



TOWN OF HAMDEN

CONNECTICUT

TOWN OF HAMDEN INVITATION TO BID BID #2821 WATER COOLER RENTAL AND WATER DELIVERY

The Town of Hamden is publicly seeking sealed competitive bids from qualified companies for the rental of water coolers and twice monthly bottled water delivery.

Sealed proposals (1 original and 1 copy) will be received at the Finance Office to be held in the Purchasing Lock box until **11:00 A.M. on October 25, 2016** at which time they will be publicly opened and read aloud. Bids received after the time set will be considered informal and will be rejected.

It is the sole responsibility of the bidder to see that the bid is in the hands of the proper authority prior to the bid opening time.

Specifications and the form of proposal on which bids must be submitted may be obtained at the Purchasing Office, Hamden Government Center, 2750 Dixwell Avenue, Hamden, CT between the hours of 8:30 A.M. and 4:30 P.M., Telephone (203) 287-7110. They may also be downloaded at www.biznet.ct.gov or a PDF version may be obtained by e-mailing a request to purchasing@hamden.com.

The Town of Hamden reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in a bid or portion thereof submitted, and to accept the bid deemed to be in the best interest of the Town of Hamden.

Philip W. Goodwin
Purchasing Agent

SPECIFICATIONS
Bid #2821
Water Cooler Rental & Water Delivery

Delivery to be once every other week unless otherwise noted

Coolers to dispense cold water only, unless noted (see attached sheet for locations that will dispense hot and cold water).

Cups shall be cone cups only, no more than 5 oz in size. The Town of Hamden uses approximately 3500 cups per month.

All billing and/or orders will be placed by the Purchasing Department. No other department has purchase authority.

Invoicing to be monthly, listed by department, and submitted to the Purchasing Department.

Contract period will be for one (1) year from date of award. A one-year extension may be granted if mutually agreed.

All deliveries for 2750 Dixwell Avenue are to be delivered to the Break Room on the Third Floor

Refer to the attached sheet for department name, location of delivery, number of coolers, and amount of water to be delivered one every other week.

Please indicate whether your product is Bottled Drinking Water or Bottled Spring Water.

Please include \$500.00 Bid Bond or check for Bid Surety.

All questions must be in writing and e-mailed to purchasing@hamden.com.

Town of Hamden

| DEPARTMENT | LOCATION | AMOUNT (delivery once every other week) |
|-------------------------------------|--|---|
| Public Works (Transfer Station) | 231 Wintergreen Avenue (1 cooler – hot & cold) | 4 Bottles |
| Public Works | 1 125 Shepard Avenue (1 cooler – hot & cold) | 4 Bottles |
| PW/Fire Garage | 1255 Shepard Avenue (1 cooler – hot & cold) | 4 Bottles |
| Keefe Center | 1 1 Pine Street (1 cooler) | 4 Bottles |
| Youth Services/Daycare Room | 1 1 Pine Street (1 cooler) | 2 Bottles |
| Youth Center | 60 Putnam Avenue (1 cooler) | 5 Bottles |
| Brooksvale Park | 524 Brooksvale Avenue (1 cooler) | 2 Bottles |
| Elderly Services | 2901 Dixwell Avenue (1 cooler) | 4 bottles |
| Miller Memorial Library | 2901 Dixwell Avenue (1 cooler – hot & cold) | 6 Bottles |
| Brundage Library | 91 Circular Avenue (1 cooler) | 2 Bottles |
| Whitneyville Library | 125 Carlton Street (1 cooler) | 2 Bottles |
| Police Substation | 3908 Whitney Avenue (1 cooler) | will order as needed |
| Police Substation | 943 Dixwell Avenue (1 cooler) | will order as needed |
| Engineering (Main Conference Room) | 2750 Dixwell Avenue (1 cooler) |  16 Bottles |
| Purchasing (Lunch Room) | 2750 Dixwell Avenue (1 cooler – hot & cold) | |
| Parks & Recreation | 2750 Dixwell Avenue (1 cooler – hot & cold) | |
| Personnel/Civil Service | 2750 Dixwell Avenue (1 cooler – hot & cold) | |
| Tax Office | 2750 Dixwell Avenue (1 cooler) | |
| First Floor by Town Attorney Office | 2750 Dixwell Avenue (1 cooler) | |

Water for all 2750 Dixwell Avenue cooler locations is to be delivered to the storage room by the Purchasing Department. Cone cups are ordered by and delivered to Purchasing to distribute as needed.

TOWN OF HAMDEN

GENERAL BID SPECIFICATIONS -- PART A

Bids shall be made on the bid forms furnished by the Town, without alteration. Bids shall be submitted in a sealed envelope, stating on the outside of the envelope the words "BID DOCUMENTS", the Town's bid number, the title of the Project, the title of the bid package for which a bid is being submitted, and the time and date of the bid opening. All bidders shall provide two copies of their bid, unless otherwise stated.

