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

Provide at least three (3) references:

	, wearing,
1.	ADDRESS 84 South Main St.
	CHTY COLLEGE OF A COLLEGE OF THE COL
	CITY, STATE Cheshive, CT 06410
	TELEPHONE: 203-410-2921
	INDIVIDUAL CONTACT NAME AND POSITION Keith Boron
2.	ADDRESS NAME State of Connecticut Military Dopt.
	ADDRESS 360 Broad St.
	CITY, STATE HOLY TOWN OF DILLOS
	TELEPHONE: 860-913-5522
	INDIVIDUAL CONTACT NAME AND POSITION TO THE
	/ 2 1 1
	Citilding Superintendant)
3.	ADDRESS NAME State of Connecticut Judicial Dot.
	ADDRESS 90 Washington St.
	CITY CTATE
	-
	INDIVIDUAL CONTACT NAME AND POSITION Vadimir Kubin
	(Riciliber)

END OF STATEMENT OF REFERENCES FORM