TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT

NOTICE OF BID

Replace Ductwork at Watertown Police Department

Public Buildings Department

Sealed bids are invited and will be received by the Purchasing Agent of the Town of Watertown at the office of the Purchasing Agent, Town Hall Annex, 424 Main Street, Watertown, Connecticut, until 11:00 a.m., Tuesday, March 14, 2017, at which time and place they will be publicly opened and read aloud for furnishing new ductwork to the Town of Watertown.

The Information for Bidders, Form of Bid, Plans, Specifications, and other contract documents may be obtained or examined at the office of the Purchasing Agent, Town Hall Annex, 424 Main Street, Watertown, Connecticut 06795 or by accessing the Town of Watertown’s website at http://www.watertownct.org. Proposals must be submitted on the forms provided and in a sealed envelope plainly marked “Bid – Ductwork”.

A Mandatory Pre-Bid Meeting will be held on Thursday, March 2nd at 10:00am at the Watertown Police Department located at 195 French St. Watertown, CT 06795

To receive consideration bids must be in the hands of the Purchasing Agent or his authorized representative no later than the day and hour mentioned above and has attended the mandatory pre-bid meeting.

The Purchasing Agent reserves the right to accept or reject any or all bids; to waive any informality; or to accept any bid deemed in the best interests of the Town of Watertown.

The Town of Watertown reserves the right to take into account the residency of bidders within the Town of Watertown and/or the location of the bidder's business within the Town of Watertown in awarding this bid.

All bids will be considered valid for a period of sixty (60) days.

Jason Warner
Purchasing Agent
Town of Watertown
TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT 06795

INFORMATION FOR BIDDERS

Replace Ductwork at Watertown Police Department

BID OPENING: 11:00 a.m., Tuesday, March 14, 2017

PROPOSALS RECEIVED
All bids must be in a sealed envelope and received prior to 11:00 a.m., Tuesday, March 14, 2017 at the office of the Purchasing Agent, 424 Main Street, Watertown, Connecticut 06795.

PREPARATION OF PROPOSALS
Proposals must be made upon forms contained herein. The blank spaces in the Proposal must be filled in correctly where indicated. The Bidder must state the prices for which he proposes to do each item of the work contemplated. In case of discrepancy where both words and the numerals are requested, 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 the Proposal is made by an individual, his name, post office address and telephone number 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 and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, post office 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: The Purchasing Agent, Town Hall Annex, 424 Main Street, Watertown, CT 06795.

All information shall be entered in ink or by typewriter. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

Corrections and/or modifications received after the closing time specified will not be accepted.

SUBMISSION OF PROPOSALS
All proposals and literature shall be submitted IN DUPLICATE on the proposal form, which is a part of these specifications.

Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.

Adobe Acrobat® Reader is required to view electronic documents on-line.
Response summaries will be available online at http://www.watertowncnt.org on the day of the bid opening.

Responses delivered via fax are received subject to the following qualifications and limitations:

- The Town is not responsible for the confidentiality of the information transmitted.
- The Town cannot guarantee that its fax equipment will be operational and able to receive transmittals by a particular time and date. It is the Bidder's responsibility to ensure that quotations are received in their entirety and on time at the required location. It is recommended that vendors be advised to call immediately after transmitting a document electronically to confirm complete and accurate receipt by the Town. The Town assumes no liability in the event that a bidder’s electronic transmission is not received by the Town in a timely fashion, or is not received either in its entirety or error-free.
- Bids transmitted electronically which have a bond requirement are subject to the same submittal requirements as those responses delivered via traditional means, such as mail or hand delivery, or as otherwise stipulated by appropriate authority.

**INCURRING COSTS**

The Town of Watertown is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.

**FAMILIARITY WITH THE WORK**

Each bidder is considered to have examined the work to fully acquaint him/herself with the exact existing conditions relating to the work and has fully informed him/herself as to the work involved and the difficulties and restrictions attending the performance of this bid. Failure to do so will not relieve a bidder of his/her obligation to furnish and deliver necessary work for the consideration set forth in this bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

**CONSIDERATION OF PRIOR SERVICE**

Previous performance, quality of service and merchandise will be considered.

**ADDENDA AND INTERPRETATIONS & ALTERNATE PROPOSALS**

Addenda information will be available online at http://www.watertowncnt.org. Adobe Acrobat® Reader may be required to view this document. It is strongly suggest that Bidders check for any addenda a minimum of forty eight hours in advance of the bid deadline.

At the time of the opening of bids each Bidder will be presumed to have inspected the work and to have read and to be thoroughly familiar with all of the Contract Documents (including all addenda). The failure or omission of any Bidder to receive or examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to his bid.

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part
of these specifications, he may submit a written request for an interpretation to the Purchasing Agent. No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally.

Every request for such interpretation should be emailed to the Town of Watertown, Purchasing Agent at warner@watertownct.org, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications which, if issued, will be posted on the Towns website Requested, no later than three (3) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such Addendum or interpretations shall not relieve any Bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on the Town.

The specifications listed are to be interpreted as meaning the minimum acceptable by the Town of Watertown. Bidders are requested to submit quotations on the basis of these specifications. Alternative bids providing a broader scope and/or services than requested in these specifications may receive consideration providing such equipment and/or service is clearly explained. Any exceptions to the specifications requested herein must be clearly noted in writing and are to be included as a part of the bid proposal. If none are included it will be assumed that there are none.

Definition of the word "complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.

An item equal to that named or described in the specifications may be furnished by the Bidder, except where expressly noted as “no substitutions.” The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:

- It is at least equal in quality, durability, appearance, strength and design.
- It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
- It conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The Bidder shall hold the Town of Watertown, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented inventions, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the Town of Watertown or himself because of the unauthorized use of such articles.
QUOTATION LIMITATION
Bidders shall offer only **ONE ITEM AND PRICE** for each line item bid. If an “or equal” item is to be bid, the bidder is to select the brand and model that meets or exceeds the specified item, and submit his bid for that item.

ESTIMATE OF WORK
For bidding purposes, the work has been subdivided into unit price items. The quantities shown are to be considered as approximate only. The Purchasing Agent does not expressly or by implication agree that the actual quantity will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as deemed necessary.

SAMPLES
Samples of articles, when required shall be furnished free of cost of any sort to the Town of Watertown. Samples received may be retained by the Town for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the bidder's expense.

WITHDRAWAL OF BID
Bidders may withdraw their proposals at any time prior to the bid date. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date of **11:00 a.m., Tuesday, March 14, 2017**. The successful agent/broker shall not withdraw, cancel or modify their proposal.

SUBCONTRACTORS
- Each bidder contemplating the use of any subcontractor shall submit a list of subcontractors as listed on the Bid Form.
- The apparent low bidder shall file with the Town of Watertown, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible and qualified subcontractors who are actually to perform major portions of the work. This in no way restricts or limits the requirement that all subcontractors must be approved by the Town.
- Subcontractors listed on the Bid Form or those previously approved may not be changed without the approval of the Town of Watertown.

Local subcontractors, material suppliers, and labor in the Town of Watertown should be considered and sought insofar, as is practical in the performance of this project.
QUALIFICATION OF BIDDER
In determining the qualifications of a bidder, the Town may consider his record in the performance of any contracts for similar work into which he may have previously entered; and the Town expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors.

The Town may make such investigation as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

DISQUALIFICATION OF BIDDERS
More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

SERVICE CENTER REQUIREMENTS
Bidders must state the location of the nearest available factory authorized service center and the availability of twenty four (24) hour a day emergency service for all components of the equipment specified.

DELIVERY
Inasmuch as this work concerns a needed public improvement, the provisions of this bid relating to the time of delivery, performance and completion of the work are of the essence of this bid. Accordingly, the successful bidder shall commence work upon receipt of the signed Purchase Order unless the Town shall authorize or direct a further delay, and shall proceed with the work diligently so as to permit completion no later than sixty (60) calendar days after receipt of the Town’s Purchase Order.

Time of delivery shall be stated as the number of calendar days following receipt of the Purchase
Order by the Bidder to receipt of the goods or services by the Town of Watertown.

Prices quoted must include delivery to the Town of Watertown as specified on the Purchase Order. No charges will be allowed for parking, crating, freight, express or cartage unless specifically stated and included in this bid. Time of delivery may be considered in the award.

**PAYMENT**
The Town, after inspection and acceptance of workmanship, and in consideration of the faithful performance by the Bidder of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice. When subcontractors or suppliers are utilized, the successful Bidder for this project shall be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment and/or at time of final payment prior to any payment being made.

Time, in connection with any discount offered, will be computed from the date of delivery to the Town or from the date a correct invoice is received by the Town's Finance Department, if the latter date is later than the date of delivery.

Prices will be considered as **NET**, if no cash or payment discount is shown.

The successful bidder shall submit invoices to the following address:

**Town of Watertown**
**Public Buildings Department/ Attn: Jason Warner**
**424 Main St.**
**Watertown, CT  06795**

**IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.**

Notification of the bid award will be made by issuance of a purchase order. Bidders are to list their bids on the appropriate attached sheets. Bidders may attach a letter of explanation. A clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation attached. All bids must be NET prices.

The successful bidder shall submit an itemized invoice to the Town of Watertown for the work as described herein.
The bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Watertown, with each progress payment and at time of final payment prior to any payment being made.

At the time of award the successful bidder shall be required to supply the Town of Watertown a Certificate of Good Standing, certifying that the corporation is in fact a valid corporation and presently licensed to conduct business in the State of Connecticut.

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 Town will furnish the successful Bidder sales tax exemption authorization.

CARE AND PROTECTION OF PROPERTY
The Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way. He shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES
The Bidder shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards, as applicable.

AWARD
The Town of Watertown reserves the right to accept or reject any bid to best serve its interests, or to hold the bids for sixty (60) days before decision.

The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest.

Exceptions will be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS"

Each exception will be considered as to its degree of impact and total effect on the bid. The purchaser shall determine which (if any taken) exceptions are acceptable, and this determination shall be final.

The Town of Watertown reserves the right:
- To award bids received on the basis of individual items, or groups of items, or on the entire list of items.
• To reject any or all bids, or any part thereof.
• To waive any informality in the bids.
• The Town of Watertown reserves the right to take into account the residency of bidders within the Town of Watertown and/or the location of the bidders business within the Town of Watertown in awarding this bid.
• To accept the bid that is in the best interest of the Town of Watertown. The Purchasing Agent's decision shall be final.

INSURANCE
A. General:
The Bidder shall be responsible for maintaining insurance coverage in force for the life of the contract of the kinds and adequate amounts to secure all of the Bidder’s obligations under the contract with an insurance company with an AM Best Rating of A - VII or better licensed to write such insurance in Connecticut and acceptable to the Town of Watertown.

The insurer shall provide the Town of Watertown with Certificates of Insurance signed by an authorized representative of the insurance company(ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of Watertown written notice at least thirty (30) days in advance of any termination, expiration, or any and all change in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Bidder’s responsibility under this agreement.

The Bidder at his own cost and expense shall procure and maintain all insurance required and shall name the Town of Watertown, its employees, departments, boards, committees and commissions, as an additional insured on all contracts except Worker’s Compensation and Professional Errors & Omissions coverage.

In order to facilitate this requirement for insurance, it is recommended that the bidder forward a copy of this exhibit to the bidder’s insurance representative(s).

B. Specific Requirements:

(1) Workers’ Compensation Insurance
The Bidder shall provide Workers’ Compensation Insurance required by law and the Employer’s Liability Insurance for at least the amounts of liability for Bodily Injury by accident of $100,000 each accident; Bodily Injury by Disease each employee of $100,000; Bodily Injury by Disease, policy limit of $500,000.

(2) Commercial General Liability Insurance
The Bidder shall carry Commercial General Liability policy (Insurance Services Office Incorporated Form CG-00001 or equivalent). A per occurrence limit of $1,000,000 is required. The Aggregate Limit will be not less than $1,000,000.

(3) Business Automobile Liability Insurance
The Bidder shall carry Business Automobile Liability Insurance. (Insurance Services Office Incorporated Form CA-00001 or equivalent). A per occurrence limit of $1,000,000
is required. “Any Auto” (symbol 1 or equivalent) is required.

C. **Hold Harmless & Subcontractor’s Requirements:**
The Bidder shall require the same insurance that it is required to carry by the Town of Watertown to be carried by any subcontractors and independent contractors hired by the Bidder and to obtain Certificates of Insurance before subcontractors and independent contractors are permitted to begin work.

The Bidder shall require that the Town of Watertown, its employees, departments, boards, committees and commissions, be named as Additional Insured on all subcontractor’s and independent contractor’s policies before they are permitted to begin work.

The Bidder and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of Watertown, and its officers, agents, servants and employees for losses arising from the work performed by each on this contract.

The Bidder assumes and agrees to hold harmless, indemnify, protect and defend the Town of Watertown against any and all liability for injuries and damages to Bidder and to Bidder’s employees, agents, subcontractors and guests, third parties or otherwise incident to or resulting from any and all operations performed by a contractor under any terms of this contract.

D. **Other Data:**
**NOTE 1:** If Bidder is only a vendor shipping goods via Common Carrier only, General Liability is required.

**NOTE 2:** If Bidder is a Professional, Errors & Omission coverage will be required.

**NOTE 3:** The Town reserves the right to amend amounts of coverage required and the types of coverage provided based on work or service to be performed.

**NONDISCRIMINATION IN EMPLOYMENT**
The successful bidder shall agree and warrant that, in the performance of this contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. A certification of Non segregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this contract.

For further technical or administrative information contact Jason Warner, Purchasing Agent at (860) 945-5260 or via email at warner@watertownct.org.
Supply Ductwork on RTU #1 and RTU #3 needs to be replaced; this includes high pressure ductwork to vav boxes.

Remove existing duct board systems and replace with insulated galvanized ductwork

Duct wrap insulation is to be used

System must be replaced in sections and operational each night

Work area must be protected from dirt, dust, etc. Building is operational 24 hours a day

Certain areas may not be accessible at times due to prisoner’s privacy rights

All accessible portions of the duct system shall be inspected for signs of leakage and soundness of materials

New duct installations shall have all connections between duct components properly connected and sealed.

Ceiling removal and replacement to be done by the Town’s building maintainer

The Bidder shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards, as applicable
PLEASE

IT IS A REQUIREMENT OF THIS BID THAT EACH PROPOSAL SUBMITTED MUST HAVE A DUPLICATE COPY ATTACHED.

YOUR COOPERATION IS APPRECIATED
TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT 06795

BID PROPOSAL

Replace Ductwork at Watertown Police Department

BID OPENING: 11:00 a.m., Tuesday, March 14, 2017

TO: Jason Warner, Purchasing Agent
Town of Watertown
Town Hall Annex
424 Main Street
Watertown, CT 06795

The undersigned, as bidder, agrees to furnish Ductwork at the WPD and 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 location of the proposed work; that no person or persons acting in any official capacity for the Town 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 provide all necessary equipment, tools, labor and deliver and to do all work and furnish all materials specified in the manner and time therein prescribed, and according to the requirements of the Town as therein set forth, and that he will take in full payment therefor, the following unit prices and lump sums, to wit:

FIRM

_______________________________________________________________________

Name

_______________________________________________________________________

Street

_______________________________________________________________________

City State Zip Code

NAME ____________________________ Please Print

TELEPHONE NUMBER ____________________________

FAX NUMBER ____________________________

EMAIL ADDRESS ____________________________

SIGNED ____________________________ DATE __________________

PROPOSAL
Description/Unit Price________________________
Computed Total

Item: Supply Ductwork for RTU #1 & 3

The Lump Sum of:

__________________________________Dollars

and __________________________Cents $__________________

NOTE: The Computed Totals are for convenience in initial comparison of bids and are not an official part of this Proposal. The Town reserves the right to eliminate any Item or portion of the work which it deems to be in its best interest.

Have you taken any exceptions or have you deviated from our printed specification and if so, are such suggested changes clearly noted on the page provided for exceptions to specifications?

___ yes ___ no
EXCEPTIONS TAKEN TO SPECIFICATIONS:

______________________________________________________________________________
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RECEIPT OF ADDENDA

ADDENDUM #  SIGNATURE  DATE
1. ____________________________________________  __/__/__
2. ____________________________________________  __/__/__
3. ____________________________________________  __/__/__
4. ____________________________________________  __/__/__

NAME OF BIDDER: __________________________________________________________

OFFICIAL ADDRESS: ______________________________________________________

PHONE NUMBER: _________________________________________________________

BY: ______________________________ TITLE: ______________________________
    (Please Print)

DATE:____________________________________________________________________

SIGNATURE:____________________________________________________________
<table>
<thead>
<tr>
<th>FIRM</th>
<th>Name</th>
<th>Street</th>
<th>City</th>
<th>State</th>
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**CONTACT**

**TELEPHONE**

Please Print

**TYPE OF WORK TO BE PERFORMED**

________________________________________________________________________
REFERENCES
Please list a minimum of three references of similar work performed within the last three years.
FIRM __________________________________________________________
Name
___________________________________________________________
Street
City State Zip Code
CONTACT __________________________________ TELEPHONE _________________________
Please Print
TYPE OF WORK TO BE PERFORMED __________________________________________

FIRM __________________________________________________________
Name
___________________________________________________________
Street
City State Zip Code
CONTACT __________________________________ TELEPHONE _________________________
Please Print
TYPE OF WORK TO BE PERFORMED __________________________________________

FIRM __________________________________________________________
Name
___________________________________________________________
Street
City State Zip Code
CONTACT __________________________________ TELEPHONE _________________________
Please Print
TYPE OF WORK TO BE PERFORMED __________________________________________