Bids received after the bid opening deadline shall be rejected. All spaces on the bid form must be filled in with figures and words or the Town, in its sole discretion, may reject the bid as non-responsive. No faxed or emailed bids are allowed.

BID SECURITY: Each bid shall be accompanied by a certified check or bid bond for five percent (5%) of the total bid. The Bid Security will be returned by the Town upon signing of the contract with the successful bidder. Checks or bonds must be made to the order and for the benefit of the "Town of Hamden". Security may be held by the Town of Hamden for a period not to exceed 90 days from the date of the opening of the bids for the purpose of reviewing the bids. Bids shall not be combined, unless otherwise permitted in the Invitation to Bid or Instructions to Bidders. A separate bid surety shall be presented for each bid.

LIQUIDATED DAMAGES: The successful bidder, upon his/her/its failure or refusal to sign the contract within five (5) business days of receipt of the contract from the Town, shall forfeit to the Town as liquidated damages for such failure or refusal an amount equal to the security deposited with his/her bid.

The Town may make such investigations and conduct such scope reviews as deemed necessary by the Town in order for the Town to determine the ability of the bidder to perform the work and the bidder shall promptly, upon the Town's request, furnish to the Town all such data for this purpose. The Town expressly reserves the right to reject a bid if, in the Town's sole discretion, the Town determines that a bid is non-responsive, a bidder is not responsible, a bidder is not qualified to perform the work or the Town otherwise determines that the award of a contract to the bidder is not in the best interest of the Town. Conditional bids will not be accepted.

SUBCONTRACTORS: The bidder is specifically advised that any person, firm or other party to whom bidder intends to award a subcontract or purchase order must be acceptable to the Town and that approval of the proposed subcontract award cannot be sought from the Town unless and until the successful bidder submits all information and evidence to the Town regarding the qualifications, experience and responsibility of the proposed subcontractor. Although the bidder is not required to attach such information to its bid, the bidder is hereby advised of this requirement so that it may plan accordingly and prevent delays.

MODIFICATION: Any bidder may modify his/her/its bid prior to the scheduled deadline for receipt of bids. See paragraph one above. The bidder wishing to modify its bid shall submit such modified bid in accordance with paragraph one above, shall unequivocally indicate that its prior bid is superseded by the modified bid and shall submit its modified bid in an envelope clearly marked "**MODIFIED BID**".

ERRORS: The Town, in its sole discretion, reserves the right to waive typographical or technical defects in the bid, as well as its right to correct an award erroneously made as a result of a clerical error on the part of the Town of Hamden.

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PERMITS/LICENSES: All applicable permits and licenses shall be obtained at the sole cost of bidders. No permits or permit fees shall be waived by the Town unless otherwise stated in the Town's Invitation to Bid or Instructions to Bidders.

OBLIGATIONS OF BIDDER: Each bidder shall, prior to submitting a bid, familiarize itself with the conditions under which the work will be performed and conduct its own due diligence. Bidders shall be presumed to have read and to be thoroughly familiar with the specifications and all bid documents. The failure of any bidder to request, receive or examine any information or the failure of the bidder to familiarize itself with the conditions relating to the performance and timing of the work shall in no way relieve any bidder from any obligation in respect to the bid and shall not subject the Town to any liability whatsoever.

Furthermore, the bidder is responsible for being aware of and conforming in all respects to all existing Federal, State of Connecticut, and Town of Hamden Statutes, Ordinances, Regulations, laws and other legal applicable legal requirements, regardless of whether any such applicable requirements are specifically identified in the bid documents.

WITHDRAWAL OF BIDS: Bids may be withdrawn prior to the time fixed for opening by submitting written notification of withdrawal to the Town prior to the bid opening deadline.

Negligence or mistake on the part of the bidder in preparing the bid confers no right of withdrawal or modification of the bid after such bid has been opened.

"OR EQUAL" CLAUSE: Whenever a material, article or piece of equipment is identified in the bid document by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended to establish a standard, unless otherwise stated; any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design may be considered equally acceptable if, in the opinion of the Town, the material, article, or equipment so proposed is of equal substance and function. Any substitutions must be approved in writing by the Purchasing Agent or his designee, who shall have sole discretion to determine the acceptability of the proposed substitute.

PATENTS: The contractor shall indemnify, defend and hold harmless the Town and its officers, agents, and employees from and against liability and costs of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Town unless otherwise specifically stipulated in the contract or bid documents.

