

# **CONTRACT DOCUMENTS**

**Contract No. 20-26**

**TWO (2) – 12,000lb GVWR Deck-over Trailers**

**BOROUGH OF NAUGATUCK  
Department of Public Works**

**February 2020**



**BOROUGH OF NAUGATUCK**  
**INVITATION TO BID**

**Borough of Naugatuck**

Sealed bids will be received and opened at the Borough of Naugatuck, Town Hall, Purchasing Office(located in the basement), 229 Church Street, Naugatuck, CT 06770, on **Monday February 24, 2020 at 11:00 a.m.**, at which time and place all bids will be publicly opened and read aloud for supplying The Borough of Naugatuck with the following:

**Contract No. 20-26**  
**Two (2) – 12,000lb GVWR Deck-Over Trailers**

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

Contract Documents can be obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov>. All firms obtaining Contract Documents and wishing to be sent any addendums shall submit contact information by e-mail to [jscully@naugatuck-ct.gov](mailto:jscully@naugatuck-ct.gov). All bidders must check the Naugatuck web site no more than three days prior to the bid opening to check for addendums.

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

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

“An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply. This contract is subject to state set-aside and contract compliance requirements.”

# INFORMATION FOR BIDDERS

## Borough of Naugatuck

### 1. Proposals Received

Sealed bids will be received and opened at the Borough of Naugatuck, Town Hall, Purchasing Office (located in the basement), 229 Church Street, Naugatuck, CT 06770, on **Monday February 24, 2020 at 11:00 a.m.**, at which time and place all bids will be publicly opened and read aloud for supplying The Borough of Naugatuck with Two (2)– 12,000lb GVWR Deck-Over Trailers.

### 2. 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 Mr. James Stewart, P.E., Borough of Naugatuck, Department of Public Works, Office, 246 Rubber Ave. 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.

### 3. Qualification of Bidders

A Bidder shall be a manufacturer of Manufacture's dealer who is experienced in manufacturing and servicing this type of equipment being bid. The Proposal shall contain adequate proof of the qualifications of the Bidder to supply the bid equipment in a satisfactory manner and within the time specified

Lowest Responsible and Qualified Bidder: As used in this section, "lowest responsible and qualified bidder" means the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully manufacture and deliver the specified equipment.

### 4. 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 delivery of the equipment bid.

### 5. 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 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.

## 6. 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.

## 7. 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.

## 8. Sales Tax

Certain Equipment is 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.

## 9. 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

## 10. Payment Terms and Billing:

Payment shall be made only after the Borough of Naugatuck receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Borough of Naugatuck for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

## 11. Purchase Orders.

- (a) The Contract award itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Borough of Naugatuck shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other Borough of Naugatuck and Borough of Naugatuck requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Borough of Naugatuck may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Borough of Naugatuck shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

## 15. Indemnification.

(a) The Contractor shall indemnify, defend and hold harmless the Borough of Naugatuck and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the Borough of Naugatuck in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Contractor shall not be responsible for indemnifying or holding the Borough of Naugatuck harmless from any liability arising due to the negligence of the Borough of Naugatuck or any other person or entity acting under the direct control or supervision of the Borough of Naugatuck.

(c) The Contractor shall reimburse the Borough of Naugatuck for any and all damages to the real or personal property of the Borough of Naugatuck caused by the Acts of the Contractor or any Contractor Parties. The Borough of Naugatuck shall give the Contractor reasonable notice of any such Claims.

(d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the Borough of Naugatuck is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the Borough of Naugatuck to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Borough of Naugatuck prior to the Effective Date of the Contract evidencing that the Borough of Naugatuck is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

## 16. Contractor Guaranties. Contractor shall:

(a) Perform fully under the Contract;

(b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

(c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;

(d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

(e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and

(f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

17. Implied Warranties. BOROUGH OF NAUGATUCK does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

18. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

19. Delivery.

(a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a designated location in the borough of Naugatuck. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the ground at the designated location during business hours unless other arrangements are agreed to by the Borough. The receiving personnel of the Borough of Naugatuck are not required to assist in this process. The decision of THE BOROUGH OF NAUGATUCK as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

(b) In order for the time of delivery to be extended, the Borough of Naugatuck must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.

(c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Borough of Naugatuck unless otherwise stated in the Contract.

(d) All risk of loss and damage to the Goods transfers to the Borough of Naugatuck upon Title vesting in the Client Agency.

20. Goods Inspection. The Borough of Naugatuck shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Borough of Naugatuck may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

21. Questions

Please direct all questions to:

James Stewart  
Director of Public Works  
Naugatuck Street Department  
246 Rubber Avenue  
Naugatuck, CT 06770  
Tel: (203) 720-7072

## 22. 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.

(3) The contractor will send to each labor union or representative of workers with which he 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 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 information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his 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 nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in 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 the 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 11246 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.

## **DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

### **1. DESCRIPTION OF GOODS AND SERVICES:**

The types of trailers to be purchased under this Contract include, but are not limited to the following:

- The Borough of Naugatuck requests that sealed bids be submitted for the purchase of  
(2) NEW 12,000lb GVWR Deck-Over Trailers.

#### **a) Delivery:**

Contractor shall make deliveries as specified by the ordering Borough of Naugatuck during the Client Agency's normal business hours. At the Borough of Naugatuck's request, Contractors are required to provide written estimated delivery times once an order has been placed. The Contractor is responsible for notifying the ordering Borough of Naugatuck at least forty-eight (48) hours in advance of shipment. Routine delivery times are 8:00 a.m. to 3:30 p.m., Monday through Friday.

Contractor shall be responsible for the delivery of equipment in first class condition at the point of delivery and in accordance with good commercial practices. Contractor shall deliver the equipment assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the Client Agency. All items shall be delivered and set-up (if required) at the location specified by the Client Agency. Client Agency's at their discretion pick-up products at Contractor's place of business.

All materials/equipment to be provided by Contractor are subject to inspection and testing by the Borough of Naugatuck. In the event where the Borough of Naugatuck determines that any material/equipment is defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, the Borough of Naugatuck shall have the right to either reject it or to require its correction.

#### **b) Invoicing:**

Contractor shall invoice the Borough of Naugatuck when goods and services are provided through this contract. The invoice shall contain the Borough of Naugatuck's Purchase order number. Invoices received without reference to a valid Borough of Naugatuck Purchase Order number may result in delay of payment. The invoice shall list the catalog price for which the percentage (%) discount was applied. Freight cost shall be included in the bid.

#### **c) Deck-Over Trailer Specifications**



## **Description:**

NEW Deck-Over Trailers with minimum specifications listed below. Any additions, deletions, or variations from the following minimum specifications must be noted in the bidder's proposal. In addition, the bidders must submit complete specifications and documentation of trailers submitted in this bid.

## **Deck-Over Trailer Minimum Specifications:**

The Borough of Naugatuck requests that sealed bids be submitted for the purchase of  
(2) NEW 12,000lb GVWR Deck-Over Trailers.

## **Description:**

NEW Deck-Over Trailers with minimum specifications listed below. Any additions, deletions, or variations from the following minimum specifications must be noted in the bidder's proposal. In addition, the bidders must submit complete specifications and documentation of trailers that are being submitted for this bid.

## **Belmont DO920-12K deck-over trailer or equal**

<u>GVWR:</u>	12,000 lb
<u>EMPTY WEIGHT:</u>	3570 lb
<u>PAYLOAD:</u>	8850 lb
<u>FRAM:</u>	Heavy duty Steel Frame
<u>DECKING:</u>	2"X8" treated yellow Pine
<u>JACK:</u>	12k Topwind drop leg jack
<u>LIGHTING:</u>	DOT Compliant LED Lighting
<u>AXLES:</u>	6KH E-Z LUBE with Never adjust electric Brakes
<u>SAFETY CHAINS</u>	Removable zinc plated with stow hooks
<u>BEAVERTAIL:</u>	4' High Clearance Beavertail
<u>RAIL:</u>	Full Length Rub Rail with Stake Pockets and chain posts
<u>BED HEIGHT:</u>	34" max
<u>BED SIZE:</u>	96" X 20' min
<u>OVERALL SIZE:</u>	100 ½ X 25' 4"
<u>HITCH:</u>	2.5" Adjustable Lunette Eye / Pintle, (c) 42,000lb Plate mount (5/8 Bolt)
<u>RAMP:</u>	5' Heavy Duty, full width, spring assisted one-piece ramp w/ support stands
<u>COLOR:</u>	Green
<u>WARRANTY:</u>	5YR Manufacturer's Warranty
<u>DEALER LOCATION:</u>	The Manufacture must have a dealer/ service center in the state of Connecticut.

The Borough of Naugatuck will Pick-up Trailers at a maximum distance of 50 miles, products located in excess of 50 miles shall be delivered.

**Naugatuck, CT**

**PROPOSAL**

**Contract # 20-26**

**(2) – 12,000lb GVWR Deck-Over Trailers**

The undersigned is aware that the Borough of Naugatuck may reject any and all bids in whole or in part; that the Borough 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 Borough 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.

The undersigned agrees to supply the Borough of Naugatuck with the specified equipment, " according to the attached specifications for the unit prices and/or lump sum prices hereinafter listed, times the actual quantities of the completed work as computed by the Borough of Naugatuck

Bid Item quantities for unit price bid items are not guaranteed. Final payment will be based on actual installed quantities. Items not specifically identified for payment in the Bid Form shall be assumed to be included in the work effort of other bid items and shall not be paid or requested for payment separately.

The undersigned, as Bidder, declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm or corporation; that he has carefully examined the specifications referred to; that no person or persons acting in any official capacity for the Owner is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to deliver the specified and bid equipment following the issuance of a Purchase order from the Borough of Naugatuck, and that he will take in full payment therefore, the following unit prices and lump sums, to wit:

The Bidder acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

List days for delivery after receipt of Purchase Order. \_\_\_\_\_

**Liquidated damages of \$15 per calendar day will be deducted off the purchase price after the # of days listed above.**

**Naugatuck, CT**

**PROPOSAL**  
**Contract# 20-26**

**Two (2) – 12,000lb GVWR Deck-Over Trailers**

**List Any Exception to listed Minimum Specifications:**

- 1.
- 2.
- 3.
- 4.

**OPTIONAL EQUIPMENT:**

Please include pricing of any applicable options:

1. Oak Decking 2"x8"
- 2.
- 3.

**Manufacturer and Model # of Bid Products** \_\_\_\_\_

**Total Bid Price Including All fees and delivery/pickup for Two (2) Trailers \$** \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Town: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Agent Signature: \_\_\_\_\_