



Town of Litchfield Housing Authority

Invitation to Bid

Wells Run: Fire Alarm & Call for Aid Systems Replacement

Litchfield, Connecticut

The Town of Litchfield Housing Authority (Litchfield Housing Authority) is accepting bids for the alarm system replacement at Wells Run. All bids must be submitted on forms and in accordance with specifications supplied by the Litchfield Housing Authority, 130 Doyle Rd. #37, Bantam, CT, 06750. Bids will be received at the Office of the First Selectman, 74 West Street, Litchfield, CT, 06759 until 2:00PM on October 7, 2022, and will be opened and read publicly at that time in said office. There is a **No** fee for this bid. Bid may be downloaded from the Town of Litchfield web site: www.townoflitchfield.org.

Instructions to Bidders

1. Intent

The intent of these specifications is to obtain a Contractor to replace the fire and call for aid alarm systems at Wells Run located at 111 Wells Run Rd., Litchfield, CT, 06759. The Contractor shall have adequate licenses, equipment, and materials for this project to insure completion within **45** consecutive calendar days from the agreed upon starting date.

All Bidders shall observe the following instructions and specifications:

2. General Provisions

Place of Opening: Office of First Selectman, 74 West Street, Litchfield, CT 06759

Time & Date of Opening: 2:00PM on October 7, 2022

Bid Return Envelope: Bidders shall submit bids in an envelope clearly marked, with the bid title and opening date to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by the Housing Authority shall be rejected. The following forms must be submitted:

- A. **Form of Bid**
- B. Hold Harmless Agreement and Supplemental Agreement
- C. Non-Collusion
- D. Non-Discrimination
- E. References

3. Pre-Bid Meeting / Proposal Questions

There will be a pre-bid meeting at Wells Run, 111 Wells Run Rd., Litchfield, CT 06759, at 1:00 PM on September 28, 2022.

Any questions pertaining to the scope of the work or content or procedure for submitting proposals should be directed to John Oliveto of AEPM International, LLC by e-mail to be received no later than 5:00PM on September 30, 2022. Any questions received after that date will not be answered. Contact information is as follows:

AEPM International, LLC
241 Main Street
Ansonia, CT 06401
(203) 308-0028
joliveto@aepmi.net

4. Basis of Award

It is intended this Contract shall be awarded to the Bidder that best meets the needs of the Litchfield Housing Authority with respect to qualifications, contractor's submitted start date and cost. Qualifications shall include the ability of the Contractor to complete all work within the stated time frame. The Housing Authority reserves the right to reject all & any bids. **Award of Contract is contingent on grant requested being received.**

5. Notice of Award

The Litchfield Housing Authority shall give notice of Acceptance of a bid to the successful bidder by mail to the Bidder's address stated in the bid. Individuals are invited to attend the Bid Opening, with official bid results pending notification of the successful bidder.

6. Award of Contract

The Litchfield Housing Authority reserves the right to reject any and all bids for any reason the Authority deems advisable, and to award contract or contracts to any Contractors bidding on the work, regardless of the amount of bid.

7. Bid Security

A bid bond or certified check is not required for this bid.

8. Performance; Labor and Material Bond

A Performance Bond or Certified Check is not required for this bid.

9. Scope of Work Change

The Housing Authority reserves the right to change the scope of the project after the bid is awarded, without penalty to the Authority. All changes in scope will be issued in writing by the Architect, John Oliveto or Litchfield Housing Authority Executive Director, Jim Simoncelli Jr.

10. Substitution of Named Brands

Should brand names appear in this bid, before bidding on any item considered equal to or better than a named item, the Bidder must get written approval from the Architect.

11. Price, Discounts, and Payment

Prices bid shall not include any taxes, Local, State, or Federal, as the Litchfield Housing Authority is not liable. In addition to the price bid, each Bidder may quote binding discounts, which will be considered when making the award.