NON-COLLUSIVE BID STATEMENT: All bidders shall be required to sign the non-collusive statement attached.

FUNDING: The municipal non-appropriation clause may be applicable.

Applicable if checked

PERFORMANCE AND PAYMENT BONDS: To ensure the delivery of goods and services in conformity with the specifications provided and payment of all subcontractors and suppliers, bidders shall provide payment and performance bonds for any project (1) which is governed by Connecticut's Little Miller Act, C.G.S. §49-41 or (2) for which the Town requires the provision of payment and performance bonds. Successful bidders shall provide the Town with payment and performance bonds, at the bidder's expense, each for the full amount of the contract awarded.

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The Town shall be the Obligee under each bond and the bonds shall be issued by a company authorized to conduct surety business in the State, listed on the U.S. Department of the Treasury's List of Approved Sureties and subject to approval by the Town.

- INSURANCE:** The contractor will provide adequate proof of insurance to the Town for the types of insurance and limits indicated below, providing for all of its operations performed in compliance with this contract.

The successful bidder shall obtain and pay for the insurance coverage described below with the indicated minimum limits. Bidders agree to furnish Certificates of Insurance to the Town and/or its Board of Education, certifying coverage to be in effect for the term of this contract and that the Town and/or Board of Education will be given sixty (60) days prior written notice of cancellation or non-renewal.

These requirements if checked also apply to any subcontractor or common carrier used by the Bidder.

I. WORKERS COMPENSATION

| | |
|----------------------|--------------------------------|
| Connecticut | Statutory Limits |
| Applicable Federal | Statutory Limits |
| Employer's Liability | \$100,000 per Accident |
| | \$100,000 Disease per Employee |
| | \$500,000 Policy Limit |

II. COMMERCIAL GENERAL LIABILITY

| | |
|---|--------------|
| Each Occurrence | \$1,000,000 |
| Damage to Rented Premises | \$ 50,000 |
| Medical Expense | \$ 5,000 |
| Personal Injury/Advertising | \$ 1,000,000 |
| General Aggregate | \$ 3,000,000 |
| Products & Completed Operations Aggregate | \$ 1,000,000 |

Coverage to include Premise-Operations, Contractors Protective Liability, Products & Completed Operations, Explosion, Collapse & Underground, Contractual Liability, & Broad Form Property Damage.

III. BUSINESS AUTOMOBILE LIABILITY (including owned, hired & non-owned vehicles)

| | |
|-----------------------------------|-------------|
| Liability (Combined Single Limit) | \$1,000,000 |
|-----------------------------------|-------------|

(If hazardous material or potential pollutants are transported, MCS90 – Accidental Pollution coverage is required)

IV. UMBRELLA/EXCESS LIABILITY (If Required)

| | |
|--|-------------|
| Liability Limit – Each Occurrence over primary | \$3,000,000 |
| Self-Insured retention | \$10,000 |

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V. POLLUTION LIABILITY (If Required)
Bodily Injury and Property Damage \$1,000,000 Each Occurrence
\$1,000,000 Aggregate

VI. PROFESSIONAL LIABILITY (If Required)
\$3,000,000 Each Occurrence
\$3,000,000 Aggregate

VII. The Town of Hamden and/or Hamden Board of Education to be named as an additional insured on all insurance policies, except Workers Compensation.

VIII. The bidder shall indemnify, defend and hold the Town of Hamden and/or Hamden Board of Education harmless for and against any and all injuries to persons and/or property resulting out of performance of this contract and resulting from the bidder's negligence.

ITEM VII AND VIII MUST APPEAR ON THE FACE OF THE INSURANCE CERTIFICATE IN THE SECTION ENTITLED "DESCRIPTION OF OPERATION"

Occupational Safety and Health Administration Requirements; Safety Compliance:

According to Connecticut General Statutes, Section 31-53b (a) each contract entered into on or after July 1, 2007 , for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars (\$100,000.00) shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The contractor shall familiarize itself with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance. Moreover, contractor shall be solely responsible for full and timely compliance with all federal, state and local safety standards, rules and regulations.

INDEMNITY/HOLD HARMLESS: The contractor's insurance policies will be endorsed to provide for the Town of Hamden to be named as an additional insured. The contractor will indemnify and save harmless the Town of Hamden from all suits and actions related to injuries to and/or damage to the property of others as a result of the activities of the contractor, its servants and agencies acting for the contractor.

CERTIFICATE OF INSURANCE: The contractor, prior to the start of any work under this contract, shall provide the Town's Purchasing Office with a certificate of insurance to conform to the following:

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- a. Form(s) acceptable to the Town of Hamden.
- b. Insurance provided by insurance companies authorized to write coverage in the State of Connecticut.
- c. Policy dates must cover the term of this contract.
- d. Certificate will provide for at least 30 days' notice to the Town of Hamden prior to cancellation.
- e. All additional insured certificates are to list the Town of Hamden.

