

REQUEST FOR PROPOSAL

Convection Steamer



Town of Sprague:
Sayles School, Cafeteria

November 30, 2020

REQUEST FOR PROPOSALS

Gas Convection Steamer, pressureless, Propane specific, free standing, two (2) compartments, 144,000 BTUs, minimum 1-year warranty on parts and labor. Price will include purchase, installation, removal, and disposal of current unit.

November 30, 2020

The Sayles School is accepting proposals for a new Gas Convection Steamer. Vendors will be required to install new steamer and remove old steamer from the current location.

There will be an optional walk-through on **Wednesday December 9th at 9am**. Meet at the Sayles School Office located at 25 Scotland Rd Baltic, CT 06330.

Sayles School will accept proposals until 3pm on Friday, December 18th. At this time proposals will be opened in the Superintendent's Office located at 25 Scotland Rd Baltic, CT 06330. All proposals submitted after that time will not be considered. Proposals should be labeled:

Gas Convection Steamer Proposal

Proposals should be sent to:

Sayles School
25 Scotland Rd
Baltic, CT 06330

Attention: William Hull, Superintendent

Questions related to Specifications should be directed to

Attention: Susan Osborn, Director of School Nutrition
Email sosborn@spraguek12.org

The Town of Sprague reserves the right to reject any and/or all bids or any parts thereof, to waive any informality in any bid, to require a modification of the contract terms at any time, and to select the bidder who, in the opinion of the School District, will meet the best interests of the School District, provided that nothing herein shall be deemed to waive any requirement of federal, state or local law. Under no circumstances will the Town or School District be responsible for the cost of preparing any bid.

General Instructions:

Proposals are to be:

- * Submitted in duplicate unless otherwise indicated in the specifications.
- * Submitted using the blank proposal forms furnished.
- * Submitted in a sealed opaque envelope utilizing the enclosed label, with the bidder's name and address in the upper left-hand corner.
- * Made out and signed in the corporate, or other, name of bidder. In addition, an authorized person must fully and properly execute the bid.

Proposals received later than the time and date specified will not be considered.

Amendments to or withdrawal of proposals received later than the time and date set for the opening will not be considered.

Bidders or their representatives may be present at the bid opening as long as COVID restrictions allow.

The Town of Sprague may require further information and references on any individual or company placing a bid prior to the awarding of a bid.

The Superintendent reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.

The Superintendent reserves the right to correct an award erroneously made as a result of a clerical error on the part of the Town of Sprague.

A contract shall not be awarded to any corporation, firm or individual who has an unpaid and overdue debt to the Town by nonpayment of taxes, by debt or contract, or who is in default as surety or otherwise by any obligation to the Town of Sprague.

Quote for Sayles School
Gas Convection Steamer
Installation of new steamer, removal, and disposal of old steamer

Name of Business submitting quote: _____

Address: _____

_____, _____ State _____ zip

Name of contact: _____

Phone number of contact: _____

Please provide the names and phone numbers of three customers to be used as references:

Business Name: _____

Name and Phone Number of Contact: _____

Business Name: _____

Name and Phone Number of Contact: _____

Business Name: _____

Name and Phone Number of Contact: _____

SPECIFICATIONS

For
Gas Convection Steamer

General Specification listed below

Gas Convection Steamer
Pressureless
Propane
Free Standing
Two (2) Compartments
144,000 BTU
Current Model: Market Forge 3300

General Description:

Installation of new gas convection steamer. Removal and disposal of current convection steamer.

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| <u>Product</u> | <u>Description</u> | <u>Unit Price</u> |
|--------------------|--------------------|-------------------|
| | | \$ |
| Total Price | | \$ |

Intent:

The purpose of this bid is to secure a single source for a gas convection steamer with the removal and the disposal of the current convection steamer.

Basis of Award:

This contract will be awarded to the responsive and responsible bidder offering the highest quality and lowest total cost.

Bid Prices:

All bid prices shall:

- * Be complete and include all necessary equipment and supervision.
- * Be for on-site service. No travel time will be allowed (if applicable)

Service Contractor Requirements:

Bidder must submit at least (3) three current references where similar work was performed by the bidder and similar product was supplied.

