

Date: June 18, 2024

To: Heating and Cooling Contractors

From: Town of Wallingford, VT

Re: Install Air-Source Heat Pumps for Primary Heating & Cooling and Resistance Units for Supplemental Heating at the Wallingford Town Hall.

GENERAL INFORMATION & SCHEDULE

Issue date: June 18, 2024

Project Viewing/Site Visit: Tuesday, July 9, 2024 at 9:00 AM at 75 School Street, Wallingford, VT 05773

Questions due: Monday, July 15, 2024 by 4:30 PM

Proposal deadline: Thursday August 1, 2024 by 4:30 PM (Sealed written bids only)

Bid Opening: Monday, August 5, 2024

Inquiries/submissions to: Sandi Switzer, Wallingford Town Administrator, 75 School Street, Wallingford, VT 05773 townadmin@wallingfordvt.com 802-446-2872. Alternate contact: Tom Fort, Wallingford Energy Committee Chair, thomas22fort@gmail.com 802-259-4114.

This Bid request invites responses from experienced and professional heating and cooling contractors for work outlined below to be completed at the Wallingford Town Hall at 75 School Street, Wallingford, VT. Submit questions concerning this RFP via email per the schedule outlined above. The RFP can be found on the **Documents and Forms** page of the municipal website www.wallingfordvt.com.

Scope

Primary Heating & Cooling for 1st Floor

The successful bidder (Contractor) shall design, supply and install a 6-head air-source heat pump system to provide primary heating and cooling for the Wallingford Town Hall first floor. Equipment size specifications will be provided in advance of the July 9th site visit. The air-source heat pump system will include separate indoor heads with separate controls in each of the following spaces: Main entry, Town Clerk's office, Town Administrator's office, Zoning office, Fire District office, and North stair near lavatory. A transfer grill with fire damper will be installed to allow heat transfer from the North stair area to lavatory. Manufacturers of equally qualified equipment will be considered with shop drawings of proposed substitution. All interior units shall have

wind free technology installed on units. The system(s) shall be designed to maintain 68 F when the outside temperature is -9F.

Primary Heating & Cooling for 2nd Floor

The successful bidder (Contractor) shall design, supply and install an air-source heat pump system to provide primary heating and cooling to the second floor auditorium. Equipment size specifications will be provided in advance of the July 9th site visit. The system(s) shall be designed to maintain 68 F when the outside temperature is -9F.

Supplemental Heating for 1st Floor

The successful bidder (Contractor) shall design, supply and install a supplemental heating system for the 1st floor consisting of 4 resistance wall-mount heaters located in Town Clerk's office, Town Administrator's office, Zoning office, and Fire District office. Supplemental heat systems shall not deploy above outside temperatures of 5F.

Electrical Requirements

The successful bidder (Contractor) shall provide electrical work as required for new work, including but not limited to a new subpanel, as well as wiring and surge protection for all new units.

Controls

Primary and supplemental systems must be integrated through wiring to allow integrated operation that meet interior environmental requirements as well as code compliance. Smart thermostat controls will be installed with capabilities including but not limited to: track energy usage and environmental conditions, maintenance reminders, and issue detection and alerts.

1st Floor Line Set Requirements

All line sets shall be run inside the building. Horizontal line set distribution shall be in the basement. Indoor heads shall be supplied from the basement via risers, which are concealed in PVC covers. Risers shall not disturb the historic wood wainscot. All line sets, including condensate drains penetrating the exterior wall shall be core-drilled and sealed in the concrete foundation below the brick. All efforts will be made to minimize run length from the exterior to interior units.

2nd Floor Line Set Requirements

All existing refrigerant piping and/or chases will be re-used.

Cutting and Patching

Contractor shall perform cutting and patching necessary for all installations with material that match existing and in a manner that leaves no evidence of patching. Extend painting associated with patching to nearest corner or edge.

Permits and Code Compliance

Design and installation shall comply with Vermont CBES 2024, Vermont Fire & Building Safety Code 2015, Vermont Electrical Safety Rules 2020, Vermont Plumbing Rules 2021, and Vermont Access Rules 2012. Additionally, design and installation shall not have a negative impact on the building's historical listing as determined by the Vermont Division of Historic Preservation (eg. units located in the rear of the building or detached on the side of the building). The Contractor shall obtain and pay for all necessary permits and arrange and pay for all necessary inspections.

