

## *Invitation to Bid*



### **Contract# NPD: HVAC Duct Work Repair**

The Borough of Naugatuck, acting by the Board of Mayor and Burgesses, will accept bids on behalf of the Naugatuck Police Department for the following bid specification:

**Name of Bid specification:** Police Department / Maintenance Division-HVAC System  
Duct work repair project

**Delivery and/or Installation Site:** Naugatuck Police Department  
211 Spring Street  
Naugatuck, CT. 06770  
203-729-5222

**Bids will be received until:**

**Date:** Monday, August 13, 2018

**Time:** 11:00am

**Submit Bids to:** Wendy Hozer  
Purchasing Agent  
Borough of Naugatuck  
229 Church Street  
Naugatuck, CT 06770

**Questions on Bid:** Lieutenant Brian Newman  
Detective Bureau Commander/ Facilities Mgr.  
Naugatuck Police Department  
211 Spring Street  
Naugatuck, CT 06770  
203-720-2581

**Type of Bid:** Sealed

**Bid Security:** Required                      Not Required **X**

The Borough of Naugatuck is an affirmative action/equal opportunity employer MBE's, WBE's and SBE's 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.

(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.

**Instructions:** All bidders must carefully familiarize themselves with the following Bid Specifications and any other contract documents related to the Bid purpose and/or of the project.

Bidders choosing to submit a Bid must fill out the Bid Form attached hereto.

Laws: All deliveries shall comply in every respect with all applicable laws of the United States of America and of the State of Connecticut.

Taxes: The Borough of Naugatuck is exempt from payment of taxes imposed by the Federal Government and/or the State of Connecticut and such taxes will not be included in the Bid price.

### **Bid Specification**

- Furnish labor and materials to remove existing fiberglass duct work on the supply side of AHU #6, measure, manufacture, and install new sheet metal duct work to replace the damaged ducts, and insulate newly installed duct work. (Provide a 1-year warranty on labor and duct work).
- Furnish labor and materials to remove existing fiberglass duct work on the return side of AHU #6, measure, manufacture, and install new sheet metal duct work to replace the damaged ducts, and insulate newly installed duct work (Provide a 1-year warranty on labor and duct work).
- Furnish labor and materials to remove existing duct work on the supply side of AHU #3, measure, manufacture, and install new sheet metal duct work to replace damaged ducts, and insulate newly installed duct work (Provide a 1-year warranty on labor and duct work).
- Furnish labor and materials to remove existing fiberglass duct work on the supply side of AHU #4, measure, manufacture, and install new sheet metal duct work to replace the damaged ducts, and insulate newly installed duct work (Provide a 1-year warranty on labor and duct work).
- Notate, document, and submit for review the project to include any reengineering of vanes, dampers, and duct work that will improve the efficiency of the current system HVAC system. This explanation shall be accompanied with a diagram demonstrating the improvements.

## **INFORMATION FOR BIDDERS**

### **Borough of Naugatuck**

#### **Contract# NPD : HVAC Service Agreement**

##### **1. Proposals Received**

Sealed proposals for **Contract# NPD: HVAC duct work improvement project** will be received by the Purchasing Office, Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770 until **11:00 am on Monday, August 13, 2018**. Immediately following the bids will be publicly opened and read aloud.

No late submissions will be considered.

##### **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 and application of HVAC duct work improvement project within the Borough of Naugatuck.

##### **3. 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 HVAC duct work improvement project will be conducted within the operational facilities of the Police Department for the Borough of Naugatuck, and an agreement will be awarded to the successful bidder between their organization and the Borough of Naugatuck. The State of Connecticut certifications along with supplemental specifications contained herein will detail the general requirements for materials, methods of installation, measurement and basis

of payment to be required in this project. Any references to the State of Connecticut, the Department, the commissioner, Engineer, or other terms indicating the State of Connecticut and her agents as party to the contract shall for this project mean the Borough of Naugatuck and her designated agents or employees.

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.

#### 4. 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 Brian Newman, 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.

#### 5. 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.

## 6. 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.

## 7. 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.

## 8. 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.

## 9. 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.

#### 10. 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.

#### 11. 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.

#### 12. 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.

#### 13. 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.

#### 14. 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.

#### 15. 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.

#### 16. 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.

#### 17. 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.

#### 18. 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.

#### 19. Right to Reject

The Borough of Naugatuck 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 Borough of Naugatuck.

<b>BOROUGH OF NAUGATUCK</b>
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**HVAC: Duct Work Improvement Project**

**BID CALCULATION**

Item	Bid Price
HVAC Duct Work Project	\$

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

Corporate Seal

Address\_\_\_\_\_

\_\_\_\_\_

Telephone\_\_\_\_\_ Fax No.\_\_\_\_\_

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

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

Tax Identification Number:\_\_\_\_\_