

Fuel Master - Fuel Dispensing System

NAUGATUCK, CONNECTICUT

CONTRACT DOCUMENTS

**PREPARED BY THE
BOROUGH OF NAUGATUCK
CONNECTICUT**

August 2015



BOROUGH OF NAUGATUCK

INVITATION TO BID

Sealed bids will be received by the Purchasing Agent, Town Hall, 229 Church Street, Naugatuck, CT 06770 on or before August 24, 2015 at 11:00a.m., for supplying the Borough of Naugatuck with the following projects:

Police Department / Golf Site – Fuel Master - Fuel Dispensing System

****** PLEASE NOTE: The successful bidder will be awarded all work, when and if funds become available upon Public and Borough Board approval.**

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

Copies of the specifications may be obtained at the Office of the Purchasing Agent upon submission of a non-refundable plan deposit in the form of a check or money order payable to the Borough of Naugatuck in the amount of \$50.00 per set. Plans and specifications can also be obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov/content/77/1629/default.aspx> All firms obtaining plans and specifications must submit contact information by e-mail to whozer@naugatuck-ct.gov

The Borough of Naugatuck reserves the right to waive any informality or to reject any or all bids.

No Bidder may withdraw his bid within (90) days after the actual date of the opening thereof.

SPECIFICATIONS

Scope of Work

Replace existing Gas Boy fuel management system with a **Fuel Master Fuel Dispensing and Management System**, to allow for the accurate, monitored supported and software upgradeable system for the dispensing of fuel to Borough of Naugatuck owned vehicles.

All system components shall be supplied and installed in a manner to be networked and compatible with existing Naugatuck Police Department computer servers. All installed equipment shall allow for supported system software upgrades when applicable. The scope of this installation shall provide for the secure access, dispensing and monitoring of fuel at existing fuel pump stations, located on Borough owned property locations, as follows:

- (1) The Naugatuck Police Department
- (2) Hop Brook Public Golf Course

The main site for all systems monitoring and controls shall be managed from the Police Department location. Installation shall include for the complete, working and integrated use of the following Fuel Master Brand components:

Police Department:

- (1) – Fuel Master FMU3505Plus; Prokee 2.4 FMU (Gray)
- (1) - 227838A Fuelmaster Plus Windows Software or (*most current version)
- (100) - 172405 Prokee (Black)
- (1) – 941B0227 Network Card (permits Communication w FMU via Ethernet Connection)
- (1) – 941B0438B HID Reader High Frequency
- (1) – 941D0120 Prokee Encoder USB
- (13) – AIM 2.4 Module Assy Kit, Internal Antennae – **to be installed within 13 designated Police Department Vehicles**

Golf Course Site (To be integrated and controlled back to main PD site and connected to Naugatuck Police Department computer servers):

- (1) FMU2500PlusG: Prokee Master Unit (Gray)
- (1) – 217557 Phone Line Simulator (Viking Box)
- (100) – 172405 Prokee (Black)

Installation shall include provisions for onsite training of personnel in the accurate use of all

newly installed equipment. Installation from vendor and component warranties from manufacturers shall be provided and limitations fully explained/ provided to owner or designee prior to installation approval.

NOTE: Prior to bidding, all questions regarding scope of work and site visits shall be coordinated with Lt. Greg Dean of the Naugatuck Police Department at 203-720-7282.

SECTION A

INFORMATION FOR BIDDERS

Borough of Naugatuck

Fuel Master Fuel Dispensing and Management System

1. Proposals Received

Sealed proposals for the **Fuel Master Fuel Dispensing and Management System** will be received by the Purchasing Office, Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770 until August 24, 2015 at 11:00 a.m. local time. Immediately following the bids will be publicly opened and read aloud.

2. Location and Description of Work

These specifications will provide a basis for the furnishing of all materials, equipment, labor transportation, testing and other goods and services necessary to complete the furnishing, installation and application of **Fuel Master – Fuel Dispensing System**

3. None

4. Plans and Specifications

Copies of the Specifications may be seen and obtained at the Purchasing Office, Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770

The construction contract for the **Fuel Master – Fuel Dispensing System**, will be entered into by the successful bidder and the Borough of Naugatuck.

Where insurance is required to be carried in the name of the State of Connecticut and the State of Connecticut is to be held harmless, this shall be done in the name of the Borough

of Naugatuck and the Borough of Naugatuck shall be held harmless.

All requirements for material testing, certificates of the compliance or material certifications shall be done as if this were a contract being entered into with the State of Connecticut.

It is the intent of this contract to maintain all standard requirements of Form 816 without attempting to redefine every term within the 816 to the "Borough of Naugatuck".

The bidder shall, therefore, be aware that the Borough of Naugatuck and her agents shall inspect and administrate this contract, make contract interpretations, determine the acceptability of the work and approve requests for payments. The Contractor shall be responsible for the requirements stated in Form 816 and in the construction drawings.

5. Addenda and Interpretations

No interpretations of the meaning of the Specifications, or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation shall be in writing, addressed to Lieutenant Greg Dean, Borough of Naugatuck Police Department, 211 Spring Street Naugatuck, CT 06770. To be given consideration, such requests must be received at least six (6) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders, at the respective address furnished for such purposes, not later than four (4) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretations shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

6. Familiarity of the Work

Each Bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the work as set forth in the Contract Documents. No allowance will be made to a Bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the Bidder has made such examination.

The Owner assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project.

The Contractor agrees that he shall make no claim for and has no right to additional payment or extension of time for completion of the work, or any other concessions, because of any interpretations or misunderstanding on his part of this Contract, or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

7. None

8. Estimate of Work

For bidding purposes, the work has been subdivided into unit price items. The quantities shown below are to be considered as approximate only. The Inspector does not expressly or by implication agree that the actual quantity(ies) will correspond therewith, but reserves the right to increase or decrease the amount of any Item or portion of the work as may be deemed necessary.

9. Qualification of Bidders

A Bidder shall be a contractor who is experienced in the construction of the projects of this type. The Proposal shall contain adequate proof of the qualifications of the Bidder to perform, in a satisfactory manner and within the time specified, all the work covered by the Plans and Specifications. This proof shall be fully recorded on the pages titled "References", which shall become part of the Proposal.

10. Disqualification of Bidders

More than one proposal from an individual, firm, partnership, corporation, or an association under the same, or different, names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders; and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class or work contemplated.

11. Preparation of Proposals

The Proposal must be made upon the forms contained herein. The blank spaces in the Proposals must be filled in correctly where indicated. The Bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each Item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing, or printing, and shall not be used. The Bidder shall sign his Proposal correctly. If an individual makes the Proposal, his name and post office address must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address of the firm, partnership, or corporation.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, this address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Purchasing Office, Borough of Naugatuck, City Hall, 229 Church Street,

Naugatuck, CT 06770.

12. Irregular Proposals

The Borough of Naugatuck reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

13. None

14. Withdrawal of Proposals

If a Bidder wishes to withdraw his Proposal, he may do so before the time fixed for the opening of bids by communicating his purpose to the office of the Mayor. Upon such notice, the Proposal will be handed to him unopened.

15. None

16. None

17. None

18. Responsibility of the Contractor

Attention is hereby particularly directed to the provisions of the Contract and Specifications whereby the Contractor shall be responsible for any loss or damage that may happen in the work, or any part thereof, during its progress and also whereby the Contractor shall make good any defects for faults that may occur within one (1) year after date of final estimate. He shall indemnify and save harmless the Owner and Engineer from any damages or costs to which they may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of the work under this Contract.

19. Insurance

Before execution of the Contract, the Bidder will be required to file with the Borough of Naugatuck a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Borough of Naugatuck shall name the Borough of Naugatuck and the State as additional insured parties on the form furnished with these specifications. The "Certificate of Insurance" shall state that at a minimum, with respect to the contract, the bidder carries insurance in accordance with the requirements and stipulations listed below.

Unless requested otherwise by the Borough of Naugatuck, the Bidder and its insurer shall not assert the defense of governmental immunity in the adjustment of claims or in the defense of any claim or suit brought against the Borough of Naugatuck and the State. The Bidder shall assume and pay all cost and billing for premiums and audit charges earned and payable under the required insurance.

A. Workmen's Compensation Insurance: With respect to all operations the Bidder performs and all those performed for it by subcontractors, the Bidder shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State.

B. Contractor's Public Liability and Property Damage Insurance: With respect to the Project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry regular Contractor's Public Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 for all damages during the policy period.

C. Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$500,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. If an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$1,000,000.

D. With respect to the project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry for and on behalf of the Borough of Naugatuck, and State, insurance which shall provide coverage for each accident or occurrence in the amount of \$2,000,000 for all damages resulting from (1)

bodily injury to or death of person and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 for all damages during the policy period.

E. Railroad's Protective Liability Insurance: When the contract involves work on, over or under the right of way of any railroad company, the Bidder shall, with respect to the project operations it performs and also those performed for it by subcontractors, carry Railroad Protective Liability Insurance for and on behalf of the railroad company. The insurance shall provide coverage for each accident and occurrence in the amount of \$2,000,000 for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$6,000,000 for all damages during the policy period.

F. Blasting: When explosives are to be used in the prosecution of the work, the insurance required under paragraphs b, d and e above shall also contain provisions for protection, in the amounts state, against damage claims due to such use of explosives.

G. Termination or change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Borough of Naugatuck by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the appropriate Official.

H. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Borough of Naugatuck and State against all damages, even if groundless.

I. Compensation: There shall be no direct compensation allowed the Bidder on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

20. Care and Protection of Property

The Contractor shall take particular care to avoid damages to all private property and to private improvements within the Boroughs' right of way. He shall make good any damages to the satisfaction of the Inspector. There shall be no additional compensation for the repair or restoration of private property, or private improvements. within the Boroughs' right of way.

21. Sales Tax

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Owner will furnish the successful Bidder a sales tax exemption number.

22. Compliance with Federal and State Regulations

The Contractor shall be responsible for full compliance with any Federal and/or State laws, regulations and standards, as applicable to any project fully or partially funded by State and/or Federal funding agency. This project is funded, in part, by the State and Federal government.

23. Permits

All licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Contractor, at no additional cost to the Owner.

24. None

25. Contractor's Right to Terminate Work

If the work should be stopped under an order of any court or other public authority, for a consecutive period of not less than thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may terminate this Contract and recover from the Owner payment for all work executed.

26. None

27. None

28. Right to Reject

The Owner reserves the right to reject any or all proposals or to accept any bid, should it deem it to be in the best interest of the Owner