

## HVAC MAINTENANCE SERVICE AGREEMENT

This HVAC Maintenance Service Contract (the "Contract") is entered into the 18<sup>th</sup> day of October, 2013 ("Effective Date") by and between the Town of Canton, a political subdivision of the State of Connecticut, (the "Town") and New England Energy Controls, Inc. a Corporation, whose principal office is located at, East Haddam, Connecticut (the "Contractor").

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

WHEREAS, Contractor submitted a Bid to the Town, dated September 13, 2013 (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, 2015. 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**

Johann Martin  
[Witness]  
Johann Martin

By Robert H. Skinner  
Robert H. Skinner  
Chief Administrative Officer

**NEW ENGLAND ENERGY  
CONTROLS, INC.**

Sherry Anderson  
[Witness]  
Sherry Anderson

By Scott G. Demi  
Name: Scott G. Demi  
Title: Vice President

**TOWNS OF AVON & CANTON, CONNECTICUT**  
**CONTRACTED HVAC MAINTENANCE SERVICES**  
**INVITATION FOR BID 13/14-3 – ADDENDUM ONE (1)**

**Date: August 29, 2013**

This addendum is issued in response to questions raised by interested vendors at the facilities walkthrough on August 21, 2013. A revised copy of the Specifications and Bid Form is provided. New information or modified equipment/maintenance information is noted in bold italics.

**Q1.** What is the current year's contract value for routine maintenance?

**Answer:** The Town of Avon's current contract value is \$7,762. The Town of Canton's current year's contract value for routine maintenance is \$6,000.00 for the Town Hall and Library/Community Center.

**Q2:** 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 opening to **Friday, September 13, 2013 at 10:00 AM.**

**Q3.** Will hot water heaters require service?

**Answer:** The Town of Avon will not require service on the hot water heaters. For all Town of Canton buildings that are applicable, service of the hot water heaters is required.

The following questions were addressed to the Town of Canton:

**Q4.** Police Department - (2) unit heaters in garage are not listed, need filter and belt size list.

**Answer:** Units are direct drive and there are no filters.

**Q5.** Canton Town Hall - missing (1) AHU, can you provide clarification on what "lot of pleated filter" means? Are exhaust fans covered in contract?

**Answer:** Please refer to the revised specifications for information on the missing AHU.

Police: 2-20x20x1; 3-20x25x1

Town Hall: 18-16x20x1; 6-16x25x1; 4-16x24x2

Community Center: 4-14x24x1; 2-14x30x1; 12-16x25x1; 2-20x20x1; 24-20x25x1; 3-16x20x2; 9-20x20x2; 8-25x20x2

Exhaust fans are not covered in the contract.

**Q6.** Since the Town of Canton added the Collinsville and North Canton Fire Stations to the revised specifications, will a walkthrough of these facilities be conducted?

**Answer:** Vendors interested in seeing these facilities should contact Kevin Smith at (860) 830-9873.

**Q7.** When is the walkthrough scheduled for the school system and will it be mandatory?

**Answer:** A voluntary walkthrough of the Canton schools will be conducted on:

**Date & Time:** September 4, 2013 at 8:00 AM  
**Location:** Canton Town Hall – Lower Level  
4 Market Street  
Canton, CT 06019  
**Phone:** (860) 693-7704 Ext. 19

**Q8.** Are coil cleaning required for Town building's as part of the contract?

**Answer:** Yes.

**Q9.** The 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  
Title: Vice President  
Company: New England Energy Controls, Inc.  
Address: Po Box 463, 1A East Hadam. Ind. Park  
East Hadam, CT 06423  
City State Zip Code  
Telephone: 860-873-9999  
Date: 9/13/13  
E-mail: necontrols@shglobal.net.

**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:

**Town of Avon:** 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 Forty Eight Thousand Seven Hundred Eighty /100 Dollars (write out in words) (\$ 48,780.00 ).

**Option year** sum of Seventeen Thousand Eight Hundred Sixty /100 Dollars (write out in words) (\$ 17,860.00 ).

Sum equals  $16,260.00 \times 3\text{yrs} = 48,780.00$  Less 5% Discount =  $46,341.00$

**Town of Canton:** 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 Fifty Four Thousand Nine Hundred Sixty /100 Dollars (write out in words) (\$ 54,960.00 ).

