

TOWN OF CANTON

REQUEST FOR PROPOSAL FOR

TOWN HALL THIRD FLOOR WINDOW REPLACEMENT PROJECT

RESPONSES DUE: March 3, 2021at 3:30 p.m.

GENERAL INFORMATION

The Town of Canton is soliciting bids for the above named project. These Standard Instructions to Bidders are a part of the bid package for the Town Hall Third Floor Window Replacement Project. The Town of Canton is seeking bids for an appropriate and qualified vendor to remove and replace thirteen (13) windows on the third floor at the Town of Canton Town Hall located at 4 Market Street, Collinsville CT.

The Town Hall Third Floor Window Replacement Project is expected to be completed within 90 days of bid approval.

SELECTION CRITERIA

Proposals will be reviewed and analyzed based on the following criteria:

- ✓ Cost to remove and replace thirteen (13) windows on the third floor at the Town of Canton Town Hall.
- ✓ Respondent's completion of all RFP requirements.
- ✓ Respondent's professional references from prior serviced customers.
- ✓ Respondent's ability to meet the Town's needs regarding timeliness of delivery.

RFP TIMELINE

The projected timeline for this RFP is listed below and is subject to change

EVENT	DATE
RFP issued	2/10/2021
Site Inspection	2/18/2021 @ 10:00 a.m.
Deadline for RFP submission	3/3/2021, 3:30 PM, EST

GENERAL CONDITIONS AND INSTRUCTIONS

Disclaimer: This Request for Proposals (hereinafter, "RFP") is not a contract offer.

<u>Proposal Submittals</u>: Proposals must be received at the Office of the Chief Administrative Officer no later than March 3, 2021 at 3:30 p.m. EST. Respondents must submit one (1) original and one (1) copy. Proposals may not be provided by electronic mail or facsimile. Proposals must be hand delivered or mailed to:

Office of the CAO Reference "Town Hall Third Floor Window Replacement Project" 4 Market Street P.O. Box 168 Collinsville, CT 06022-0168

<u>Questions about Proposal Requirements</u>: Respondents with questions regarding this RFP may contact the following individual by email only:

Thomas Richardson, Superintendent of Buildings and Grounds trichardson@townofcantonct.org

<u>Site Visits:</u> Town Hall Third Floor, 4 Market Street, 2/18/2021 @ 10:00 a.m. for a guided site visit.

Addendums: Addendum(s) to the RFP may be issued by the Town. When issued, addendum(s) will be posted on the Town's website under the "Request for Proposals" link. It is the respondent's responsibility to check to see if RFP addendum(s) have been issued by the Town and to ensure that its proposal addresses all addendum(s).

<u>Proposal Package Form</u>: All proposals shall be typed or printed in ink and be clearly legible. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal, or the party's authorized representative.

<u>Late Proposals</u>: Proposals received after the deadline for submission shall be rejected and not considered.

<u>Exceptions to RFP</u>: Any and all exceptions of the respondent(s) to the terms and specifications of this RFP shall be made in writing, clearly marked as an exception and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. The Town reserves the right to reject proposals which contain exceptions that the Town deems to be unacceptable.

Review of Proposals: The Town reserves the right to waive informalities, non-material defects, or clerical errors in any proposal. The Town also reserves the right to reject any and all proposals, or any part of a proposal, when said action is deemed to be in the best interest of the Town. The Town reserves the right to negotiate with one or more respondents as it sees fit. Proposals will be evaluated based on what is in the best interests of the Town. Cost may not be the sole factor in evaluating proposals. No contract rights shall accrue to a respondent unless and until the Town and the respondent execute a binding contract.

<u>Proposal Costs</u>: All costs incurred in the preparation of the proposals will be borne entirely by the individual/ firm submitter.

Ownership of Proposals: All proposals submitted become property of the Town.

<u>Freedom of Information</u>: All proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

<u>Period Commitment</u>: Proposals shall be final and binding and may not be withdrawn or amended for 60 days from the date and time when proposals are due.

<u>Irrevocability of Proposals:</u> Respondent(s) may amend or withdraw their proposals prior to this RFP's due date and time by submitting a clear and detailed written notice to the Town. Subject to the

Period Commitment provision detailed herein, all proposals become irrevocable after the date and time they are due.

