

Bid Documents

Contract Documents

Fire Headquarters Kitchen Hood Project

Prepared by the
Borough of Naugatuck
Fire Department

February 2020



Borough of Naugatuck

BOROUGH OF NAUGATUCK

Invitation to Bid

Borough of Naugatuck

Sealed bids will be received by the Purchasing Agent until 11:00 a.m., Friday, March 13, 2020 at the Town Hall, 229 Church Street, Naugatuck, CT and will be publicly opened and read aloud in the Commissioner's Corner, located on the 4th floor for the following:

Contract No. 19-26 Fire Headquarters Kitchen Hood Project

The contract documents may be examined at the Office of the Purchasing Agent, Town Hall 229 Church Street, Naugatuck, CT 06770.

Fire Headquarters Kitchen Hood Project

Copies of the bid documents may be obtained at the Department of the Purchasing Agent upon submission of a non-refundable fee in the form of a check or money order, payable to the **Borough of Naugatuck**, for **\$50.00** per set. Bid documents can also be obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov/publicnotices.htm> . Contact information must be submitted three (3) days in advance to be considered. No bidder may withdraw his/her bid within ninety: (90) days after the actual date of the opening thereof.

The Borough of Naugatuck reserves the right to reject all bids.

An Affirmative action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

60 – 1.4 – Equal opportunity clause:

- (a) Government contracts. Except as otherwise provided, each contracting agency shall include the following Equal Opportunity clause, contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): During the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment. Notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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60- 1.4 – Equal opportunity clause *continued*:

(3) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement, or other contract, or understanding, a notice to be provided by the Agency contracting officer advising the labor union or workers' representative of the contractor's Commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all the provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all of the information and reports required by Executive Order 11246 of September 24, 1965. By the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, will permit access to his/her books, records, and accounts by the contracting agency and the Secretary Of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders. This contract may be cancelled, terminated or suspended in whole or part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive order 1126 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with litigation, with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Borough of Naugatuck

Fire Headquarters Kitchen Hood Project

1. Instructions to Bidders:

The attached bid form should be completed and enclosed in envelopes (outer and inner) both of which to be sealed. The following to be printed on each envelope; "Fire Headquarters Kitchen Hood Project".

Bids should be mailed or delivered to:

**Purchasing Office, Town Hall
Borough of Naugatuck
229 Church Street
Naugatuck, CT 06770**

The following information shall be submitted with each bid:

1. A list of references and similar projects completed within the last 5 years.
2. 2. List of materials and specifications for material and products to be supplied and installed

2. General:

- 2.1 The vendor offers and agrees to assign to the public purchasing body all right, title and interest. In all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property, or intangibles of any kind pursuant to a public purchasing contract body awards or accepts such contracts without further acknowledgement by the parties
- 2.2 Any item not supplied in accordance with these specifications or of inferior quality, must be corrected in a satisfactory manner at the Vendor's expense.
- 2.3 If the Vendor wishes to claim that any instructions given him in connection with a specific order for items purchased hereunder requires cost above and beyond what the specifications and instructions contained herein provide. He shall, within five (5) days after the receipt of such instructions, and in any event before proceeding to make delivery, submit his protest there to in

writing to the Borough of Naugatuck stating clearly, and in detail the basis of his objection. No such claim shall be considered unless so made.

2.4 The Borough of Naugatuck reserves the right to require a bidder to furnish satisfactory evidence of his ability to furnish the materials and work upon which his bid is based.

2.5 The Vendor shall not sublet, sell, transfer, assign or otherwise dispose of the work, or any portion thereof, or of his right, title or interest herein, to any person without the written approval of the town.

2.6 Questions should be directed to:

Ellen Murray

Fire Chief

emurray@naugatuck-ct.gov

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3. Special Bid Terms and Provisions

3.1 The person, persons, or corporation selected to undertake the execution of the work under these specifications is herein designated as the "Vendor".

3.2 Should the specifications appear contradictory in any particulars, or should there be apparent errors, the Vendor shall refer the matter to Director of Information Technology for explanation or correction and shall abide by his decision.

3.3 All material is to be of high quality. Should the Vendor introduce any material different from the sort of quality herein described or reasonably implied in the specifications, it shall be immediately removed if so ordered at any time during the progress of the work.