Under no circumstances shall the contractor begin work until (1) the contract for same shall have been signed by all parties, (2) the required bonds have been furnished by contractor and approved by the Town, (3) the required certificates of insurance have been filed with and approved by the Town's Purchasing Office and (4) the Contractor has been duly instructed in writing by the Town to proceed with the work. If the contractor commences the work before the provisions referred to in this paragraph are fulfilled, the Town, in its sole option, may cancel or terminate the contract without penalty or liability chargeable to the Town.

LICENSURE: At the time of the bid submissions, bidders shall possess the necessary license(s) to perform the work that is the subject of this invitation to bid.

NON-RESIDENT CONTRACTORS: Out of state contractors must post a bond with the Connecticut Department of Revenue Services. The non-resident contractor must receive a Connecticut tax registration number by completing and submitting form REG-1. Non-resident contractors are directed to familiarize themselves and achieve full compliance with applicable requirements, including Form AU-766.

Non-Discrimination and Affirmative Action: The successful bidder, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. The successful bidder further agrees that this article, (and any additional provisions required by law), will be incorporated by such contractor in all contracts entered into in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents, purchase orders, leases and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a. The successful

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bidder also agrees to comply with all provisions of the Town's Charter and Code of Ordinances –“Town of Hamden, Chapter 110, Business Transactions with Town”. The contractor shall cooperate fully with the Connecticut Commission on Human Rights and Opportunities (“the Commission”) and shall submit periodic reports of employment and subcontracting practices to the Commission in such a form, in such a manner, and at such time as may be prescribed by the Commission.

Set Asides: If this Project is funded in whole or in part by State of Connecticut funds, Public Act 15-5 (§§58-71 and 88) requires that, effective with all contracts executed after October 1, 2015, all solicitations for municipal public works contracts funded in whole or in part with State funds state in the notice of solicitation that the contract must comply with the set asides mandated by Public Act 15-5. The set aside requirements include a requirement that 25% of the total value of contracts in excess of \$50,000.00 be set aside for exclusive bidding for “small contractors,” as defined by Section 58 (a) (1), and 25% of such amount (that is, 6.25% of the total value), be set aside for “minority business enterprises,” as defined by Section 58(a) (4). For contracts in excess of \$50,000.00, bidders must have obtained Commission approval of their Affirmative Action Plan prior to contract execution. **BIDDERS ARE EXPRESSLY DIRECTED TO REVIEW PUBLIC ACT 15-5, SECTIONS 58-71 AND 88, TO FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF SUCH LAWS. BIDDERS SHALL BE DIRECTLY AND SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF P.A. 15-5, SECTIONS 58 THROUGH 71 AND 88. THE TOWN ALSO DIRECT BIDDERS’ ATTENTION TO THE SECTIONS 63 AND 64 (NON-DISCRIMINATION REQUIREMENTS) AND 66-68 (AFFIRMATIVE ACTION REQUIREMENTS).**

Regardless of whether P.A. 15-5 is applicable to this Project, the contractor shall provide reasonable technical assistance and training to minority business enterprises to whom work is subcontracted to promote the participation of such concerns, to make a good faith effort to award a reasonable proportion of all subcontractors to such enterprises, and undertake such other reasonable activities or efforts as the Commission may prescribe to ensure the participation of minority business enterprises as contractors and subcontractors. The contractor shall include a provision in all subcontracts with minority business enterprises requiring the minority business enterprise to provide the Commission with such information on its structure and operations as the Commission finds necessary to make an informed determination as to whether the minority business enterprise is owned and operated by members of a minority group.

The contractor shall maintain full and accurate data, such as contract monitoring reports, for a period of three (3) years from the date of substantial completion of the project or for such longer period as is required by the law then in effect with regard to records retention. The contractor shall not discharge, discipline, or otherwise discriminate against any person who has filed a complaint, testified, or assisted in any proceeding with the Commission.

The contractor shall make available for inspection and copying any supporting data requested by the Commission and make available for interview any agent, servant, or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint of any matter relating to a contract compliance review.

CLAYTON ACT: The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15 or under Chapter 624 of the General Statutes of Connecticut arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

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AWARD TO OTHER THAN THE APPARENT LOW BIDDER: The Town of Hamden reserves the right to award the work to a bidder other than the one which submitted the lowest price if it deems such action to be in the best interest of the Town of Hamden.

WAGE RATES: Workers employed in the various occupations on this named project shall be required to receive the minimum rates established by the State of Connecticut Labor Department Division of Regulations of Wages.

PRICES: Prices quoted for merchandise, supplies, or equipment shall be the net prices delivered into the Town of Hamden.

Town of Hamden reserves the right to award separate items to separate bidders. Bidders may indicate exceptions to this.

Bidders must include Federal ID number or Social Security number to be considered for bid approval.

DAVIS-BACON ACT - PREVAILING RATES OF WAGES

If this Project is subject to the Connecticut Prevailing Wage law, C.G.S. §31-53 *et seq.*, the Town of Hamden shall require the contractor to make payment of prevailing rates of wages in accordance with the wage section of the Davis-Bacon Act, Town of Hamden, Hamden Code, S 97.35 and State Statute 31-53, Part III. State Contracts, and shall institute such investigations and periodic monitoring procedures as deemed necessary to determine compliance with labor standard provisions and the Federal requirements of the Act as amended.

AS PER THE TOWN OF HAMDEN AFFIRMATIVE ACTION RESOLUTION:

It is in the best interest of the Town to encourage minority and/or female business enterprise. Where two substantially similar Hamden bids are submitted, preference may be given to the minority and/or female contractor.

RESERVED RIGHTS OF TOWN:

The Town of Hamden reserves the right to accept or reject any or all bids or proposals; to waive any technicality in a bid or proposal or part thereof submitted, and to accept the bid deemed to be in the best interest of the Town of Hamden. Further, the Town reserves the right to split bids and quotations among two or more bidders. The Town reserves the right to reject any bid submitted by a joint venture if the Town determines that any entity to the joint venture fails to satisfy the Town's requirements (i.e., bonding, insurance, qualifications, responsibility).

PREQUALIFICATION REQUIREMENT: The Connecticut Department of Administrative Services' Contractor Prequalification Program (C.G.S §4a-100) requires all contractors to prequalify before they can bid on a contract or perform work pursuant to a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality, estimated to cost more than \$500,000 and which is funded in whole or in part with state funds, If this requirement is applicable to the project that is the subject of this invitation to bid, bidders shall provide their bid update statement with their bid.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidders understand and acknowledge that timely completion of the Project is essential. Failure of the Contractor to achieve substantial completion of the Project within the calendar days stated herein will result in the Owner and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the bidder and the Town agree that, if the Contractor fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies due or that may become due the Bidder,

the sum of _____ (\$ _____) for each and every calendar day, including Saturdays, Sundays and legal holidays, that the Project remains incomplete. This sum shall not be imposed as a penalty, but as liquidated damages due Owner from Contractor by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

DISCREPANCY IN BID FORM:

In the event of any discrepancy between the amount written in numerical figures and the amount stated in written words, the amount written in words will be controlling.

The Town of Hamden hereby notifies all bidders that the Town's contract with the successful bidder shall contain the following provision:

Payment to Vendor shall be withheld by the Town when any real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, police or fire extra duty, police vehicle use fees, or lien fees imposed, assessed or otherwise levied by the Town of Hamden and due from/payable by Vendor are delinquent.

For purposes of this Contract, a tax, fee, charge, or fine shall be deemed delinquent if it remains unpaid, in whole or in part, for a period of thirty (30) days following the date upon which payment of such tax, fee, charge, or fine was due, together with any accrued interest and penalties.

The Town expressly reserves the right, in its sole discretion, to set off against its account payable to Vendor and apply any sums due to Vendor by Town pursuant to this Contract to any delinquent real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, or lien fees imposed by the Town of Hamden and due from/payable by Vendor.

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**TOWN OF HAMDEN
LEGISLATIVE COUNCIL**

PRESENTED BY: _____

ORDINANCE AMENDING CONSTRUCTION CONTRACTS ORDINANCE

WHEREAS, the Town of Hamden adopted a local prevailing wage ordinance requiring contractors working on town public works projects to pay laborers and mechanics wages based upon the wages established by the State of Connecticut Department of Labor to be prevailing for the corresponding classes or laborers and mechanics on projects of a similar character to the contract work in town; and

WHEREAS, the threshold for local public works projects covered by the prevailing wage ordinance has not increased since the adoption of the ordinance; and

WHEREAS, the Town wishes to amend its ordinance so that the Town's threshold for prevailing wages is 90% of that set by the Connecticut General Statutes.

NOW THEREFORE BE IT ORDAINED that Section 97.35 (A) of the Hamden Code of Ordinances is hereby amended and restated as set forth below:

CONSTRUCTION CONTRACTS

97.35: WAGES TO BE STATED IN CONTRACT.