Assignment and/or Subcontracting by Selected Respondents: Assignment and/or subcontracting by successful respondent(s) to third party of any contract based on the Request for Proposal or any monies due is prohibited and shall not be recognized by the Town unless approved by the Town in writing.

<u>Collusion</u>: Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person responsible for said misrepresentation or collusion. In the event that the Town enters into a contract with any respondent who is responsible for a misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty, or damages.

Workers' Compensation Insurance: In accordance with the State of Connecticut Workers' Compensation laws, a person contracting with The Town must carry Workers' Compensation and Employers' Liability Insurance for all persons employed in the performance of services under this RFP. Selected respondent shall provide The Town with a certificate verifying such coverage before commencing services under this RFP. Such policy shall require thirty (30) days' notice to The Town in writing prior to alteration, cancellation, termination or expiration of any kind.

Commercial General Liability Insurance: Selected respondent shall carry Commercial General Liability Insurance (Bodily Injury, Property Damage, Products and Completed Operations) in an amount of not less than one million dollars (\$1,000,000) per occurrence with two million dollar (\$2,000,000) aggregate, combined single limits. Selected respondent shall provide The Town with certificates verifying such coverage acceptable to The Town before commencing services under this RFP. Such policy shall require thirty (30) days' notice to The Town in writing prior to alteration, cancellation, termination or expiration of any kind. All Commercial General Liability Insurance shall name The Town as additional insured and shall be primary and noncontributory to any valid and collectible insurance carried by The Town.

<u>Automobile Liability Insurance</u>: Selected respondents shall be required to carry Automobile Liability Insurance in limits, based on the services to be provided, in limits of not less than one million dollars (\$1,000,000), combined single limits. Selected respondent shall provide The Town with certificates verifying such coverage acceptable to The Town before commencing services under this RFP. Such policy shall require thirty (30) days' notice to The Town in writing prior to alteration, cancellation, termination or expiration of any kind.

<u>Defense and Indemnification:</u> Any person contracting with the Town must, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Town and its agents and employees from and against all claims, damage, loss or expense including reasonable attorney's fees arising out of or resulting from the performance of the contract. Selected respondents shall pay any and all attorneys' fees incurred by the Town, its agents, or its employees, in enforcing any of the selected respondent's defense or indemnification obligations. In any and all claims against the Town, or any of its agents or employees, by any employee of a selected respondent, or anyone directly or indirectly employed by a selected respondent, or anyone for whose acts a selected respondent is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or a selected respondent under Workers' Compensation Acts, disability benefits acts, or other employee benefits acts.

<u>Conflict of Interest</u>: By submitting a proposal the respondent certifies that no officer, agent or employee of the Town who has a pecuniary interest in this request for proposal neither has nor shall participate in the contract negotiations on the part of the Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other respondent of the same call for

proposals, and that the respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm. Respondents must fully disclose, in writing to the Town on or before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the respondent were to become a contracting party pursuant to this RFP. The Town shall review any submissions by respondents under this provision and may reject any proposals where, in the opinion of the Town, the respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the respondent were to become a contracting party pursuant to this RFP.

<u>Local Bidder Preference:</u> Pursuant to Town Policy entitled "Local Bidder Preference" any bidder with a bona fide principal place of business within the Town of Canton ("Town Based Resident Bidder") may be awarded the bid if the Town Based Resident Bidder submits a qualified bid which is not more than 10% greater than the lowest responsible bid and agrees to accept the bid amount of the lowest responsible bidder. In order to be considered a Town Based Resident Bidder the entity bidding must complete a Local Preference Affidavit and submit proof of principal place of business. A copy of the affidavit along with the Local Bidder Preference policy is attached hereto.

<u>Rejection:</u> The right is reserved to reject any and all, or any part thereof, of all bids or proposal when such action is deemed in the best interest of the Town.

<u>Product Delivery</u>: Selected Respondent shall remove and replace thirteen (13) windows on the third floor at the Town of Canton Town Hall at its own cost to the Town of Canton, Town Hall located at 4 Market Street, Collinsville CT.

SUPPLIER DIVERSITY (SET-A-SIDE-GOALS)

The contractor who is selected to perform this Town service must comply, when applicable, with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of service.

State law requires a minimum of twenty-five (25%) percent of the state –funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (DAS) under the provisions of CONN. GEN. STAT. § 4a-60g, as amended (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses). The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=390928&opmNav_GID=1806

NONDESCRIMINATION CERTIFICATION – Affidavit By Entity

For Contracts Valued at Less than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60a, as amended.