3.4 The Vendor will be held responsible for his work and is to protect it from injury by rain, snow, frost or any other cause. When finished, deliver it up in a perfect and undamaged state without exception.

3.5 If the Vendor claims that any instructions given him involve extra cost or extension of time, he shall, within, five (5) days after receipt of such instructions, and in any event before proceeding to execute the work, submit his protest in writing to the Borough of Naugatuck stating clearly and in detail the basis of his objection. No such claim shall be valid unless so made.

3.6 The Borough of Naugatuck is exempt from the payment of taxes imposed by the Federal Government and State of CT. Such taxes should ***not*** be included in the bid.

3.7 In the signing of the attached proposal, the bidder certifies that same is submitted on his own behalf, that he is the only person or persons interested in the proposal as principals, that it is made without collusion with any person, firm or corporation, that he is not acting as any agent for any other corporation, and that he is not acting as an agent for any other Bidder who is also submitting a bid against this invitation.

3.8 In the signing of the attached proposal the bidder certifies that he has familiarized himself with the nature and extent of the Contract Documents, work, site locality, and all local conditions, laws and regulations and permits that in any manner may affect cost, progress, performance, or furnishing the work.

3.9 The Vendor shall agree to comply with the requirements of the State of Connecticut Executive Order No. 3 promulgated to promote equal employment opportunity and non-discrimination throughout the labor force in Connecticut.

- 3.10 The Vendor shall give all notices and comply with all laws and regulations applicable to furnish and performing the work. Except where otherwise expressly required by law or regulation, the Borough of Naugatuck shall not be responsible for monitoring Vendor's compliance with laws and regulations.
- 3.11 If the Vendor observes that the specifications or drawings violate any necessary changes may be evaluated by the Borough of Naugatuck.
- 3.12 The Borough of Naugatuck shall use the attached time and materials rates and prices for emergency and routine construction as well as general small quantity material purchasing.

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4. Basis of Bid

The Borough of Naugatuck reserves the right to reject any and all bids in whole or in part including the low bid. To make partial awards to waive any irregularity in any quotation, to increase or decrease quantities, if quantities are listed on the bid, and may reject any bid that shows omission alterations of form, additions not called for, conditions, or alternate proposals, and may make any such award as it deemed to be in the best interest of Borough of Naugatuck. The Borough of Naugatuck shall award bids on a case-by-case basis, depending on cost, availability, location, quality, productivity, etc. strictly determined by the Borough.

5. Basis of payment

Change of contract price- Regardless of the method used to determine the value of any change in the contract price, the Vendor will be required to submit evidence satisfactory to the owner, substantiating each and every item that constitutes his proposed value of change.

6. Sampling, Inspection and Testing

- 6.1 The Borough of Naugatuck reserves the right to take samples of the materials that are used to be furnished under this contract.
- 6.2 It is the intent of the specifications to secure products which will meet the requirements of the State of Connecticut Department of Transportation Specifications Form 817 as revised, which shall be the basis for the properties of materials, methods of construction, methods of measurement and criteria for payment, except as specifically or amended by the specifications

7. Non-Exclusivity

The Borough of Naugatuck shall not be prevented by this bid, any contract expressed or implied by it, or purchases made pursuant to it from purchasing the items referred to herein from another Vendor or vendor. This bid shall not establish an exclusive contract for the Vendor selected hereby.

8. Insurance Requirements

Borough of Naugatuck requires contractors to have necessary insurance coverage and limits as described in the Bid Document

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Description of Project

A. Project Description

1. Introduction

The provider shall quote services for the installation of a new stainless steel grease exhaust hood with lights and stainless steel baffle type grease filters. Hood to be factory installed on the top and back to comply with all NFPA regulations and Building Codes with a Fire Suppression System that meets all NFPA regulations and UL 300 Standards.

New CFM 1080 inline exhaust fan including a grease catch or equivalent

New 864 CFM inline heated and filtered supply fan or equivalent

Quote shall include but not limited to all costs for electrical, carpentry, masonry, cutting and sealing of ductwork to the outside.

Prints to be submitted upon award of project for approval by local jurisdiction and all permits to be taken out with local authority. Municipal permit fee waived.