(A) The advertised specification for every public works project by the Town of Hamden that is 90% or more of the amount set forth by the Connecticut General Statutes, as may be amended, for new construction and/or that is 90% or more of the amount set forth by the Connecticut General Statutes, as may be amended, for remodeling, refinishing, refurbishing, rehabilitation, alteration or repair work, and which requires or involves the employment of mechanics, laborers or workmen employed upon the work contracted to be done, shall contain a provision stating the minimum wages to be paid various classes of laborers, mechanics and workman shall be based upon the wages established by the State through its Department of Labor to be prevailing for the corresponding classes of mechanics, laborers or workmen employed on projects of a character similar to the contract work in the town.

(B) Every contract based upon these specifications shall contain a stipulation that the contractor or his subcontractor shall pay all mechanics, laborers or workmen employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amount accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such

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laborers, mechanics and workmen, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work.

(C) Every contract based upon these specifications shall further stipulate that there may be withheld from the contractor so much of accrued payments as may be considered necessary by the Town to pay to laborers, mechanics and workmen employed by the contractor or any subcontractor on the work difference between the rates of wages required by the contract to be paid laborers, mechanics or workmen on the work and the rates of wages received by such laborers, mechanics or workmen and not refunded to the contractor, subcontractor or other agents.

(D) Every contract based upon these specifications shall contain the further provision that in the event it is found by the Town that any laborer, mechanic or workmen employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract or be paid as aforesaid the Town may, by written notice to the contractor, terminate the contract, terminate the contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the town for any excess cost occasioned the town thereby.

MISCELLANEOUS REQUIREMENTS:

Questions/Requests for Information: All Questions shall be submitted in writing only and e-mailed to purchasing@hamden.com at least seven (7) days prior to the bid opening date. Bidders shall not attempt or engage in any ex parte or verbal communications with Town personnel prior to the bid opening deadline.

All Applicable Codes to Be Met: All construction shall meet all applicable Building and Fire Codes, as well as ADA requirements.

Pre-Bid Meeting(s): Failure to attend a mandatory pre-bid meeting may be deemed, by the Town, grounds for rejection of your bid.

Deliveries: All deliveries are inside deliveries.

Provision of Bid Packets, Submission of Bids: Bid packets will be mailed upon request.

Bid packets will not be faxed.

Bid proposals must be mailed back or delivered to:

Hamden Government Center
Finance Department
2750 Dixwell Avenue
Hamden, CT 06518.

Please include one original and one copy of your bid unless otherwise specified.

ALL ENVELOPES MUST BE MARKED PROPERLY WITH BID #, BID DATE, AND BID TITLE ONLY.

Ownership of Documents – All qualification statements, proposals and bids submitted by bidders are to be the sole property of the Town and subject to the provisions of the Connecticut General Statutes (re: Freedom of Information).

Ownership of Subsequent Products – Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this invitation to bid is to be the sole property of the Town unless stated otherwise in the invitation to bid or contract.

Timing and Sequence – Timing and sequence of events resulting from this invitation to bid will ultimately be determined by the Town.

No Oral Agreements – The Town, its agencies and employees, shall not be responsible for any alleged oral agreement or arrangement made by a bidder with any agency or employee of the Town or District.

Rejection for Default or Misrepresentation – The Town reserves the right to reject the bid of any bidder that is in default of any prior contract or for misrepresentation.

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Assigning, Transferring of Agreement – Bidders are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, their rights, title or interest therein or their power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town.

Cost of Preparing Qualification/Proposal Statements – The Town shall not be responsible for any expenses incurred by any bidder in preparing and submitting a bid.

For this bid, please include a Bid Bond or check in the amount of \$500.00 as Bid Surety

Thank you.

Philip Goodwin
Purchasing Agent

GENERAL BID SPECIFICATIONS - PART B

1. **Nondiscrimination under Title VI of the Civil Rights Act of 1964.** Contractor shall comply with the requirements of Title VI of the Civil Rights Acts of 1964 (PL 88-352), 42 U.S.C. Sec. 2000d et. Seq. and the Fair Housing Act (42 U.S.C. 3601-20) and Executive Order 11063 and the HUD regulations with respect thereto including the regulations under 24 CFR Part I. In the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under the Agreement, the CONTRACTOR shall cause or require a covenant running with the land to be inserted in the deed or lease or other instrument a restriction prohibiting discrimination with respect to race, color, creed, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon and providing that the CONTRACTOR and the United States are beneficiaries of and entitled to enforce such covenant. The CONTRACTOR in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.
2. **Fair Housing Opportunities Under Title VIII of the Civil Rights Act of 1968 and Fair Housing Act (42 U.S.C. 3601-20).** Contractor shall comply with the requirements of Title VIII of the Fair Housing Act as amended (PL 90-284). The CONTRACTOR shall provide for fair housing opportunities where possible. The CONTRACTOR is prohibited from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin. Title VIII further requires programs and activities relating to housing and community development to be administered to affirmatively further fair housing.
3. **Prohibition Against Payments of Bonus or Commission.** The funds paid to Contractor shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this AGREEMENT, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; it being understood, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, are not hereby prohibited if otherwise eligible as program costs.
4. **"Section 3" Compliance in the Provision of Training Employment and Business Opportunities.** Every application, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts, the following clause (referred to as a Section 3 clause):
 - a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
 - b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