INSTRUCTIONS:

For use by an <u>entity</u> (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Canton, valued at <u>Less than \$50,000</u> for each year of the contract. Complete all sections of the form. Submit prior to the Town of Canton prior to contract execution.

Representation of Entity:		, of
(Authorized Signatory)	(Title)	(Name of Entity)
An entity duly formed and exis	ting under the laws	of
•	C	(Name of State)
Represent that I am authorized	to execute and deli	ver this representation on behalf of
	and that	
(Name of Entity)		(Name of Entity)
Agrees to comply with the Statutes § § 4a-60 and 4a-6		agreements and warranties of Connecticut Gene

END OF SECTION

BID FORM

Town of Canton

Town Hall Third Floor Window Replacement Project Collinsville, CT 06022

BID of	ty company, organized and existing under the laws of the State of
corporation or limited liability, a partnership, or an in	dividual doing business as:*
*Insert the Corporation, Limite out non-applicable types.	d Liability Company, Partnership, or Individual name as applicable. Cross
SUMMARY BASE BID AN	ND AMOUNT:
BASE BID price for: Remove a Town Hall.	and replace thirteen (13) windows on the third floor at the Town of Canton
\$	
	(Written words)
STANDARD WARRANTI	ES:
Base Warranty:	
that it has thoroughly examined Based upon those examination work, furnish all labor, materia remove and replace thirteen (1 accordance with the agreement	with the Advertisement for BIDS for the below designated project, states and understands the terms and provisions of the Agreement Documents. as and that understanding, the BIDDER hereby proposes to perform all ls, equipment, supplies and anything else required or necessary in order to 3) windows on the third floor at the Town of Canton Town Hall in strict documents, within the time set forth hereinafter and for the prices stated uses incurred in performing the work that is required by the contract a part.
•	o and completely filled in all required spaces in the BID document, and ublic signature where so required.
This BID Respectfully Sub	mitted by:
SOLELY OWNED COMPAN	<u>Y:</u>
Company Name	
Address	
Town	
Ву	
	(Authorized Signature)
Title	Date

This Bid must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability company, the Bid must be signed by a duly authorized officer of such corporation or Limited Liability Company.

NON-COLLUSION AFFIDAVIT OF BIDDER

	nte of		, County of	, being first duly
SW	orn, disposes and says	that:		
1.	He/she is the owner, BIDDER that has su		tative or agent of: ned BID;	the
2.	The attached BID is	genuine; it is not	a collusive or sham BID;	
3.	He/she is fully info pertinent circumstan			ats of, and knowledgeable of all
4.	4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, parties in interest, including this affiant, has in any way colluded, conspired, connived, or agree directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID connection with the AGREEMENT for which the attached BID has been submitted or to refrain frobidding in connection with any contract, or has in any manner, directly or indirectly, sought 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 conspiracy, connivance or unlawful agreement any advantage against the Town of Canton or an other person interested in the proposed AGREEMENT.			I, conspired, connived, or agreed, abmit a collusive or sham BID in been submitted or to refrain from directly or indirectly, sought by bidder, firm or person to fix the fix any overhead, profit or cost, or to secure through collusion,
5.	conspiracy, connivar	nce or unlawful ag	ID are fair and proper and are a greement on the part of the BI or parties in interest, including	DDER or any of its agents,
6.		interested in this		the Town of Canton, who is rials, equipment, work or labor to
			(Signed)	(Name of Bidder)
Su	bscribed and sworn to	before me this		
	day of	, 2021		
	Title			
My	y Commission expires	:, 20_		

LOCAL BIDDER PREFERENCE POLICY

On any item, project or service which value exceeds \$7,500 or which is advertised through a competitive bid process and in which there is a qualified Town Based Resident Bidder, the lowest responsible bidder shall be determined in the following order:

- 1. A Town Based Resident Bidder which has submitted a bid not more than 10% higher than the lowest responsible bid may be awarded the bid provided such Town Based Resident Bidder agrees to accept the award of the bid at the amount of the lowest responsible bidder.
- 2. If more than one Town Based Resident Bidder has submitted a bid not more than 10% higher than the lowest responsible bid, the lowest responsible bidder shall be the Town Based Resident Bidder which submitted the lowest bid.
- 3. Otherwise, the award will go to the lowest responsible bidder who would qualify if there were no Town Based Resident Bidder.

Any local vendor meeting the requirements of a Town Based Resident Bidder, as defined below, responding to the solicitation shall be required to submit a signed Local Bidder Affidavit Form with the bid submittal. Failure to submit an affidavit form, may at the option of the Town, result in disqualification as a local vendor and ineligibility for contract award.

The term "Town Based Resident Bidder" shall mean any business with a principal place of business located within the Town of Canton. A business shall not be considered to be a Town Based Resident Bidder unless evidence to establish that such business has a bona fide principal place of business in Canton is included with each bid submitted by the business. Such evidence may include documentation of ownership, or a long-term lease of the real estate from which the principal place of business is operated or payment of property taxes on the personal property of the business to be used in the performance of the bid

The Local Bidder Preference process shall not apply under the following circumstances:

- 1) Professional services contracts which are awarded on subjective criteria in addition to cost.
- 2) Contracts using state, federal or other funds that have regulations disallowing such practice.
- 3) If the qualified Town Based Resident Bidder is not current in the payment of all local taxes.
- 4) Bids made through regional organizations or state agencies such as state contracts, CRCOG or CIRMA, when the product or services offered have already been selected through a competitive process.
- 5) Bids received through a reverse auction process.

LOCAL PREFERENCE AFFIDAVIT

STATE OF)	
) ss. COUNTY OF)	Date
	_ (affiant), being first duly sworn, deposes and says:
1) That I am over the age of 18 and under	erstand the obligations of an oath.
2) That I am the owner, partner, officer, bidder/proposer that has submitted the at	representative, or agent of, the ttached bid/proposal.
3) That bidder/proposer has a principal which is in the Town of Canton.	place of business located at
4) That the bidder/proposer is current on but not limited to sewer use fees.	all taxes, both personnel and real estate and all fees, including
	ner of the real estate where such principal place of business is ng proof that such address is the bona fide principal place of operty tax bill.
	cal Bidder Preference Policy and being aware of its terms and Town Based Resident Bidder" as specified in the Policy.
(Signed)Affiant	_
(Title)	_
On this day of, 20, that he/she has read the foregoing Local believe the same to be true.	before me personally appeared, who made oath Preference Affidavit and that based on his/her own knowledge
	Notary Public (My Comm. Expires) Commissioner of the Superior Court

END OF SECTION

TOWN HALL THIRD FLOOR WINDOW REPLACEMENT PROJECT AGREEMENT TOWN OF CANTON

THIS AGREEMENT made this day of 2021, by and between the TOWN OF CANTON, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter "Town"), and of the Town of , and the State of
(hereinafter "Vendor").
WITNESSETH
WHEREAS, the Town has issued a Request for Proposals to remove and replace thirteen (13) windows on the third floor at the Town of Canton Town Hall (the "RFP"), as more fully described in the RFP;
WHEREAS, Vendor submitted a proposal to the Town dated (the "Proposal");
WHEREAS, the Town has selected Vendor to remove and replace thirteen (13) windows on the third floor at the Town of Canton Town Hall (the "Windows");
WHEREAS, the Town and the Vendor desire to enter into a formal contract to remove and replace thirteen (13) windows on the third floor at the Town of Canton;
NOW 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 Vendor hereby agrees to remove and replace thirteen (13) windows on the third floor at the Town of Canton Town Hall as described more fully in the RFP and Proposal, including any amendments to said Proposal, attached hereto as exhibits and made a part hereof as though fully set forth herein. The Town hereby agrees to hire a qualified vendor to remove and replace thirteen (13) windows on the third floor at the Town of Canton Town Hall. The Vendor agrees to all the terms and conditions set forth in the RFP, the Proposal and this Agreement.
2. <u>Price</u> – The price to remove and replace thirteen (13) windows on the third floor at the Town of Canton Town Hall shall be; \$ The price may be increased or decreased by written change orders signed by authorized representatives of the Town and the Vendor. The Town is exempt from the payment of federal excise taxes and state sales tax.
3. <u>Inspection, Delivery and Acceptance</u> – Vendor shall remove and replace thirteen (13) windows on the third floor at the Town of Canton Town Hall at its own cost to the Town of Canton, Town Hall located at 4 Market Street, Collinsville CT, 06022 no later than 90 days after the execution of this agreement.
4. <u>Warranty</u> – All parts, equipment and supplies shall be covered by the manufacturer's standard warranty and the warranties specified in Vendor's Proposal and as required by the RFP.
5. <u>Payment of Purchase Price</u> – The Town shall pay the Vendor the purchase price within thirty (30) days of acceptance of the Town Hall Third Floor Window Replacement Project. The Town's payment shall be in the form of a