Design Review

The Contractor shall prepare a list of proposed equipment and drawings and details within 14 days of notice to proceed, for review and approval by the Owner.

400A Service Alternate (Scope of Work)

Provide cost to Install new 3 phase, 208V, 400A overhead service in anticipation of potential new heating/cooling loads. Install new meter can, service drop, 400A panelboard, and associated grounding and bonding. Drilling through window frames is not permitted. Provide costs of upgrading equipment to 3 phase

and any additional protections or wiring costs associated with 3 phase equipment. Provide description of new panel, equipment quality, mounting location, breakers, connections, and any need for branch circuit extensions. Transfer existing loads from current main panel to new panel. Ensure loads are as balanced as possible across panels. The installation shall be compliant with current CBES and NEC standards (as adopted by the state Division of Fire Safety). Provide all proper state permitting and inspection and coordination with Green Mountain Power. Installation shall limit down time at town office to the greatest extent possible and outage shall be coordinated with the town.

Schedule

The work is to be completed within a 90-day period defined by the Selectboard and agreeable to the installer.

Warranty

The Contractor shall warrant all Work for not less than one year. Equipment shall be warranted by the manufacturer for not less than five years; provide Owner with manufacturer's warranty certificate made out in the Owner's name.

Contractor Qualifications

The successful bidder shall be competent in installing similar units and have a minimum five years of installation experience.

Contractor is responsible to provide all materials, equipment, piping and tools used to complete this work.

Cash Incentives

Manufacturer's and/or Efficiency Vermont incentives will be reflected in the base bid.

Conditions

The contractor is solely responsible for the accuracy of all measurements taken for estimates. No change orders for inaccurate measurements will be considered. All measurements are the responsibility of the contractor.

Any change orders must be itemized, signed, dated and submitted by contractor to the Town Administrator and no action can take place without the approval by Selectboard Chair via signed order.

Areas of work must be clean and free of debris and a general cleanup will be performed by the contractor each day prior to leaving the site.

Damages to the building will be the sole responsibility of the contractor.

RFP Process/Proposal Procedure

Sealed written proposals should include a detailed description of the contractor's qualifications and experience doing this type of work.

Proposal should include the name, address, telephone number and email of the contractor.

Bidders must submit one hard copy of their proposal to include Attachments A and B to: Town Administrator, Town of Wallingford, 75 School Street, Wallingford, VT 05773. Subject: Town Hall Heating and Cooling

Bidders must include descriptions and contact information of three similar projects completed within the past 5 years.

Proposal must include a schedule to include a start date and a completion date.
Proposal must include proof of Liability and Contractors Insurance.

Other Conditions:

Proposed Project Team Members: Clearly indicate the applicant's designated team leader for the project as well as any subcontractors who will be assigned work and their respective expertise in such work.

Bid

- a) **An itemized schedule of all expenses**, including both labor and direct expenses. If the use of subcontractors is proposed, a separate schedule of hours and expenses must be provided for each subcontractor
- b) **A summary of estimated labor hours by task** that clearly identifies the project team members and the number of hours performed by each subcontractor by task
- c) **Cost summary** (1st floor heat pumps, 2nd floor heat pumps, 1st floor supplemental heat, Alternate).
- d) **A maximum total project cost** inclusive of all fees and expenses.
- e) Submit Attachment B with estimate and Attachment A.
- f) Include work and payment schedule with Attachment B.

Additional requirements are as follows:

Applicants are solely responsible for ensuring that sealed proposals arrive on time.
Late replies WILL NOT be considered.

Proposals including Attachments A and B and questions should be submitted to:

Town of Wallingford

75 School Street

Wallingford, VT 05773

Attn: Town Administrator

Subject: Town Hall Heating and Cooling Proposal

Evaluation Criteria & Anticipated Schedule

In compliance with the Town of Wallingford's Purchasing Policy, The Wallingford Selectboard will consider the following when evaluating all complete proposals from qualified Contractors:

- 1) Price
- 2) Bidder's ability to perform within the specified time limits
- 3) Bidder's experience and reputation
- 4) Quality of materials and services specified in the bid
- 5) Bidder's ability to meet terms and conditions
- 6) Bidder's financial responsibility
- 7) Bidder's availability to provide future service, maintenance and support
- 8) Contract provisions that are acceptable to the Town

9) Any other factors the Selectboard determines relevant and appropriate in connection with a given project or service

Terms & Conditions

Communications

It is important that all respondents are given clear and consistent information. Therefore, all respondents are required to submit any questions related to this project or RFP process via email. Responses to all submitted questions will be posted on the Documents page of the municipal website under the Bid Request heading: <https://www.wallingfordvt.com/documents/> Questions concerning this RFP must be received via email per the schedule outlined on page 1. Inquiries received after this date will not be considered or answered.