Contractor is responsible for disposing of all obsolete or damaged equipments replaced by them under this contract

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| <u>GENERAL TERMS AND CONDITIONS</u> |
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All bids are subject to the General Terms and Conditions, Bid Specifications and Contract Proposal as provided.

Price: Bid prices will include delivery, F.O.B. destination, without extra compensation.

Taxes: The Town of Sprague & Sprague Board of Education is exempt from the payment of the Excise Taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut. Such taxes should not be included in the bid price. Exemption certificates will be furnished to the successful bidder.

Award: The Superintendent reserves the right to make an award which, in his judgment and recommendation from the department, following bid evaluations; best meets the specifications and is deemed in the best interest of The Town & School. The Town & School reserves the right to increase or decrease all quantities indicated in this bid.

The Superintendent further reserves the right to reject any or all bids, in whole or in part; to award any item, group of items or total bid unless otherwise specified by the bidder, and to waive informality or technical defects, if, in his judgment, the best interests of The Town of Sprague & Sayles School will be so served.

Price Discrepancies:

In the event there is a discrepancy between the unit price and extended price the unit price will prevail.

In the event there is a discrepancy between the written price and numeric price the written price will prevail.

Laws: All deliveries shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut.

Permits (if Applicable):

It is the responsibility of the successful bidder to obtain all Federal, State and local permits when needed. All fees imposed by The Town & School, for permits issued by the Town of Sprague will be waived. All State or Federal permitting fees to be collected by the Town will not be waived.

Hold Harmless & Indemnification Agreement:

The bidder assumes full responsibility for its negligent acts, errors or omissions and agrees to hold harmless and indemnify The Town of Sprague, its agents and servants, from and against any and all claims, suits, damages, costs, losses and expenses resulting from such negligent acts, errors or omissions while conducting activities associated with this bid.

Anti Trust Claim Assignment Clause:

The contractor or subcontractor offers and agrees to assign to the Town of Sprague, all right, title and interest in all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 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 Town of Sprague & Sprague Board of Education awards or accepts such contract, without further acknowledgment by the parties.

Non-Collusive Bid Statement

The bidder, being fully informed regarding the accuracy of the statements made herein, certifies that:

- a. The bid has been arrived at by the bidder independently and has submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and,
- b. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

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

- c. **Each bidder must provide an Affidavit, on the form provided to certify non-collusion with any other bidder.**

Non Discrimination Clause:

The Contractor hereby agrees that neither he nor his subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual or to discriminate against him in compensation or in terms, conditions or privilege of employment because of race, color, religious creed age, sex, national origin or ancestry, except in the case of bona fide occupational qualification or need.

The Contractor further agrees that neither he nor his subcontractors will discharge, expel or otherwise discriminate against any person because he has opposed any unfair employment practice or because he has filed a complaint or testified or assisted in any proceeding under Section 31-127 of the Connecticut General Statutes. The advertisement of employment opportunities will be carried out in such a matter as not to restrict or discriminate against individuals because of their race, color, religious creed, age, sex, national origin or ancestry, except in the case of a bona fide occupational qualification or need.

Safety Standards:

All contractors and their employees, agents and subcontractors are required to comply with all EPA, NFPA and OSHA safety standards at all times while working on site. The Contractor and employees, agents and subcontractors found to be in non-compliance may be removed from the work site, as well as subject to forfeiture of payment and/or contract termination. The Town reserves the right to inspect the work site at any time for safety compliance. The Town may require the contractor as well as any agents and subcontractors to provide a copy of their OSHA 200 log for the three previous years for review

Debarment:

The Purchasing office reviews any bid being considered to assure that neither the contractor nor any subcontractor being utilized is subject to state or federal debarment based on published debarment lists. Persons or firms currently debarred under the Federal Davis Bacon Act that are included on the State Debarment List pursuant to Connecticut General Statutes, Section 31-53a, as amended, shall not be awarded a contract. No contract shall be awarded to any firm, corporation, partnership or association in which such persons or firms have an interest until the expiration date listed has passed.