**Option year** sum of Eighteen Thousand Three Hundred Twenty /100 Dollars (write out in words) (\$ 18,320.00 ).

Sum equals  $18,320.00 \times 3\text{yrs} = 54,960.00$  Less 5% Discount =  $52,212.00$

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 AVON**

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 1,980. -
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 1,980. -
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 1,980. -
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 2,120. -

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 980. -
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 980. -
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 980. -
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 1,100. -

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 280. -
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 280. -
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 280. -
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 320. -

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 2,540. -
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 2,540. -
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 2,540. -
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 2,710. -

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 980. -
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 980. -
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 980. -
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 1,100. -

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 560.-
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 560.-
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 560.-
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 590.-

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 710.-
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 710.-
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 710.-
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 760.-

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 980.-
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 980.-
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 980.-
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 1,240.-

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 710.-
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 710.-
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 710.-
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 760.-

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 2,210.-
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 2,210.-
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 2,210.-
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 2,400.-



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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 420. -
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 420. -
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 420. -
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 480. -

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 410. -
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 410. -
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 410. -
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 450. -

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 310. -
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 310. -
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 310. -
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 450. -

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 730. -
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 730. -
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 730. -
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 780. -

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 690. -
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 690. -
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 690. -
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 710. -

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 780. -
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 780. -
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 786. -
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 810. -

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 410. -
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 410. -
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 410. -
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 460. -

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 580. -
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 580. -
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 580. -
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 620. -

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

Total emergency rate for 11/01/2013 through 6/30/2014	\$ 82.50 per hour
Total emergency rate for 7/01/2014 through 6/30/2015	\$ 82.50 per hour
Total emergency rate for 7/01/2015 through 6/30/2016	\$ 82.50 per hour
Total emergency rate for 7/01/2016 through 6/30/2017 (opt.)	\$ 84.50 per hour

**PROPOSED FEE FOR ADDITIONAL CHARGES NOT PART OF ROUTINE MAINTENANCE**

**ALL AVON LOCATIONS MENTIONED ABOVE:**

	<u>11/01/2013 - 6/30/2014</u>	<u>7/01/2014 - 6/30/2015</u>	<u>7/01/2015 - 6/30/2016</u>	<u>7/01/2016 - 6/30/2017 (opt.)</u>
Parts/Material Overhead Profit	<u>25 %</u>	<u>25 %</u>	<u>25 %</u>	<u>25 %</u>
Labor Rate (7:00 am-3:30 pm)	<u>\$ 82.50 /hour</u>	<u>\$ 82.50 /hour</u>	<u>\$ 82.50 /hour</u>	<u>\$ 84.50 /hour</u>
Overtime Labor Rate	<u>\$ 134.50 /hour</u>	<u>\$ 134.60 /hour</u>	<u>\$ 134.50 /hour</u>	<u>\$ 134.50 /hour</u>

**Note 1: Labor Rate is for on site time from arrival to completion (the Town will not pay for port to port travel) as well as incidentals, environmental fees, fuel, etc.**

**Note 2: Overtime Labor Rate may be applied to all emergency service calls on holidays and outside of normal business hours; same conditions as in Labor Rate apply.**

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 Bid Form.

Name & Title: Scott G. Demi Vice President.  
 Signature: Scott G. Demi Date: 9/13/13

**TOWN OF CANTON**

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 1320. -
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 1320. -
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 1320. -
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 1320. -

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 3240. -
Total annual service fee for 7/01/2014 through 6/30/2015	\$ 3240. -
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 3240. -
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 3240. -

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 2900. -
Total annual service fee 7/01/2014 through 6/30/2015	\$ 2900. -
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 2900. -
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 2900. -

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 410. -
Total annual service fee 7/01/2014 through 6/30/2015	\$ 410. -
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 410. -
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 410. -

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 310. -
Total annual service fee 7/01/2014 through 6/30/2015	\$ 310. -
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 310. -
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 310. -

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 430.-
Total annual service fee 7/01/2014 through 6/30/2015	\$ 430.-
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 430.-
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 430.-

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 520.-
Total annual service fee 7/01/2014 through 6/30/2015	\$ 520.-
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 520.-
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 520.-

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 3030.-
Total annual service fee 7/01/2014 through 6/30/2015	\$ 3030.-
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 3030.-
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 3030.-

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 2740.-
Total annual service fee 7/01/2014 through 6/30/2015	\$ 2740.-
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 2740.-
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 2740.-

**PROPOSED FEES FOR ROUTINE HVAC MAINTENANCE SERVICES AT  
CANTON MIDDLE / HIGH SCHOOL:**

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 2940.-
Total annual service fee 7/01/2014 through 6/30/2015	\$ 2940.-
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 2940.-
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 2940.-

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

Total annual service fee for 11/01/2013 through 6/30/2014	\$ 480.-
Total annual service fee 7/01/2014 through 6/30/2015	\$ 480.-
Total annual service fee for 7/01/2015 through 6/30/2016	\$ 480.-
Total annual service fee for 7/01/2016 through 6/30/2017 (opt.)	\$ 480.-

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

Total emergency rate for 11/01/2013 through 6/30/2014	\$ 81.80 per hour
Total emergency rate for 7/01/2014 through 6/30/2015	\$ 81.80 per hour
Total emergency rate for 7/01/2015 through 6/30/2016	\$ 81.80 per hour
Total emergency rate for 7/01/2016 through 6/30/2017 (opt.)	\$ 81.80 per hour