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c) The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d) The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONTRACTOR will not subcontract with any subcontractor unless the subcontractor has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

5. **Prevailing Salaries.** The CONTRACTOR shall be solely responsible for the determination of staff classifications and employ staff in relation to its personnel practices and salary ranges, including fringe benefits, in accordance with the Agreement.
6. **Anti-Kickback Rules.** Salaries of architects, draftsmen, technical engineers, technicians, laborers and mechanics performing work under this Agreement shall be paid unconditionally, and not less often than once a week, without deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The CONTRACTOR shall comply with all applicable regulations of said "Anti-Kickback Act" and shall insert appropriate provisions in all subcontracts relative to the work under this Agreement; and CONTRACTOR shall take steps to insure compliance by subcontractors with such regulations at all times. CONTRACTOR shall be responsible for the obtaining and submission of the affidavits of subcontractors required thereunder, except that the Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements thereof.
7. **Non-Discrimination in Employment.** During the performance of this Contract, the CONTRACTOR agrees as follows:
 - a) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruiting or recruitment advertising, layoff, 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, setting forth the provisions of this Non-Discrimination in Employment Clause.

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b) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or in behalf of the CONTRACTOR; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

c) The CONTRACTOR shall comply with all provisions of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and Executive Order 12086, as supplemented in Department of Labor Regulations (41 CFR, Part 60), and all of the rules, regulations and relevant orders of the President's Committee of Equal Employment Opportunity in effect as of the date of this Agreement; and the CONTRACTOR shall furnish all information and reports required herein, and shall on demand permit access to its books, records, and accounts, in its possession or control, by TOWN and the said Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

d) 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 Contract Compliance Officer advising the said labor union or workers' representative of the CONTRACTOR'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) In the event the CONTRACTOR'S noncompliance with the non-discrimination sections of the 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 or federally assisted construction contract procedures authorized in Executive Order 11246 of September 4, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

f) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraph (a) through (g) 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 25, 1965, as amended by Executive Order 11375 and 12086, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontractor or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

g) The CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 or September 24, 1965, as amended by Executive Orders 11375 and 12086, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTOR and subcontractors by the Department of the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

h) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to the discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity. Remedies described in Section 109 of the Housing and Community Development Act of 1974, as amended, as the regulations issued pursuant thereto, (24 CFR Section 570.601) shall apply, if failure to comply with this paragraph has been determined.

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8. **Employment of Certain Persons Prohibited.** No person under the age of sixteen years and no person who at the time is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.
9. **Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and Federal Implementing Regulations.** Contractor and Owners shall to the greatest extent practicable under state law comply with Sections 301 and 302 of Title III, (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and will comply with Sections 303 and 304 of Title III and HUD implementing instructions in 24 CFR Part 42 and 570.602 (b), comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 CFR Part 42 and 570.602 (a).
10. **Political Activity Hatch Act and Section 109 of HCD Act.** CONTRACTOR shall comply with the provisions of the Hatch Act and Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations pursuant thereto (24 CFR 570.601). Under no circumstances shall the CONTRACTOR and/or other recipients, subcontractors, and sub recipients use TOWN funds or persons employed in administering TOWN programs for the purposes of conducting any political activity.
11. **Executive Orders 11063, 12259, and Title VIII.** CONTRACTOR will comply with Executive Order 11063 as amended by Executive Order 12259 and the implementing regulations in 24 CFR Part 107 and Title VIII of the Civil Rights Act of 1968 (Pub. L.90-284) as amended.
12. **Historic Preservation.** CONTRACTOR will comply with the National Historic Preservation Act of 1966 (PL 89-665), Preservation of Historic and Archaeological Data Act of 1974 (PL 93-291), Procedures for Protection of Historic and Cultural Properties, Advisory Council on Historic Preservation (36 CFR 800), and the HUD regulations with respect thereto.
13. CONTRACTOR will comply with HUD Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et. seq.) provides:
- No otherwise qualified individual with handicaps . . . shall, solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financing assistance.
14. **No Conflict of Interest:** Bidder certifies, by submitting a bid, that no owner, employee or family member (defined for purposes of this invitation to bid as a spouse, parent, sibling or child) of an owner or employee of bidder is a current or former employee of the Town or its Board of Education.
- Bidder further certifies that no owner or employee of bidder has any interest, direct or indirect, which is incompatible with the proper discharge of the proposed duties in the public interest or that would tend to impair Bidder's independent judgment or action in the performance of the proposed duties.
- Bidder certifies that it does not have any past, present or currently planned interests which are an actual or potential organizational conflict of interest with respect to performing the work for Town under this invitation to bid.
- Bidder hereby covenants and agrees that no employee, elected official or appointed official of the Town or its Board of Education has any interest in this Agreement or will directly or indirectly benefit therefrom.