Toxic Substances:

In accordance with Section 31-40M of the General Statutes of Connecticut, any person who supplies any toxic substances as defined in 31-40J shall provide the following information:

- a. The genetic or basic chemical name of the toxic substance.
- b. The level at which exposure to the substance is determined to be hazardous.
- c. If known, the acute and chronic effects of exposure of hazardous levels.
- d. The symptoms of such effects.
- e. The appropriate emergency treatment.
- f. Proper conditions for safe use and exposure to such toxic substance.
- g. Procedures for cleanup of leaks and spills of such toxic substance.
- h. A label on each container of any such substance which states, in a clearly legible and conspicuous form, that a toxic substance is contained therein.

This information should be disclosed at the time of the bid opening and chemical data (M.S.D.S) sheets will also be required if the products meet the toxic substance criteria.

Liability Insurance (If Applicable):

The General Terms and Conditions require the bidder awarded the contract to maintain in force during the performance of the work policies of worker's compensation insurance, employers liability, bodily injury liability and property damage insurance covering the operations of the contractor and the use of all motor vehicles employed by the contractor. A certificate of insurance evidencing this fact that the contractor has secured the required insurance shall be filed with the Town of Sprague at the time of the execution of this contract. **It is further required that the Town of Sprague & Sayles School be named as an additional insured.** This should be shown under the description of operations portion of the certificate of insurance. All certificates should also indicate a notice of cancellation complying with state statute.

Minimum Requirements for Certificate of Insurance

- A. Commercial General Liability
 - General Aggregate: \$ 2,000,000.00
 - Product/Completed Operations Aggregate: \$ 1,000,000.00
 - Occurrence Aggregate: \$ 1,000,000.00
- B. Automobile Liability
 - Liability Limit: \$ 1,000,000.00

C. Excess (Umbrella Liability) Liability

- The requirement that an umbrella policy be provided will depend on a case-by-case evaluation. Your exposure to catastrophic loss arising from the work or service being performed will determine the limit required.

D. Worker's Compensation & Employers Liability

- Per Connecticut Statutes

Stipulations:

A contract issued as the result of a bid shall not be considered exclusive. The Town & Board of Education reserves the right to contract with other vendors for similar services when deemed appropriate.

The Town & Board of Education maintains the right to withhold payment for unsatisfactory materials and/or workmanship until such time that the defect is corrected. If the defect is not satisfactorily repaired within 60 days, the Town & Board of Education may elect to have the repair made by an alternate vendor and subtract the cost from the contractor's invoice. The Town & Board of Education also reserves the right to deduct from the vendor's billing any costs incurred as a result of inferior or unsatisfactory materials and/or workmanship.

The Town & Board of Education reserves the right to cancel the contract at any time with no cost to the Town or Board of Education. If the cancellation is for inadequate performance, then the cancellation shall be immediate. If the cancellation is for budgetary considerations or is based upon the discretionary right of the Town & Board of Education, then the cancellation shall be upon thirty (30) days written notice.

The Town & Board of Education reserves the right not to award the continuation of a multiple year bid. The award of each year's contract is contingent upon adoption and approval of budgetary funds for this purpose.

Safety Standards:

All contractors and/or their personnel are required to be in compliance with all EPA, NFPA and OSHA safety standards when working on site (under the direction of a contractor's project supervisor.) All on-site activities carried out by contractors and/or their employees must be done in such a manner as to maintain a safe working environment for all Sayles School employees, students and visitors. Contractor employees found to be in non-compliance may be removed from the work site by the Superintendent or his designee. Contractors found to be in non-compliance will be subject to forfeiture of payment and/or contract termination. The district reserves the right to inspect the work site at any time for safety compliance. The district may require review of a contractor's OSHA 200 log for the three previous years.

NON-COLLUSIVE BID STATEMENT

THIS FORM MUST BE SIGNED AND RETURNED OR THIS BID MAY BE REJECTED

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

1. The bid has been arrived at by the bidder independently and has submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and,
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond 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 Sprague to consider the bid and make an award in accordance therewith.

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| Name (Print) | |
| Signature | |
| Title | |
| Date | |
| Phone | |