



**Town of Waterford
Board of Selectmen
Invitation to Bid
Quaker Hill Fire Station Air Conditioning Phase II
Bid #16-101**

The Purchasing Agent will accept sealed bids for the Quaker Hill Fire Station Air Conditioning Phase II until 11:00 A.M. on August 14, 2015. Please see the Town of Waterford website at <http://www.waterfordct.org> for packets and all information regarding this Bid. Vendors are asked to register on our Web Site through the vendor link. Packets may also be picked up in the Purchasing Office.

A mandatory pre-bid meeting will be held on July 28, 2015 at 10:00 am at 17 Old Colchester Road in Quaker Hill.

Any questions regarding this proposal are to be directed to the Purchasing Agent at krotella@waterfordct.org.

The Board of Selectmen reserves the right to reject any or all bids, in whole or in part, and to waive any informality in any bid when such action is deemed in the best interest of the Town; their decision is final.

Kate Rotella
Purchasing Agent

SUMMARY

This project consists of replacing the existing air conditioning system in the basement recreation room of the Quaker Hill Fire Company located at 17 Old Colchester Road in Quaker Hill.

SCOPE OF THE WORK

Conceptual System:

- Removal of existing system components
- Minimum of a 24,000 BTU Ceiling-Cassette Ductless Split Systems mounted flush to the ceiling
- Condensing units located on outdoor pad
- Pad for outdoor unit
- Wiring, refrigeration lines, drain piping and tubing necessary for installation
- Power and control wiring based on existing 400-amp service
- Remote control

Final product will result in any disturbed areas to be returned to prior to work condition.

Clean-Up:

Through the construction period, maintain the site and structure shall be kept neat and orderly at all times.

Final Cleaning

- A. Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste.
- B. Site: Unless otherwise directed by the Owner, broom clean paved areas on the site and public paved areas adjacent to the site. Completely remove resultant debris.
- C. Exterior: Visually inspect exterior surfaces and remove all traces of soil, waste materials, smudges and other foreign matter.
- D. Schedule final cleaning as approved by the Owner to enable Owner to accept a completely clean work.
- E. Dispose of all debris in accordance with local regulations.
- F. The Owner will provide lavatory facilities during this project.

TOWN OF WATERFORD
INFORMATION AND GENERAL REQUIREMENTS TO BIDDERS

1. **Sealed bids (one ORIGINAL & TWO copies) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 15 Rope Ferry Rd Waterford, Connecticut 06385. At the designated time of opening, they will be publicly opened, read, recorded and placed on file. Bids may be mailed or hand-delivered by the specified time. Packets received after designated time will not be accepted. Time clock in the Finance office is the official time clock. A mailed Bid shall be addressed to the above address and must arrive in the Purchasing Office and be stamped prior to the date and time of Bid Opening.**
2. The envelope enclosing your bid should be clearly marked on its front by bid number, time of bid opening and date.
3. Whenever it is deemed to be in the best interest of the Town, The Town of Waterford reserves the right to reject any or all bids, in whole or in part, and to waive technical defects, irregularities or any informality in any bid when such action is deemed in the best interest of the Town; their decision is final.
4. The contract will be generally awarded to the most qualified, lowest and responsive bidder to meet specifications unless otherwise specified.
5. Bids will be carefully evaluated as to conformance with stated specifications.
6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
8. Each bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the Bidder of the responsibility of completing the Bid without extra cost to the Town of Waterford.
9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period; the time may be extended by mutual agreement between the Town and the bidder.

- 10.** A 100% Performance and Payment bonds are required of the successful bidder. This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. This submission must be received within fifteen days of contract award. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are “doing business as”; Individual - must be signed by the owner and indicated as “Owner”. The surety company executing the bond or countersigning must be licensed in Connecticut and an official of the surety company must sign the bond with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond. The Performance and Payment Bonds will be returned upon completion and acceptance of the job.
- 11.** The bidder agrees and warrants that in the submission of this sealed bid, they will uphold the Town of Waterford’s commitment to following Connecticut State and Federal law ensuring full compliance with Title VI of the Civil Rights Act of 1964 which affirms that no person or group of persons is excluded from participation, denied benefits, or otherwise subjected to discrimination or permits discrimination under any program or activity or any service rendered to the public, on the grounds of race, color, creed, religion, national origin, sex, age or disability. Unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut. The bidder further agrees to provide the Connecticut Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful bidder.
- 12.** Bidder agrees to comply with all of the latest Federal, State and OSHA Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
- 13.** The Town of Waterford is exempt from Excise, Transportation and Sales taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in proposal prices. Exemption certificates will be provided upon request.
- 14.** By submitting a proposal, Vendors/Bidders certify that the proposal is made independently and without collusion, agreement, understanding, or planned course of action with any other Vendor/Bidder and that the contents of the proposal shall not be disclosed to anyone other than their employees, agents, or sureties prior to the official opening. Non-Collusion Statement to be filled out.
- 15.** IF APPLICABLE the Bidder, when applicable, agrees to pay its labor force Prevailing Wage Rates and to comply with all Laws, Regulations and Ordinances regarding these

wage rates and the recording of them set forth by the Connecticut Department of Labor. Where the total cost of the project, including all current and future change orders and addenda, exceeds \$100,000.00 then prevailing wage rates shall apply. All current wage information may be accessed online from the CT Dept of Labor website at www.ctdol.state.ct.us.

16. Vendors shall observe and comply with all Federal, State and local laws, ordinances and regulations. Vendors shall indemnify and save harmless the Town, all of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation or negligence whether by the bidder, his employees, his consultant and/or their employees.
17. Bidders are responsible for checking the Town of Waterford website at <http://www.waterfordct.org/depts/finance/purchasing.htm> for any addendums and updates to the Bid.
18. All correspondence regarding any purchase made by the Town of Waterford shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
19. **Non Resident Contractors (IF APPLICABLE)** Upon award Non Resident Contractors are required to follow all requirements for the State of Connecticut, Department of Revenue Services (DRS) for Non-Resident Contractors, to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. See State of Connecticut **Notice SN 2012 (2)**.
20. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.
21. The Town of Waterford is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Bidders are encouraged to submit bids responses that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the bid for review. All bid pages should be secured with a binder clip, staple or elastic band. We appreciate your efforts towards a greener environment.
22. Catalogue Reference - Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

23. Property Damage - The Contractor shall be responsible for repair of any damage to Town of Waterford and Board of Education's property and restoration of any facility damage beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the Town of Waterford and Board of Education. Any repair or restoration of these damages shall be performed at no cost to the Town of Waterford and Board of Education.
24. A statement may be requested of the successful Bidder's financial resources, his experience and his organization and equipment available to complete the work. The Town of Waterford shall have the right to take such steps as deems necessary to determine the ability of the Bidder to perform the work. The Bidder shall furnish all information and data for this purpose as requested. No awarded shall be made to any bidder that is in default of payment to the Town for any reason.
25. The successful Bidder agrees to be bound by its bid, unless specifically excepted. The bid will be incorporated into the contract to be negotiated between the Town of Waterford and the Bidder. A contract will be entered into with contractor. Bids to be considered must be submitted on the Bid Sheets contained in this packet.
26. Bidders should be advised that should budgetary constraints dictate part and/or all of the items listed in this proposal might be rejected. The decision shall be final and not subject to recourse by the Bidder.
27. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.
28. Vendors are asked to register on our Web Site through the vendor link
29. All Questions must be submitted in writing to the purchasing agent via email at krotella@waterfordct.org.
30. **Bid Pricing** - If applicable Unit prices are to be written in both words and figures. In case of discrepancy, the unit price shown in words will govern.
31. **Bid Opening** - If at any time of the scheduled Bid opening, Town Hall or the Office of Procurement is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the Bid opening will be postponed until 2:00 p.m. the next business day. Bidders are reminded to check the web site for updates and information or email the purchasing agent at krotella@waterfordct.org . Proposals will be accepted until that date and time.

- 32. Security and Identification - The vendor shall take all measures necessary to comply and to ensure the employees of Contractor comply with the security rules and regulations of the Town of Waterford and all Federal, State and local rules, laws and regulations. *IT IS A REQUIREMENT OF THIS CONTRACT THAT ALL EMPLOYEES OF THE CONTRACTOR BE DULY AUTHORIZED TO WORK IN THE UNITED STATES.***
- 33.** Employees serving hereunder shall not use controlled substances not prescribed for them, or illegal substances on or off the Town of Waterford premises, and shall not use alcohol on the Town of Waterford premises nor preceding their work shift, when to do so would in any way affect the performance of the services. Contractor's employees shall not have any criminal record of misdemeanors or felony, and are not permitted to carry weapons into the Town of Waterford premises. The Contractor shall attest in writing, before a Notary, that a background check, to the full extent allowed by law, of employment history and references has been conducted on each employee within four (4) weeks of initial employment and prior to commencing work on Town of Waterford premises. Failure to submit said documentation shall result in rejection of bid.
- 34.** The Town of Waterford shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law within (30) calendar days after receipt of written request from the Town Purchasing Agent. The Town of Waterford reserves the right to conduct its own investigation of any employee of the vendor, who, in the opinion of the Town of Waterford is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with the rules and regulations of the Town of Waterford. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by Contractor.
- 35.** The Contractor shall establish, implement and maintain procedures and controls to ensure that each employee of the Contractor complies with all applicable provisions of the contract and all site rules and practices of the Town of Waterford.
- 36. Rights Reserved To the Town -** The Town reserves the right to award in part, to reject any and all, in whole or in part, for misrepresentation or if the respondent is in default of any prior Town contract, or if the Respondent limits or modifies any of the terms and conditions and/or specifications of the Request The Town also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the Town will be served.

INSURANCE REQUIREMENTS - Within five days of contract award, the awarded vendor shall provide a Certificate of Insurance in accordance with the following requirements:

Contractor/Vendor will agree to maintain in force at all times during which work/services are to be performed, the following minimum limits of insurance coverage. Coverage will include the bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of Waterford, its employees and agents as an Additional Insured** on a primary and non-contributory basis to the bidders Commercial General Liability and Automobile Liability policies. The insurance company(ies) must be licensed with the State of Connecticut and have a Financial Strength Rating of “A-” or higher and a Financial Size Rating of VIII or higher from A.M. Best Company.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations	\$2,000,000
	Aggregate	
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers' Compensation & Employers' Liability	Work Comp	Statutory Limits
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

The Town of Waterford must be named as “Additional Insured” on this policy.

A Certificates of Insurance documenting the coverage listed above must be presented to The Town of Waterford prior to the commencing of any work/service. The Contractor/Vendor also agrees to provide replacement and/or renewal certificates at least 30 days prior to the expiration of each policy.

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years following the completion date of the work/service. If the claims-made policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for two (2) years from the completion date.

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

**Town of Waterford
Board of Selectmen
QUAKER HILL AIR CONDITIONING BID FORM
Bid Form #16-101**

Please attach REQUIRED SUPPLEMENTARY information to this Bid Form.

VENDOR NAME AND ADDRESS

PRINTED NAME AND TITLE OF VENDOR'S AGENT

PHONE AND FACSIMILE NUMBERS, E-MAIL ADDRESS

I _____, _____ of the
Name Position

above named firm hereby submit the following bid in accordance with Town of Waterford specifications.

SIGNATURE **DATE**

Amount of Bid: \$ _____

Project Start Date: _____ Project End Date: _____

Subcontractors: _____

**Town of Waterford
Board of Selectmen
QUAKER HILL AIR CONDITIONING BID FORM
Bid Form #16-101**

List a Minimum of Five Commercial Air Conditioning Customer References:

Comments:

CONTRACTOR INFORMATION SHEETS

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted By: _____

Company name : _____

Address: _____

Phone: _____ Email: _____

ESTABLISHED: _____

(Month) (Year)

State of Connecticut Contractor License # _____

Asbestos Abatement Contractor Certification License# _____

TYPE OF ORGANIZATION: *(Circle One)*

A) Individual B) Partnership C) Corporation D) LLC

E) Other _____

(Specify If Applicable)

FORMER FIRM NAME(S) YEARS IN BUSINESS (If different from above applicable)

YEARS OF WORK IN RELATED FIELD:

(Described Any Related Work)

USE OF SUBCONTRACTORS:

To provide all the services listed in the specifications, would any services be handled by subcontractors? _____ *Yes/No* **If "Yes", please explain for what parts of project:**

Please list all Subcontractor Name(s) and License # (s):

PROJECT MANAGER:

Will your company be providing a single project manager for this work? _____ *Yes/No*

Name: _____ Credentials: *(Please list)*

Title: _____

EQUIPMENT: List equipment, owned by the company to be used while completing the job:

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

**TOWN OF WATERFORD
NON-COLLUSION STATEMENT**

“The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.”

We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

Telephone Number: _____