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15. Compliance with Town Regulations

Bidder shall cause all persons performing work pursuant to the contract between bidder and the Town to comply with all Town and Board of Education requirements, including instructions pertaining to conduct and to building access and related requirements issued by the Town and District, respectively. All personnel shall wear readily visible identification in a form that is satisfactory to the Town. The Town may promulgate and modify from time to time rules and regulations relating to conduct as the Town, in its sole discretion, may determine, and the contractor shall cause all persons performing work to comply with any such requirements.

16. Confidential Information

Bidder shall cause all persons under bidder's control who are providing services or materials under or through bidder's contract with the Town to preserve and protect all information of the Town and Hamden School District to which they may have access during the performance of work as confidential. Bidder expressly acknowledges that if the facilities that are the subject of the Project are school facilities or public buildings, the security and safety of the occupants, users and general public are of paramount importance and bidder shall observe and enforce appropriate security protocol to ensure the safety of users and occupants.

COMPLETE AND RETURN

BID #: 2821
BID TITLE Water Cooler Rental
And Water Delivery

BID FORM

TO: Purchasing Agent
Hamden Government Center
2750 Dixwell Avenue
Hamden, CT 06518

I have received the bid documents entitled _____
and dated _____.

I have received Addenda dated as follows:

I have considered and included the provisions of the bid documents noted above in my bid. I have examined the bid documents and I submit the following BID:

In submitting this bid, I agree:

1. To hold my bid open until 60 days after the date on which bids are due.
2. To enter into and execute a contract provided by the Town, without alteration by me, if awarded on the basis of this bid, according to the contract form provided by the Town of Hamden.
3. To accomplish the work in accord with the Bid Specifications and Contract Documents and to the extent that there is a conflict between the provisions of any bid documents, the order of precedence shall require me to provide the item or service that is of the greater value or benefit to the Town of Hamden.
4. To begin the work in strict accordance with the project schedule or the Notice to Proceed issued by the Town and to complete the work within _____ calendar days following Owner's date of Notice to Proceed.
5. The undersigned submits a bid bond in the sum of _____ dollars (\$ _____) 5% of Base Bid, which sum is agreed shall become the sole and exclusive property of the Owner as liquidated damages to the Owner if the undersigned fails to execute a contract in conformity with the Bid Form and to furnish surety bonds and insurance policies in accordance with the General Conditions after due notification has been given.
6. I acknowledge that the Town of Hamden reserves the right to accept or reject any or all bids, alternates, options, or proposals; to waive any technical defect in a bid or part thereof submitted, and to accept the bid deemed by the Town to be in the best interest of the Town of Hamden.

Name:
Title:

Dated

Contractor Tax ID#

Contractor License #

Revised October 1, 2015

COMPLETE AND RETURN

BID #: 2821
BID TITLE: Water Cooler Rental
And Water Delivery

NON-COLLUSIVE BID STATEMENT

The undersigned bidder, having fully informed itself regarding the accuracy of the statements herein, certifies that:

(1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor or bidder of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or completion, and

(2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not any employee or agent of the bidder or its surety on any bonds furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purposes of inducing the Town of Hamden to consider the bid and make an award in accordance therewith.

Legal Name of Bidder

Business Address

Signature and Title of Person
Authorized to Sign

Printed Name

Date

COMPLETE AND RETURN

**BID FORM TO BE COMPLETED FOR BID #2821
WATER COOLER RENTAL AND WATER DELIVERY**

The _____ (company)

will complete the bid for the lump sum price of (\$_____)

_____ WRITTEN AMOUNT _____

You are required to furnish the following information to the Town of Hamden:

Water bottle deposit \$ _____

Cups (4 ½ ounce cone cups/200 sleeve) \$ _____

Water cooler rental, cold only \$ _____

Water cooler rental, hot and cold \$ _____

Water cost \$ _____

Bottle size _____

Date: _____

Signature: _____

Name and Title of Agent of Company _____
(Print or type)

Name and address of Company _____
(Print or type)

Telephone: _____

Fax: _____

Email: _____

Federal I.D. Number: _____

Email: _____

Revised October 1, 2015