Partnerships

Consultants may team up with other firms, local or otherwise, in order to provide whatever diversity is deemed necessary for completing the project tasks.

Note that the selected Contractor shall be required to submit insurance certificates.

The Town of Wallingford, Vermont reserves the right to accept or reject any or all proposals, waive any defects, informalities and minor irregularities, to accept exceptions to these specifications, negotiate with one or more parties, and make such awards or act otherwise as it alone may deem in its best interest. Proposals will be reviewed and evaluated by the Wallingford Selectboard based on the information provided in the proposal. The Town reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals.

Non-Discrimination

The Town of Wallingford will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, or genetic information.

The Town of Wallingford, Vermont assumes no responsibility and liability for costs incurred by parties responding to this Invitation for Bids or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract.

Ownership of Documents

Proposals, plans, specifications, and other documents prepared and submitted under this RFP shall become the property of the Town. Proposals, plans, specifications, basis of designs, electronic data, designs and reports prepared under any agreement between the selected contractor or consultant and the Town shall become the property of the Town. Records shall be furnished to the Town by the Contractor upon request at any time, however the Contractor or Consultant may retain copies of the original documents.

Public Records

Any and all records submitted to the Town, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of Town. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages or sections which are believed to be exempt must be specifically

identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

Contract Requirements

Contractors are advised to review all the attached sections of this document in advance of submitting a proposal. The Town of Wallingford reserves the right to alter or amend any or all of these provisions in the project contract.

General Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local laws and ordinances.

Other Terms

Equal Opportunity: the selection of Contractor shall be made without regard to race, color, sex, age, religion, national origin, or political affiliation. The Town of Wallingford is an Equal Opportunity Employer and encourages proposals from qualified minority and women-owned businesses.

Examination of Contract Documents and Project Site

Each bidder is solely responsible for thorough review of the Request for Proposal (RFP) Documents and the examination of Project site prior to submitting a Bid Proposal. Bidders are responsible for inspecting the work locations and making their own area and quantity estimates.

Insurance Requirements

No later than ten days following issuance of the notice of award, Contractor is required to procure and provide proof of the insurance coverage required in the form of certificates and endorsements. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract until the date of recordation of the notice of completion. The coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. (Please refer to Insurance requirements below)

Award Procedure

The bid will be awarded subject to availability of funds. The Town of **Wallingford Selectboard reserves the right to reject any and all bids based on financial constraint or other factors that negatively impact the successful completion of the project.**

Stop Work

If the Work is defective, or if the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the required documents in the Contract Documents, or fails to furnish or perform the Work in conformance with the contract or in such a way that the completed Work will conform to the Contract Documents, the Town may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. Authorization to start work must be issued by the Town.

Period of Performance

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about August 15, 2024 and to end prior to November 15, 2024. Amendments extending the period of performance, if any, shall be at the sole discretion of the TOWN. If work can be performed during the timeframe, please indicate so. Successful contractor shall provide a proposed work timeline and anticipated payment schedule with bid.

Indemnification

Contractor shall indemnify and hold harmless Municipality and Municipality's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorney's fees, liens, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of the said Contractor, its agents, employees, or subcontractors, in the execution of the work or in guarding the same. The Contractor shall defend the Municipality and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent or subcontractor of the Contractor. The Municipality shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

Contractor shall assume full responsibility for the protection of all buildings, structures and utilities (both public and private). All damage, injury or loss to any public or private property, by the Contractor, or any subcontractor, shall be replaced or restored to at least the original condition to the satisfaction of the Municipality at the contractor's expense.

Nothing in this Contract shall constitute a waiver by the Municipality of any statutory limits or immunities from liability.