A separate but included quote for the replacement of the drop ceiling after the installation of the hood.

Bidders are invited to preview the project and see specific requirements on March 2, 2020 & March 4, 2020 between the hours of 8AM and 12PM.

Borough of Naugatuck Bid Form

The undersigned hereby agrees to furnish the Borough of Naugatuck, meeting the specifications and conditions of the Borough of Naugatuck as stated in the bid documents.

The undersigned is aware that the Borough of Naugatuck may reject all bids in a whole or in part; that the Borough of Naugatuck may waive technical defects, irregularities and omissions; that the award will be based on the combination of items that will best serve the interest of the Borough; that the bid price does not include any taxes for which the town is not liable; and that acceptance of the bid will establish no exclusive contract by which the Borough of Naugatuck will be required to purchase from the undersigned.

The undersigned claims without reservation that his/her bid is made without collusion with any other person, individual or corporation.

Bid item quantities for unit price bid items are not guaranteed final payment will be based on actual purchased quantities.

Bidders are not required to bid on all items and may enter additional equipment, products or materials that are available in the space provided. Additional bid sheets may be added as required.

The Borough of Naugatuck will not purchase items bid at above market rate.

All items bid must meet Borough of Naugatuck and State specifications.

Company Name _____

Address _____

Email _____

Phone Number _____ Fax Number _____

Signature _____ Date ____/____/____

Printed Name & Title _____

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Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature _____ Date ____/____/____

Printed name

Name of Business

BOROUGH OF NAUGATUCK: INSURANCE REQUIREMENTS

Indemnification and Insurance

_____ ('The Contractor') shall indemnify, defend and hold harmless the Borough of Naugatuck, its officials, employees, and agents of the Borough of Naugatuck from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of this Agreement or due to the Contractor's negligence or willful misconduct or omissions of the Contractor or its employees, agents, subcontractors or representatives.

Prior to the commencement of the work, and until final completion and acceptance of the work, the Contractor shall procure and maintain the following types of insurance, and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best Rating of A- (XI) or better. Such insurance will protect, defend and indemnify the Borough of Naugatuck from all claims, which may arise out of, or result from the Contractor's obligations under this agreement, whether caused by the contractor or by a subcontractor or any person or entity directly or indirectly employed by the Contractor or by anyone for whose acts said Contractor may be liable.

- B. *Workers Compensation:* The Contractor shall provide workers compensation and employer's liability insurance that complies with the regulations of the State of

Connecticut with limits no less than \$1,000,000 each accident by bodily injury; \$1,000,000 each accident by disease and a policy limit of \$1,000,000.

- C. *Commercial General Liability Insurance*: The Contractor shall provide commercial general liability insurance policy that includes products, operations and completed operations as follows: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000. The policy shall name the Borough of Naugatuck as additional insureds. In addition:

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- Such policy will be provided on an occurrence basis, will be primary, and shall not contribute in any way to any insurance or self-insured retention carried by the additional insureds.
- Such policy shall contain a broad form contractual liability endorsement or similar wording within the policy form.
- Such policy shall contain a waiver of subrogation in favor to the Borough of Naugatuck.
- Such policy shall include coverage for the Contractor's sub-contractors or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor might be liable.

- C. *Commercial Automobile Insurance*: The Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

- D. *Umbrella Liability Insurance*: The Contractor shall provide commercial umbrella liability with limits no less than \$5,000,000 each occurrence and \$5,000,000 in the aggregate which shall be following form, without restriction or limitation, providing coverage over items (A), (B), (C), as noted above.

Prior to the issuing of any notice to proceed by the Borough of Naugatuck, the Contractor shall furnish the Borough of Naugatuck with Certificates of Insurance evidencing such insurance as set forth above. Said policies shall not be cancelled or permitted to lapse until completion and approval of the performance of the work until ten (10) days after the Borough of Naugatuck has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated.

The Contractor shall advise all their insurers of the contract provisions regarding insurance. The failure of the Contractor to notify insurers of the contract provision shall not relieve the Contractor from its insurance obligations under the Agreement. Non-fulfillment of the insurance

provisions shall constitute a breach of this agreement and the Borough of Naugatuck retains the right to stop work until proper evidence of insurance is provided.

Signed:

Date:

Signed:

Date:
