

**INVITATION TO BID
TOWN OF NORTH HAVEN
FIRE DEPARTMENT**

Sealed bids for Work-Dress Uniforms for the Fire Department, **Project No. 20-1**, will be received at the Finance Office, Memorial Town Hall, 18 Church Street, North Haven, Connecticut, until 10:00 AM on **Wednesday, July 10, 2019**, at which time and place they will be opened and publicly read. Specifications may be obtained from the Finance Office. After bids are received the Director of Finance/Administration may analyze whether vendors have submitted comparable bids and meet the requirements called for. In reviewing the bids, the Director of Finance/Administration may consider the past performance, financial responsibility, and sales and service experience of the vendors. The Director of Finance/Administration reserves the right to reject any or all bids, to waive any defects in same, or to choose to make purchases other than strictly in accordance with price considerations, and/or to choose other than the lowest bidder, if it be deemed in the best interest of the Town of North Haven. **Bidders are advised hereby of the existence of an Ordinance concerning Bid Preference for Town-Based Businesses.**

Edward J. Swinkoski, CPA
Director of Finance/Administration

GENERAL INFORMATION AND CONDITIONS

1. The Town of North Haven provides apparel to its firefighters on an annual basis for new hires and for current employees. The Town is seeking bids to have a single provider furnish all firefighter apparel for the fiscal year from July 1, 2019 to June 30, 2020. The department currently outfits 35 permanent personnel plus new hires.
2. All prices are to remain firm for the period July 1, 2019 or from the date of award through June 30, 2020. There shall be an option to renew this agreement for three (3) additional one year periods, July 1, 2020 through June 30, 2021 and July 1, 2021 through June 30, 2022 and July 1, 2022 through June 30, 2023 subject to the Terms and Conditions listed in this bid. However, the successful vendor shall be required to give the Town of North Haven the benefit of any general price reduction at any time during the term of award for any item awarded to them.
3. Bidder shall render any services to be provided pursuant to this agreement in compliance with all applicable Federal, State and Local laws, ordinances, rules and regulations.
4. Bidder shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the Town.
5. Bidder shall provide full firm name and address. Failure to manually sign the bid may disqualify it. Firm name and authorized signature must appear in the space provided on the enclosed "Signature Sheet".
6. The Town of North Haven will not pay any costs incurred in the bid preparation, printing or demonstration process. All costs shall be borne by the Bidder.
7. The Town of North Haven reserves the right to award the bid to the lowest bidder overall or may choose not to award the bid.
8. The Bidder, who is selected as the Provider, shall, at its own expense, protect, defend, indemnify, save and hold harmless the Town of North Haven and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the Town of North Haven and its elected and appointed officers, employees, servants, agents or subcontractors that may arise out of the agreement.
9. All questions regarding the detailed requirements and specifications or general bidding procedures should be submitted in writing at least one week prior to bid submissions to Chief Paul Januszewski, North Haven Fire Department; firechief@town.north-haven.ct.us.

SPECIFIC BID REQUIREMENTS

1. The Bidder shall have a typical retail “store front” open to the general public within a 25 mile radius of 11 Broadway, North Haven, CT and/or no more than 30 road miles from 11 Broadway, North Haven, CT.

NO EXCEPTIONS

COMPLY YES _____ NO _____

2. The Bidder shall have the ability to receive uniform orders through the bidder’s website on-line store or other electronic formats using an order format agreed upon by the bidder and North Haven Fire Department Administration.

NO EXCEPTIONS

COMPLY YES _____ NO _____

3. Upon awarding the contract, the bidder shall make available sample items for sizing. Sizing samples shall be in sufficient size range to adequately measure the department. All sizing samples will remain at North Haven Fire Department 11 Broadway, North Haven CT. the bidder in lieu of providing sizing samples may send a representative to North Haven Fire Department to measure each employee eligible for uniform allotment. This on-site measurement shall be conducted over a four (4) day period. The four (4) day period shall be pre-arranged with North Haven Fire Department administration and shall be conducted on days that cover the four (4) shift schedules (A-Shift, B-Shift, C-Shift & D-Shift).

NO EXCEPTIONS

COMPLY YES _____ NO _____

4. The Bidder shall make available a delivery option of completed orders. Delivery shall be at North Haven Fire Department 11 Broadway, North Haven CT during regular business hours 0700 hours until 1600 hours Monday - Friday excluding city holidays. There shall be no extra charge for the delivery option.