12. Delays

Contract time delays for completion of work shall be authorized in writing by the Executive Director of the Litchfield Housing Authority.

13. Liquidated Damages

The amount of five hundred dollars (\$500) is agreed upon as liquidated damages and shall be paid for every day the Contractor exceeds the allowable contract time. (for completion, forty-five (45) consecutive calendar days.) This sum shall be paid by the Contractor to the Litchfield Housing Authority or withheld from final payment to the Contractor. The contract time period must start with the Notice to Proceed from the Litchfield Housing Authority.

14. Assignment of Contract

Contractor shall not sublet, sell, transfer, assign, or dispose of contract or any portion thereon or of right, title, or interest therein of obligations thereunder, without written consent of the Litchfield Housing Authority.

15. Acceptance of Subcontractor

Submission of name of Subcontractor in proposal shall be deemed to constitute an acceptance by Contractor, if awarded contract of bid, of such Subcontractor. Any alteration therein, after award of contract, shall be subject to the approval of the Litchfield Housing Authority.

16. Basis of Payment

Payment for this work shall be at the lump sum bid for work completed and accepted, except as noted herein and shall include all equipment, materials, labor, and tools incidental to the completion of this work.

17. Payments for Extra Work

Written notice of claims for extra work shall be given by Contractor within ten (10) days after receipt of written instruction from the Litchfield Housing Authority as approved by the Executive Director of the Litchfield Housing Authority or his designee, to proceed with extra work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, Contractor's itemized sheet showing all labor and material must be submitted to AEPM International, LLC. The Litchfield Housing Authority order for extra work shall specify any extension of contract time and one of the following methods of payment:

- A. Unit Prices or combination of unit prices.
- B. A lump sum based on Contractor's estimate accepted by owner and approved by the Litchfield Housing Authority Board of Commissioners.
- C. Actual costs plus ten percent (10%) for overhead and profit.

18. Payment Requests, Retainage and Guarantee Period

Contractor must submit a payment request for payment once each month for work done and materials delivered and installed on the site. Each request for payment must be computed from work completed, less ten percent (10%) to be retained until expiration of the guarantee period, which is one (1) year from written acceptance of work.

19. Insurance

The contractor will file with the Litchfield Housing Authority, the following evidence of insurance. Certificates must be on file with the Housing Authority before acceptance of Bid or work commences.

Workers Compensation

Coverage A: Statutory

Coverage B: Employers Liability:

Bodily injury by accident	\$ 100,000 per person
Bodily injury by disease	\$ 100,000 per person
Bodily injury	\$ 500,000 aggregate

Comprehensive Commercial Liability

Bodily injury; General Limit	\$ 1,000,000 aggregate
Products/Completed Operations	\$ 1,000,000 aggregate
Personal and Advertising Injury	\$ 1,000,000 aggregate
Each Occurrence	\$ 1,000,000 aggregate
Fire Damage Limit	\$ 1,000,000 aggregate
Medical Expenses	\$ 100,000 per person

Coverages:

Premises/Independent Contractors
Contractual/Completed Operations/Products
Contractual/Liability will be Broad Form
XCU (explosion/collapse/underground utilities)
Comprehensive Broad Form Liability endorsement or Equivalent
Broad Form property Damage Liability

Automobile Liability

Bodily Injury	\$1,000,000 per person
Aggregate	\$1,000,000 per person
Property Damage	\$1,000,000 per person

Coverages:

All owned/non owned/hired/borrowed
Contractual liability to be included

Contractors must name the Town of Litchfield Housing Authority and AEPM International, LLC as additional named insured on all certificates. All policies will provide thirty (30) days' notice of cancellation as well as ten (10) days' notice of material change in the policies to the First Selectman's Office of the Town of Litchfield.

