

## Town of Windsor

### Memorandum

November 9, 2021

**TO:** The Honorable Mayor and Town Council

**FROM:** William G. Saunders, IV, Town Manager *WGS IV*

**SUBJECT:** Bid Award for Annual HVAC Maintenance Service for the Windsor Town Center

#### Background

The Invitation for Bid (IFB) #2020-01 for the Annual HVAC Maintenance Services - Town Center was publicly advertised on February 1, 2020. Bids were received on February 25, 2020.

Seven bids were received and reviewed by Brian Camden and staff. Best Repair Company, Inc. was the lowest responsive and responsible bidder for the contract of one (1) year with options for up to four (4) additional one (1) year renewals; and Comfort Systems of Virginia, Inc. was the second lowest.

#### Specifics

It has come to light that the lowest bidder is nonresponsive. Due to this, town staff opened a dialogue with the second lowest bidder, Comfort Systems of Virginia, Inc., which meets the criteria for award and will honor the pricing from their bid response for the first year of contract.

I recommend that Town Council adopt the enclosed resolution authorizing and directing the Town Manager to do all things necessary to proceed forward with the contract with Comfort Systems of Virginia, Inc.

#### Recommended Motion

Move that Council adopt the resolution entitled:

A Resolution Awarding the Annual HVAC Maintenance Services for the Windsor Town Center to Comfort Systems of Virginia, Inc.

**Resolution**

A Resolution Awarding the Annual HVAC  
Maintenance Services for the Windsor Town  
Center to Comfort Systems of Virginia, Inc.

**WHEREAS**, the Town Council must award a contract for HVAC maintenance and repairs to Comfort Systems of Virginia, Inc. for the Windsor Town Center, and;

**WHEREAS**, Comfort Systems of Virginia, Inc. was the lowest responsive and responsible bidder for the contract of one (1) year with options for up to four (4) additional one (1) year renewals.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the Town of Windsor, Virginia as follows:

Section 1. The Town Manager is authorized and directed to do all things necessary to proceed forward with the contract to Comfort Systems of Virginia, Inc.

Section 2. This resolution shall be effective on and after its adoption.

Adopted: November 9, 2021

TESTE:

\_\_\_\_\_  
Town Clerk



295 Bendix Road, Suite 340  
Virginia Beach, VA 23452  
Ph. 757.533.9368

March 3, 2020

*Via E-Mail*

Mr. Michael Stallings, Town Manager  
**TOWN OF WINDSOR**  
8 East Windsor Blvd.  
Windsor, VA. 23487

RE: Annual HVAC Maintenance Service; IFB# 2020-01

Dear Mr. Stallings,

We have reviewed the seven (7) submitted responses to the HVAC Maintenance Service IFB. The IFB required the contractors to submit separate costs for three (3) categories; Normal Working Hours, After Normal Working Hours and As Needed Emergency Services, along with a Grand Total cost.

The Normal Working Hours category required Technician pricing for 40-hours, and Laborer-Helper pricing for 20-hours. The After Normal Working Hours (included holidays and weekends) required Technician pricing for 8-hours and Laborer-Helper pricing for 4-hours. The As-Needed Emergency Services category required Technician pricing for 8-hours and Laborer-Helper pricing for 4 hours.

The following are the Lump Sum Grand Totals from each contractor:

1. Colonial Web Contractors	\$9,312.00
2. JRC Mechanical Inc.	\$7,950.00
3. Refcon Services Inc.	\$7,760.00
4. Hobbs Mechanical	\$7,500.00
5. Professional Heating & Cooling	\$7,332.00
6. Comfort Systems of Va.	\$6,800.00
7. Best Repair Company Inc.	\$6,080.00

The apparent low bidder is Best Repair Company at \$6,080.00, and the next lowest is Comfort Systems of Va. at \$6,800, a delta of \$720.00. However, we note that the IFB required the contractor submitting a bid to; "The selected Contractor must have a contractor's license with an HVAC certification and have the full capability and capacity in all respects to satisfy fully all of the contractual requirements. Proof of licensure and HVAC certification shall be submitted with the bid."

**TOWN OF WINDSOR IFB #2020-01 HVAC Maintenance Services, Windsor, VA.**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between Town of Windsor, Virginia, hereinafter called the Owner, and **COMFORT SYSTEMS OF VIRGINIA, INC** hereinafter called the Contractor, whose address is 4116 S. Military Highway, Chesapeake, VA 23321.

WITNESSETH: WHEREAS, the Owner intends to have an annual HVAC maintenance performed at the Windsor Town Center Building, 23361 Courthouse Highway, Windsor, VA 23487, and,

WHEREAS, the Contractor agrees to perform the work for the rates and sums herein stated.

NOW THEREFORE, the Owner and the Contractor for the consideration hereinafter provided agree as follows:

ARTICLE 1. SCOPE OF WORK

The work to be performed shall be on-call Heating, Ventilation and Air Conditioning (HVAC) Maintenance Services from the Contractor. The Contractor shall provide visual inspections, maintenance, repairs, and-or new installations of Town’s heating, ventilation, and air conditioning (HVAC) systems (herein referred to “units”) on the Windsor Town Center Building. Contractor shall provide all necessary supervision, labor, materials, tools, supplies, parts, equipment, and transportation necessary to perform “as needed” basis.

ARTICLE 2. TIME OF COMPLETION

This is an annual contract starting on the date noted above and continuing for a period of one (1) year with four (4) additional years possible extension at the sole option of the Town.

ARTICLE 3. CONTRACT AMOUNTS

The Owner agrees to pay the Contractor as work is performed and materials are purchased in accordance with the Rate Schedule attached.

ARTICLE 4 PAYMENT

The Owner agrees to pay the Contractor the hourly rate noted in their Bid for the services required to repair or replace the HVAC equipment. The rate schedule can be found attached. (**Appendix A**)

ARTICLE 5. INDEBTEDNESS

The Contractor must submit evidence in the form of actual time spent and material delivered to the project including payrolls, materials bills, subcontracts and outstanding indebtedness in connection with the work have been paid. Payment will be made without unnecessary delay and after receipt of such evidence as mentioned above and final acceptance of the work by the owner.

ARTICLE 6. ADDITIONAL WORK

In its understood and agreed by the parties hereto that no money will be paid to the Contractor for any additional labor or materials furnished on any maintenance, equipment/parts replacement or service until the

Contractor has submitted the cost to the Owner beforehand and the Owner has approved. The Owner specifically reserves the right to modify or amend this contract and the sums due hereunder either by enlarging or restricting the scope of work.

ARTICLE 7. ACCEPTANCE

The work shall be inspected for acceptance by the Owner, his representative or the Construction Manager and promptly upon receipt of the notice from the Contractor that the work is complete and ready for inspection.

ARTICLE 8. DISPUTES PERTAINING TO PAYMENT FOR WORK

Should disputes arise respecting the value of any work done, or any work omitted, or any extra work which the said Contractor may be required to perform, or respecting any other elements involved in this contract, the said dispute shall be brought to the attention of the Construction Manager or Owner's representative who will attempt to settle matters. If he/she is unsuccessful, the dispute will be brought to the attention of the Windsor Town Manager and their decision shall be final and conclusive. Any claims, disputes or other matters in question between the parties to this Agreement shall not be subject to binding arbitration. Any and all claims or disputes, or other matters in question between the parties arising out of or relating to this Agreement or a breach thereof shall be resolved by appropriate proceedings in Isle of Wight County Circuit Court, and in no other forum.

ARTICLE 9. TERMINATION FOR BREACH, ETC

If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors violate any of the provisions of this contract, the Owner may serve written notice upon him of its intention to terminate said contract; and unless, within ten (10) days after the serving of such notice, such violation shall cease, the Owner then may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor. The Owner may take possession of and utilize in completing the work, such materials, appliances, paint, and any other property belonging to the Contractor as may be on the site of the work and necessary therefore. The Owner may, at any time upon ten (10) days written notice to the Contractor, terminate (without prejudice to any right of remedy of the Owner) the whole or any portion of the work for the convenience of the Owner.

ARTICLE 10. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE APPLICATION THEREOF.

The Owner may withhold from payment to the Contractor such an amount or amounts as, in its judgment, may be necessary to pay just claims against the Contractor or any subcontractor for labor and services rendered and materials furnished in and about the work. The Owner may apply such withheld amounts on the payment of such claims in its discretion. In so doing, the Owner shall be deemed the agent of the Contractor and payments so made by the Owner shall be considered as payment made under the Contract by the Owner as to such payment made in good faith. Such payments may be made without prior determination of the claim or claims.

ARTICLE 11. LIABILITY AND INDEMNIFICATION

The Contractor agrees that it/he shall at all times protect and indemnify and save harmless, Town of Windsor and all institutions, agencies, departments, authorities and instrumentalities of the Town and any member of

their governing bodies or of their boards or commissions or any of their elected or appointed officers or any of their employees or authorized volunteers from any and all claims, damages of every kind and nature made, rendered or incurred by or in behalf of any person or corporation whatsoever, including the parties hereto and their employees that may arise, that occur or grow out of any acts, actions, work or other activity done by the said Contractor in the performance and execution of this Contract.

ARTICLE 12. SUBCONTRACTOR

No part of this contract shall be sublet by the Contractor without prior written approval of the Owner.

ARTICLE 13. LIQUIDATED DAMAGES (N/A)

ARTICLE 14. VIRGINIA PUBLIC PROCUREMENT ACT.

Contractor agrees to comply with all of the mandatory provisions of the Virginia Public Procurement Act, which are incorporated herein by reference, including those concerning non-discrimination, payment of subcontractors, employment of aliens, maintaining a drug free workplace and maintaining all state licenses and SCC corporate registration. Contractor's tax identification number is \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CONTRACTOR:

BY: \_\_\_\_\_

ATTEST

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

OWNER:

TOWN OF WINDSOR:

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

ATTEST

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

APPROVED AS TO FORM:

ATTORNEY

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

# TOWN OF WINDSOR

## Town Elected Officials

Glyn Willis, Mayor  
Greg Willis, Vice Mayor  
Walter Bernacki  
Kelly Blankenship  
J. Randy Carr  
Jake Redd  
George Stubbs



Established 1902

Town Manager  
William Saunders

Clerk  
Terry Whitehead

Treasurer  
Cheryl McClanahan

Town Attorney  
Fred Taylor

Via E-Mail; [crystal@comfortsystemsva.com](mailto:crystal@comfortsystemsva.com)

October 25, 2021

Ms. Rhonda Bridgeman, President  
Comfort Systems of Virginia  
4116 S. Military Highway  
Chesapeake, VA 23321

Re: Town of Windsor IFB#2020-01 – HVAC On-Call Services

Dear Ms. Bridgeman,

Please accept this letter as notification from the Town of Windsor that Comfort Systems of Virginia is the apparent low bidder on the above referenced project.

We are happy to notify you of this and request further information in order to determine if Comfort Systems of Virginia meets all requirements to contract for the on-call service.

Please provide the following information (Via email is acceptable):

1. Current Class A contractor's license with appropriate HVAC Classifications.
2. Proof of certification to service Trane Brand HVAC equipment and prior experience with Trane equipment; as all HVAC equipment at the Town Center is manufactured by the Trane Company.
3. Roundtrip cost for a technician and laborer to travel from your shop/office to the Town Center site (23361 Courthouse Highway, Windsor VA 23487).

Should Comfort Systems of Virginia qualify, this would be for a one (1) year contract with four (4) additional years of possible extension.

Sincerely,

William G. Saunders, IV, AICP  
Town Manager  
Town of Windsor, VA  
(757) 242-3620  
[wsaunders@windsor-va.gov](mailto:wsaunders@windsor-va.gov)

8 East Windsor Boulevard - P. O. Box 307 - Windsor, Virginia 23487  
Telephone (757) 242-4288 Fax (757) 242-9039 E-mail [windsor@windsor-va.gov](mailto:windsor@windsor-va.gov)

Comfort Systems of Virginia, Inc.  
4116 S. Military Highway  
Chesapeake, VA 23321



Telephone: (757) 558-6007  
Fax: (757) 558-0099  
www.comfortsystemsva.com

October 27, 2021

William G. Saunders, IV, AICP  
Town Manager, Town of Windsor, Virginia  
8 East Windsor Blvd.  
Windsor, Virginia 23487

Re: INVITATION FOR BIDS – IFB #2020-01 Heating Ventilation and Air Conditioning (HVAC)  
Maintenance Service for the Town of Windsor

Dear Mr. Saunders,

Thank for the opportunity to provide additional information regarding the above referenced IFB for the Town of Windsor. Below is our response to each of your inquiries.

**1. Provide proof of current Class A contractor's license with appropriate HVAC Classifications.**

*Please see attached copy of Comfort Systems of Virginia, Inc.'s VA Contractors License valid through June 30, 2022.*

**2. Provide proof of certification to service Trane Brand HVAC equipment and prior experience with Trane equipment.**

*In our area, Trane does not offer any training certifications for the servicing of their equipment outside of their own employees. We currently have two previous Trane field employees on staff and have attached their resumes for your review.*

*Comfort Systems of Virginia, Inc. has extensive knowledge and experience with Trane equipment varying in size. We currently hold contracts to provide service and/or repair of various types of Trane equipment for Norfolk State University, Brunswick County, the City of Virginia Beach and Currituck County, just to name a few.*

*In addition to our experience with Trane equipment, our service personnel hold certifications for many other types of equipment. Copies of these certifications are being provided for your review. Due to file size, we have uploaded these documents to the below listed Dropbox link for your use.*

*<https://www.dropbox.com/sh/dv2zkdtwv6wako3/AAAqwBX1ulMiMCebFB-6GfVRa?dl=0>*

**3. Round-trip cost for a technician and laborer to travel from your shop/office to the Town Center site (23361 Courthouse Highway, Windsor, VA 23487).**

*The round-trip cost for a technician and laborer to travel from our shop/office to the Town Center site will be a \$35.00 truck charge.*

Please feel free to contact our office if you have any questions or require any additional information.

Sincerely,

Rhonda V. Bridgeman  
President



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON  
06-30-2022

NUMBER  
2705107231

BOARD FOR CONTRACTORS  
CLASS A CONTRACTOR  
\*CLASSIFICATIONS\* CBC GFC HVA PLB RBC



COMFORT SYSTEMS OF VIRGINIA INC  
4116 SOUTH MILITARY HIGHWAY  
CHESAPEAKE, VA 23321



*Mary Broz-Vaughan*  
Mary Broz-Vaughan, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS  
CONTRACTOR

\*CLASSIFICATIONS\* CBC GFC HVA PLB RBC  
NUMBER: 2705107231 EXPIRES: 06-30-2022

COMFORT SYSTEMS OF VIRGINIA INC  
4116 SOUTH MILITARY HIGHWAY  
CHESAPEAKE, VA 23321



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)

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