Insurance

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. Contractor agrees that it will provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and that will otherwise comply with the provisions that follow. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the Municipality. Such policy or policies shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions of this agreement. The provisions of this section shall also apply to all subcontractors, other lower tier contractors, independent contractors and sole proprietors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions. All policies required by this Contract shall be issued by an insurer licensed to do business in the State of Vermont with a rating of A or better from a financial rating organization such as S&P or AM Best. Contractor shall not commence or perform any work under this Contract until certificates of insurance are presented to the Municipality showing the required coverages are in full force and effect with at least the required coverage limit amounts and naming the Municipality as an additional insured.

Contractor agrees to maintain at all times during the period of this Agreement all of the following:

General Liability. Commercial General Liability insurance coverage providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for bodily injury,

property damage, personal injury, contractual liability (applying to this Agreement), independent contractors, and products- completed operations liability (if applicable). Contractor agrees to maintain at all times during the period of this Agreement a total combined general liability policy limit of at least \$2,000,000 per occurrence and \$4,000,000 aggregate, applying to liability for bodily injury, personal injury and property damage, which total limit may be satisfied by the limit afforded under its commercial general liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such policy in combination with the limits afforded by an umbrella or excess liability policy is at least as broad as that afforded by the underlying commercial general liability policy. The policies shall name the Municipality as an additional insured.

Automobile Liability. Business automobile liability insurance covering liability for bodily injury and property damage arising out of the Municipality's ownership, use, maintenance, or operation of all owned, non-owned, and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined bodily injury and/or property damage in the amount of at least \$2,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such umbrella or excess liability policy(ies) shall be at least as broad with respect to such business automobile liability insurance at that afforded by the underlying policy. Unless included within the scope of Contractor's commercial general liability policy, such business automobile liability policy shall also include coverage for motor vehicle liability assumed under contract. The policies shall name the Municipality as an additional insured.

Workers' Compensation. Workers' compensation insurance in compliance with all applicable statutes including an all states or universal endorsement where applicable. Such policy shall include employer's liability coverage in an amount of no less than \$500,000. If Contractor is not required by statute to carry workers' compensation insurance, Contractor agrees: (1) to provide Municipality with evidence documenting Form 29 has been filed with the Vermont Department of Labor, which excludes Corporate officers or LLC members from the requirement of obtaining workers' compensation insurance; (2) to provide prior notice to the Municipality of any change in exemption status (3) to defend, hold harmless, and indemnify Municipality from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for workers' compensation or employers' liability benefits for damages arising out of any injury or illness resulting from performance of work under this agreement. If any such change requires Contractor to obtain workers' compensation insurance, Contractor agrees to promptly provide Municipality with evidence of such insurance coverage.

It will be necessary for responding parties to comply fully with the terms and conditions outlined in this document if they are to be considered. A letter attesting that the respondent has read, understands, and followed all procedures is a part of this RFP must be included as part of the final submittal (see ATTACHMENT A).

ATTACHMENT A

Understanding of RFP Procedure, Terms and Conditions

This page to be returned with Attachment B and qualifications submission.

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Contractor/Team:

Representative's Printed Name:

Representative's Signature:

Date

Estimated date to begin project:

Estimated date to complete project:

Names, Addresses and Phone Numbers of Sub-contractors to be used for this project:

ATTACHMENT B

Wallingford Town Hall - Wallingford, VT Request for Bids for Heating and Cooling at Town Hall Building With Attachments A and B and qualifications due by July 15, 2024.

Contractor Name:

Contact Name:

Contact Phone Number:

Address:

Email Address:

Names & Phones Numbers of references for similar work performed by Contractor (attach extra sheet if needed)

Estimated Labor Hours:

Estimated Material Costs:

Miscellaneous Itemized Expenses:

Bid Summary: 1st Floor Heat Pumps:
 2nd Floor Heat Pumps:
 1st Floor Supplemental Heat:
 400 amp Service Alternate:
 Entire Project Total:

Work Schedule:

Payment Schedule:

The undersigned, having familiarized themselves with the Town Hall building as it relates to all factors of the project and hereby proposes to furnish all labor, equipment and services required to perform the job according to the Request for Bids.

Signature of Bidder

Date

Printed Name and Title