20. Environmental. Health and Safety Compliance

The contractor must comply with all local, state and federal environmental health and safety regulations. The contractor's employees must have all required Occupational Health and Safety Administration, Environmental Protection Agency, Connecticut Department of Environmental Protection and Connecticut Department of Health training and certifications. Copies of all applicable training records shall be submitted as part of or in addition to a Health and Safety Plan to the Litchfield Housing Authority prior to commencing the project. Material Safety Data Sheets must be submitted prior to commencing work for all materials used prior to beginning the project.

21. Permits

The contractor is responsible for obtaining all local, state and federal permits required for completion of the project. Copies of all permits will be submitted to the Litchfield Housing Authority prior to commencing work. In instances where the governing body waives a permit a copy of the communication in lieu of the permit.

22. Hold Harmless Agreement

The Contractor agrees to hold harmless the Town of Litchfield Housing Authority and its respective officers, agents, and employees from any loss, costs, damages, expenses, judgements, and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any act of omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury, or damage to property directly or indirectly, including the loss of use resulting therefrom as permitted by law. The Contractor will be required to sign the enclosed Hold Harmless Agreement prepared by the Housing Authority.

23. Supplemental Agreement

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's Subcontractor(s) under any circumstances, will be considered servants or agents of the Town of Litchfield Housing Authority and the Housing Authority will be at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Contractor's Subcontractor(s). The Housing Authority will not withhold from contract payments to the Contractor any Federal or State unemployment taxes, Federal or State Income Taxes, Social Security Tax, or any other amount for benefits to the Contractor. The lump sum or unit charges for service provided does not represent gross wages and further the Housing Authority will not provide the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Housing Authority to its employees. The Contractor will be required to sign the enclosed Supplemental Agreement prepared by the Housing Authority.

Technical Specifications

1. ADDRESSABLE FIRE-ALARM SYSTEM & CALL FOR AID

Provide new addressable Fire Alarm & Call for Aid systems that will replace the current antiquated devices and internal wiring. Project shall include, but not be limited to, the following:

- Complete shop drawings of new systems subject to Owner, Architect and Fire Marshall approvals.
- All permits required by the Town.
- All General Conditions costs associated with the complete project.
- Complete demolition of all existing devices and wiring.
- Installation of a new addressable FA system including pull stations, strobes, bells, horns, central control panel and code compliant wiring.
- Installation of a new Call for Aid notification system similar to the existing system. New devices shall be generally located at the same existing locations. System shall include strobes, pull devices in bathrooms and bedrooms and all internal wiring.
- All required patching / painting of disturbed walls, ceilings, floors, site areas, etc.
- Complete programming and testing of all systems.
- On site training of LHA staff.
- Inclusion of attic stock amounting to no less than 10% of each device.

Scope of work shall include full coordination with LHA and tenants to gain access to apartments during normal working hours.

FORM OF BID
Fire Alarm & Call for Aid Systems Replacement
At
Wells Run Senior Housing
Litchfield, CT

PROPOSAL

OF: _____
(Official name of company and hereinafter called "bidder")

organized and existing under the laws of the state of _____, and doing business as: ☐ a corporation, ☐ a partnership, or ☐ an individual (*check one*).

TO the Litchfield Housing Authority hereinafter called the "Owner".

READERS:

The BIDDER, in compliance with your invitation to bid for:

ADDRESSABLE FIRE-ALARM SYSTEM AND CALL FOR AID SYSTEMS

The BIDDER, having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the installation of the proposed systems, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 45 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ 500 for each consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following addenda:

1. _____
2. _____

PROPOSAL:

The bidder agrees to furnish and install all labor and materials required to fully construct the work in accordance with the contract documents.

BASE BID: (Provide separate \$ amounts in words for each Section being Bid)

Permits \$ _____

General Conditions \$ _____

All Work Related to the

Replacement of Fire and Call for Aid Alarm Systems
\$ _____

For _____ the _____ total _____ sum

of: _____

(Indicate the dollar amount of the bid using written words)

(Indicate same amount using figures)

In the case of a discrepancy, the bid amount shown in words will prevail.

The BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

The BIDDER agrees that this bid shall be valid and may not be withdrawn for a period of 120 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the BIDDER will execute the OWNER'S formal contract within 10 days and deliver Surety Bonds as required.

Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it –

(a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned business. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | | |
|---|--|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans | <input type="checkbox"/> Hispanic Americans |
| <input type="checkbox"/> Asian Indian Americans | <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

(d) ☐ is ☐ is not, a bonafide Section 3 Company, and that it does not meet the following definition of a Section 3 Business.

1. 51% or more of the ownership of this company is owned by Section 3 residents, as defined by HUD.
2. Currently, at least 30% of the employees of the company are Section 3 residents, as defined by HUD.
3. At least 30% of the employees of the company were Section 3 residents, as defined by HUD, within three years of the date of first employment with this company.
4. I commit to subcontract at least 25% of the total value of this contract to Section 3 subcontractors, as these companies are defined above, and to provide the necessary evidence to substantiate this, prior to the award of contract.

The apparent low bidder will be required to submit documentation from a Certified Agency for any of the designations noted in the affirmative above prior to the award of the contract.

RESPECTFULLY SUBMITTED:BY: _____
(type or print name and title)

(authorized signature of bidder) (date)

Contact Cell Phone #: _____

Company Name: _____

Address: _____

Phone: _____ Email: _____

FEIN or SSN#: _____

If bid is submitted by a corporation, its seal must appear.

NOTE: The penalty for making false statements in offers is prescribed in U.S.C. 1001.



NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing the bid)

STATE OF Connecticut,

COUNTY OF Litchfield,

TOWN OF Litchfield Housing Authority

I, _____ being first duly sworn, depose and say that:

1. I am _____ of _____, the bidder

that has submitted the attached request for bid for _____;

2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Litchfield Housing Authority or any person interested in the proposed bid; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before this

_____ day of _____, 20____.

My commission expires _____



NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR CO-PARTNERSHIP BIDDER

STATE OF _____

COUNTRY OF _____

(Persons Names)

Each being first duly sworn, each deposes and each for themselves says: That they are a member of and that the persons listed above collectively compose the co-partnership firm designated as

_____ who is the Bidder submitting the
(Firm Name)

accompanying bid for The Town of Litchfield Housing Authority Project, and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____ day of _____, 20__

My Commission expires _____

Notary Public
(Seal)

Signatures of Named Principals:



NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF _____

COUNTRY OF _____

_____ Being first duly sworn, deposes and says:
(Persons Name)

That they are the _____ of the corporation who
(Official Title of Cooperate Officer or Agent)

Is the Bidder submitting the accompanying bid for Town of Litchfield Housing Authority Project, and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____ day of _____, 20__

_____ My Commission expires _____

Notary Public
(Seal)

(Signature of Cooperate Officer or Agent)



NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF _____

COUNTRY OF _____

(Persons Name) Being first duly sworn, deposes and says:

That they are the person who is the Bidder submitting the accompanying bid for Town of Litchfield Housing Authority Project, and that they, having read, understood, and agreed to all the terms and provisions thereof, signed this affidavit; and the accompanying bid; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____ day of _____, 20____

Notary Public
(Seal) My Commission expires _____

(Signature of named individual)

Printed Name



TOWN OF LITCHFIELD HOUSING AUTHORITY

NONDISCRIMINATION CERTIFICATION

Representation by Entity

Written representation that complies with the nondiscrimination agreements and warranties under the Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60a(a)(1) as amended.

Instructions:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Litchfield Housing Authority, regardless of contract value. Submit to the awarding agency prior to contract execution.

Representation of an Entity:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

An entity duly formed and existing under the laws of _____,
Name State of Commonwealth

Represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____ has a
Name of Entity Name of Entity

Policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60 (a) (1) as amended.

Authorized Signatory

Date

Printed Name