**PROPOSED FEE FOR ADDITIONAL CHARGES NOT PART OF ROUTINE  
MAINTENANCE**

**ALL CANTON LOCATIONS MENTIONED ABOVE:**

	<u>11/01/2013 - 6/30/2014</u>	<u>7/01/2014 - 6/30/2015</u>	<u>7/01/2015 - 6/30/2016</u>	<u>7/01/2016 - 6/30/2017 (opt.)</u>
Parts/Material Overhead Profit	25 %	25 %	25 %	25 %
Labor Rate (7:00 am-3:30 pm)	\$ 81.80 /hour	\$ 81.80 /hour	\$ 81.80 /hour	\$ 81.80 /hour
Overtime Labor Rate	\$ 122.86 /hour	\$ 122.86 /hour	\$ 122.86 /hour	\$ 122.86 /hour

*Note 1: Labor Rate is for on site time from arrival to completion (the Town will not pay for port to port travel) as well as incidentals, environmental fees, fuel, etc.*

*Note 2: Overtime Labor Rate may be applied to all emergency service calls on holidays and outside of normal business hours; same conditions as in Labor Rate apply.*

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 Bid Form.

Name & Title: Scott G. Demi - Vice President.

Signature: Scott G. Demi Date: 9/13/13

**REQUIRED DISCLOSURES**

1. Exceptions to/Clarifications of/Modifications of the IFB

SST 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.**

Vendor offered Voluntary Alternate Discount.  
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

X No

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?

\_\_\_\_\_ Yes

X No

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

4. 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?

\_\_\_\_\_ Yes

X No

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                      X 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                      X 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                      X 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. Demis  
(PRINT NAME)

TITLE: Vice President

Scott Demis  
(SIGNATURE)

DATE: 9/13/2013

END OF BID FORM



TOWN OF 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 Town of 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 Town of Avon to consider its Bid and make an award in accordance therewith.

New England Energy Controls, Inc.  
Legal Name of Bidder

Scott E. Demie  
(signature)  
Bidder's Representative, Duly Authorized

Scott E. Demie  
Name of Bidder's Authorized Representative

Vice President  
Title of Bidder's Authorized Representative

September 13, 2013  
Date

Subscribed and sworn to before me this 13 day of September, 2013.

Sherry Anderson  
Notary Public Sherry Anderson  
My Commission Expires: 6-30-17

END OF NON COLLUSION AFFIDAVIT FORM

TOWN OF 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  
Maintenance Supervisor

2. BUSINESS NAME <u>State of CT Military</u>	<u>State of CT Judicial</u>
ADDRESS <u>360 Broad St</u>	<u>90 Washington St.</u>
CITY, STATE <u>Hartford, CT 06105</u>	<u>Hartford, CT 06106</u>
TELEPHONE: <u>Ray Mercier Facilities Mtn. Mgr.</u>	<u>Vladimir Kubin 800-706-522</u>
INDIVIDUAL CONTACT NAME AND POSITION <u>860-883-5537</u>	<u>Ronald Macchio 800-706-522</u>

3. BUSINESS NAME Town of Plymouth (Dept. of Public Works)  
 ADDRESS Plymouth Town Hall, 80 Main St  
 CITY, STATE Terryville, CT 06786  
 TELEPHONE: 800-585-4030  
 INDIVIDUAL CONTACT NAME AND POSITION Anthony Lorenzetti, P.E.  
Director of P.W. & Facilities Maint.

4. As a 4th Voluntary submitted reference New England Energy Contra Inc. was involved as a Contractor in the original (1998) Construction/Renovations subsequent HVAC/Controls Service at the town of Canton Public Library/Community Center.

END OF STATEMENT OF REFERENCES FORM

Contact: Kevin Smith  
860-830-9873

TOWN OF 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: (C-Corp)

Bidder's Full Legal Name New England Energy Controls, Inc.  
Street Address 1A Matthews Dr. East Haddam Ind. Park  
Mailing Address (if different from Street Address) East Haddam, CT 06423  
Po Box 403, East Haddam, CT 06423  
Owner's Full Legal Name David C. Carpenter (owner) Scott G. Demi (owner)  
Number of years engaged in business 26 (Incorporated in ST of CT 3/11/57)  
Names of Current Officers  
David C. Carpenter Carol S. Demi David Carpenter  
President Secretary Chief Financial Officer

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

X  Yes        No

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

\_\_\_\_\_

**IF A LIMITED LIABILITY COMPANY:**

*N/A*

Bidder's Full Legal Name \_\_\_\_\_

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:**

N/A

Bidder's Full Legal Name \_\_\_\_\_

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**

Client#: 1896

NEWENGLA13 OCT 30 2013

ACORD<sup>TM</sup>

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Marsh & McLennan Agency LLC, 344 West Main Street, Milford, CT 06460, 203 876-6100. CONTACT NAME, PHONE (A/C, No, Ext): 203 876-6100, FAX (A/C, No):. INSURER(S) AFFORDING COVERAGE: INSURER A: Peerless Insurance, NAIC #: 24074. INSURED: New England Energy Controls, Inc., PO Box 463, East Haddam, CT 06423-0463.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Evidence of Insurance as respects the operations of the insured.

CERTIFICATE HOLDER: Town of Canton, Four Market Street, P.O. Box 168, Collinsville, CT 06022-0168. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Wm. C. Cilento