7. <u>Right to Terminate</u> – Upon the failure of the Vendor to comply with any of the terms or conditions of this Agreement, the Town shall have the right to cancel the Agreement. Further, the Town may terminate all or a portion of this Agreement for its convenience and without cause.

this Agreement, including the exhibits hereto, or any document furnished pursuant thereto, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact required to be stated to make the

No Misrepresentations or Omissions – No representation, warranty or statement of the Vendor in the Proposal or

check made payable to the Vendor.

statements contained therein not misleading in any material respect.

6.

- 8. Amendments This Agreement may not be altered or amended, except by written agreement of the parties.
- 9. <u>Entire Agreement</u> It is expressly understood and agreed that this Agreement states the entire Agreement between the parties and that the parties are not and shall not be bound by any stipulations, representations, agreement or promises, oral or otherwise, not printed or inserted in this Agreement or attached hereto as exhibits.
- 10. <u>Validity</u> The invalidity of one or more of the phrases, sentences and clauses contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.
- 11. <u>Connecticut Law and Courts</u> 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 this 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.
- 12. <u>Compliance with Laws</u> The Vendor shall comply with all federal, state and local laws and regulations governing the scope of this Agreement, including without limitation health, safety and environmental requirements, whether or not such laws and regulations are fully and properly reflected in this Agreement or the exhibits attached hereto.
- 13. <u>No Assignment</u> The Vendor shall not subcontract, transfer or assign its obligations under this Agreement or any portion thereof without the Town's prior written consent.
- 14. <u>Execution</u> 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 THEREOF, the parties have executed this contract thisday of, 20		
(Name of Vendor)	TOWN OF CANTON, CONNECTICUT	
By:	By: Robert Skinner	
Its:	Its: Chief Administrative Officer	
Duly Authorized	Duly Authorized	

GENERAL SPECIFICATIONS TOWN HALL THIRD FLOOR WINDOW REPLACEMENT PROJECT TOWN OF CANTON

INTENT

The intent of these specifications is to remove and replace thirteen (13) windows on the third floor at the Town of Canton Town Hall. Replacement windows must be able to be opened and closed by non-maintenance staff.

REQUIREMENTS & SPECIFICATIONS

One (1) set of Window Manufacturer's specifications are to accompany each bid. These specifications will be evaluated to determine whether the components bid is equivalent to the items specified within. APPROVED EQUAL WINDOW SPECIFICATIONS Bidder shall note, in writing, any deviations from these specifications set forth. Merely providing literature is not sufficient and may be just cause for rejection of a bid.

Warranty: The warranty period shall also be submitted on the Bid Form.

Permits: Permit fees are the responsibility of the contractor.

Scope Of Work:

- 1. All work needs to be performed outside of normal work hours.
- 2. Demo exterior break metal, blocking, and window units.
- 3. Remove and replace interior 1x8 oak jambs, heads, and oak window sills.
- 4. Stain and polyurethane new 1x8 oak trim boards and window sills to match existing oak trim.
- 5. Remove and reinstall interior 1x4 oak jambs and 1x6 oak aprons/heads as needed for window installation.
- 6. Bidder responsible for all measurements and ordering correct sized widows.
- 7. Install (13) new Double Hung Wood Clad Window (Andersen 400 TW Series) window or equivalent.
- 8. Must include Insect Screen for Wood Clad Windows.
- 9. Install exterior blocking and wrap blocking with white break metal.
- 10. Caulk/seal all break metal seams against existing masonry and new window units.
- 11. Clean-up all construction related debris.

END OF GENERAL SPECIFICATIONS FOR BIDDER

TOWN OF CANTON REFERENCES FORM

Directions: Provide 3 (three) recent references, preferably government.

(1) Company/Individual:
Address:
Telephone:
Service Dates:
Services Provided:
(2) Company/Individual:
Address:
Telephone:
Service Dates:
Services Provided:
(3) Company/Individual:
Address:
Telephone:
Service Dates:
Services Provided: