Pool Parts, Equipment, Chemicals and Labor

NAUGATUCK, CONNECTICUT

Contract No.11-09

CONTRACT DOCUMENTS

PREPARED BY THE
BOROUGH OF NAUGATUCK
Department of Public Works

May 2011

BOROUGH OF NAUGATUCK

INVITATION TO BID

Borough of Naugatuck

Sealed proposals will be received by the Purchasing Office, Borough of Naugatuck, Town Hall, 229 Church Street, Naugatuck, CT 06770 until **Monday, June 20, 2011 at 11:00 A.M local time**. for supplying the Borough of Naugatuck with the following products and services:

Contract No. 11-09 Pool Parts, Equipment, Chemicals and Labor

Immediately following the above time and date sealed bids will be publicly opened and read at the Town Hall.

The bid document may examined and obtained at no cost from the Borough of Naugatuck web site http://www.naugatuck-ct.gov/content/77/1629/default.aspx. All firms obtaining bid documents must submit contact information by e-mail to whozer@naugatuck-ct.gov Contact information must be submitted three days in advance of the bid opening to be considered.

Bid documents may also be obtained at the Office 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 in the amount of **$50.00** per set.

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.

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.

SECTION A

INFORMATION FOR BIDDERS

Borough of Naugatuck

1. Engagement of the Vendor

The Borough of Naugatuck requests that sealed bids be submitted to supply of Pool Parts, Equipment, Chemicals and Labor. As needed for the fiscal year from July 1, 2011 through June 30, 2012, inclusive.

2. Scope of Services

The Supply of Pool Parts, Equipment, Chemicals and Labor repair and maintenance of the Naugatuck Municipal Pool.

Upon delivery, or repair all invoices must state total cost for service provided, to include any and all discount amounts, if applicable.

Please direct any and all questions to: James R. Stewart
Naugatuck Public Works Dept.
246 Rubber Avenue, Naugatuck, CT 06770
Tel: (203) 720-7071
jstewart@naugatuck-ct.gov

3. Terms and Conditions

This document, its terms and conditions and any claims arising there from, shall be governed by Connecticut law. The Vendor shall comply with all applicable law, ordinances, and codes of the State of Connecticut and the Borough of Naugatuck and shall commit no trespass on any private property in performing services under this document.

The parties agree that they waive a trial by jury as to any and all claims, cause of action or disputes arising out of this document or services to be provided pursuant to this document.
Notwithstanding any such claim, dispute, or legal action, the Vendor shall continue to perform services under this document in a timely manner, unless otherwise directed by the Borough of Naugatuck.

4. Subcontracting and Assignability

None of the services covered by this document shall be subcontracted without the prior written approval of the Borough of Naugatuck for the acts and omissions of its Vendors, and of persons either directly or indirectly employed by Vendor, as it is for the acts and omissions of persons directly employed by Vendor. The Borough of Naugatuck may, before making payment on the document require either an affidavit from the Vendor that all subVendors and material men have been paid or may require waiver of mechanics' liens from any and all subVendors and material men.

The Vendor shall not assign any interest in this document, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Borough of Naugatuck; provided, however, that claims for money due or to become due the Vendor from the Borough of Naugatuck under this document may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Borough of Naugatuck.

5. Termination of Contract

If, through any cause, the Vendor shall fail to fulfill, in a timely and proper manner, his obligations under this document, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this document by giving written notice to the Vendor of termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination all records prepared by the Vendor under this document shall, at the option of the Borough of Naugatuck, become its property.

6. 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.

7. 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.

8. 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 Purchasing Agent. Upon such notice, the Proposal will be handed to him unopened.

9. 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 Borough will furnish the successful Bidder a sales tax exemption number.

10. Compliance with Federal and State Regulations

The Vendor 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.

11. 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 Vendor, at no additional cost to the Borough.

12. Right to Reject

The Borough 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.

SECTION B

PROPOSAL

Borough of Naugatuck

Contract No. 11-09 Pool Parts, Equipment, Chemicals and Labor

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 bid documents; that no person or persons acting in any official capacity for the Borough 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 execute the Form of Contract with the Borough; to provide all necessary equipment, tools, and to do all work and furnish all materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Borough of Naugatuck as therein set forth, and that he will take in full payment therefore, the following prices, 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.

Successful bidders shall defend, indemnify and hold and save harmless the Borough of Naugatuck against and from any and all liabilities, claims, damages, losses, fees, costs, expenses, etc. . . Which arise directly or indirectly from successful bidders operations and/or related activities.

The Borough of Naugatuck reserves the right to reject any and all: bids in whole or in part, including low bid, to make partial awards, to waive any irregularities in any quotation, to increase or decrease quantities if quantities are listed in the bid, and may reject any bid that shows any omissions not called for, conditions, or alternate proposals, and may make any such award as is considered to be in the best interest of the Borough of Naugatuck.

Fixed Price bid quotation shall be held constant for the time period beginning July 1, 2011 through June 30, 2012 inclusive.

Contract No. 11-09 Pool Parts, Equipment, Chemicals and Labor

Company Name: _____

Street Address: _____

Town/City: _____

Telephone: _____

Name _____

Signature _____**Date**_____

Annual Service

Pool Opening Date First Week in June
Pool Closing Date First Week in October

See attached Description of Annual Service

Cost for Annual Service $ _____

Pool Parts and Equipment

Provide description of the type of parts available for supply:

_____

_____

_____

_____

Contract No. 11-09 Pool Parts, Equipment, Chemicals and Labor

Provide Percent Discount on Parts and equipment applied to the regular price:
_____%

Description of Discount, limitations/ exclusions and addition programs made part of the bid:

_____

_____

Bidders shall also attach and submit a list of available Parts and materials and the pricing. As well as Bidders shall also clearly state if the above discount shall apply on the listed items.

<u>Pool Maintenance Chemicals</u>

Provide description of the pool chemicals of parts available for supply:

_____

_____

_____

_____

Provide Percent Discount on Pool Chemicals applied to the regular price:
_____%

Contract No. 11-09 Pool Parts, Equipment, Chemicals and Labor

Description of Discount, limitations/ exclusions and addition programs made part of the bid:

_____

_____

Bidders shall also attach and submit a list of available Chemicals and the pricing. As well as Bidders shall also clearly state if the above discount shall apply on the listed items.

<u>Repair of Municipal Pool and Pool Systems</u>

1. Labor Rate _____ $/hour Description _____

2. Labor Rate _____ $/hour Description _____

Markup of Parts and equipment used for repair _____ %

Description of, limitations/ exclusions and addition programs made part of the bid:

_____

_____

_____

_____

SECTION C
Description of Annual Service

Winter Closings:

The following items are performed during the closing of the pool:

1. Leaf and debris removal (one hour maximum). Extra time will be invoiced additionally.
2. Lower water level and remove all water from pool piping.
3. Drain and plug all equipment at the pool as well as the mechanical pad. Install styrofoam/expansion materials where necessary.
4. Remove equipment at both poolside and mechanical pad (only equipment designed to be removed).
5. Add winter chemicals. (Chemicals on site are used first, if available. Otherwise, chemicals will be furnished and invoiced at completion of winterizing.)
6. Install existing winter cover.
7. Clean up mechanical pad and store extra chemicals in area designated by owner.

Please note: Hose bibs, irrigation or well supplies <u>are not</u> winterized with pool piping.

Summer Openings:

The following items are performed during the opening of the pool:

1. Reinstall all equipment at the mechanical pad and replace chemicals to their designated area from winter storage.
2. Net off and remove winter cover. Place in storage area designated by owner.
3. Reinstall all poolside equipment, checking to ensure that everything is secure and safe for usage.
4. Start up equipment and calibrate, if needed. Check overall operations.
5. Provide one (1) hour of cleaning to pool/spa. Water will be balanced using owner's chemicals, if available. Otherwise, chemicals will bed furnished and invoiced at completion of Summerizing.
6. Store all winterizing equipment in area designated by owner.
7. Clean off and check mechanical pad area.

NOTE: Additional visits to calibrate automatic chemical feeders, analog and digital controllers for pool/spa controllers will be billed at a time and materials rate.

SECTION D

REFERENCES

The Bidder is required to fill out the following form to enable the Borough to make inquiries and judge as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. Number of years the bidder has been in business: _____

2. List three (3) references of similar nature to the work described herein that the Bidder has completed, with name, address, and telephone number of a reference for each.

_____

_____

_____

_____

_____

2. Has the Bidder ever failed complete work awarded; and if so, state where and why:

_____

_____

_____

3. Does the Bidder plan to sublet any part of this work; and if so, give details:

_____

_____

_____

_____

_____
Bidder