NO EXCEPTIONS

COMPLY YES _____ NO _____

BID PROPOSAL FORM

For: North Haven Fire Headquarters Work Uniforms

Bid No: 20-1

Page 3 of 11

Uniform Bid Specifications

Bid Opening: **Wednesday, July 10, 2019**

To: Town of North Haven
Finance Office - Ed Swinkoski
18 Church Street
North Haven, CT 06473

Pursuant to and in compliance with the invitation for Bid and Instructions to Bidders relating thereto, the undersigned hereby offers to furnish the required equipment (with no substitutes to uniforms or equipment) in accordance with the Specifications and this Bid Proposal Form.

Bidder acknowledges receipt of the following addendums: _____

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	Trousers/Blauer Pants 8821X	_____
2.	Blauer 8810X – Cargo Pants	_____
3.	Lion Cargo Shorts “NoHFD” embroidered in red thread on left leg ¾” in height - full block	_____
4.	S/S Dress Shirt – Flying Cross F1 85R54 00/White Badge holder on left breast & FD patch sewn on left sleeve	_____
5.	S/S Dress Shirt – Flying Cross 85R546 Midnight Navy Badge holder on left breast & FD patch sewn on left sleeve	_____
6.	L/S Dress Shirt – Flying Cross F1 35W54 00/White Badge holder on left breast, FD patch sewn on left sleeve	_____
7.	L/S Dress Shirt – Flying Cross F1 35W54 76/Midnight Navy Badge holder on left breast, FD patch sewn on left sleeve	_____
8.	Navy Polo S/S Devon & Jones 3 button w/collar Embroidered in red thread – Rank & full name on right breast block style & NORTH HAVEN FIRE DEPT on left breast	_____
9.	Gray Polo S/S Devon & Jones 3 button w/collar Embroidered in navy blue thread – Rank & full name on right breast block style & NORTH HAVEN FIRE DEPT on left breast, Lt Collar insignias’	_____

- sewn on each collar point _____
10. Navy Polo L/S Devon & Jones 3 button w/collar
Embroidered in red thread – Rank & full name on
right breast block style & NORTH HAVEN FIRE
DEPT on left breast _____
 11. Gray L/S Devon & Jones 3 button w/collar
Embroidered in navy blue thread – Rank & full
name on right breast block style & NORTH HAVEN
FIRE DEPT on left breast, Lt Collar insignias’
sewn on each collar point _____
 12. 6” Under Armor Valsetz _____
 13. 8” – 5.11 Storm Boot _____
 14. Bates SR56 Shoe _____
 15. Under Armor Sneaker Style # 1287351-001 _____
 16. Reebok Sneaker Style # 8101 _____
 17. NFPA S/S Station Shirt – 85R546Midnight Navy
Embroidered in red thread – Rank & full name on right
Breast block style & NORTH HAVEN FIRE DEPT
on left breast & FD patch sewn on left sleeve _____
 18. NFPA S/S Station Shirt – F1 85R54 00/White
Embroidered in navy blue thread block style – Rank
& full name on right breast & NORTH HAVEN FIRE
DEPT on left breast & Lt Collar insignias’ sewn on
each collar point & FD patch sewn on left sleeve _____
 19. NFPA L/S Station Shirt – F1 35W54 76/Midnight Navy
Embroidered in red thread block style – Rank & full
name on right breast & NORTH HAVEN FIRE DEPT
on left breast & FD patch sewn on left sleeve _____
 20. NFPA L/S Station Shirt – F1 35W54 00/White
Embroidered in navy blue thread block style – Rank &
full name on right breast & NORTH HAVEN FIRE
DEPT on left breast & Lt collar insignias’ sewn on
each collar point & FD patch sewn on left sleeve _____
 21. Blauer Winter 9845-50 “Badge Holder” on left breast,
Patch Left sleeve & “NoHFD” reflective gray 4” on back
(per spec) _____

- | | | |
|-------|--|---------|
| 22. | Blauer 26950-70 reflective rain proof coat
w/reflective liner "NoHFD" reflective gray 4" (per spec)
on back, Rank & last name stitched in black thread –
block style on right breast, & NORTH HAVEN FIRE
DEPT – block style on left breast | _____ |
| 23. | 5-11 Tactical Polo - Red Mens 71049
with FIRE in white silk screen 4" block style on back
and embroidered block style (FF's in navy blue thread
& Officers in white thread) Rank & full name on front
right breast & NORTH HAVEN FIRE DEPT on left
breast
Also – Officers Polo only - collar insignias' sewn on
each collar point | _____ |
| 24. | 1 ¾" Pant Belt Boston Leather | _____ |
| 25. | Yates Belt | _____ |
| 26. | Thorlo Socks | _____ |
| 27. | Bell Caps F-303 White | _____ |
| 28. | Bell Caps F-303 Blue | _____ |
| TOTAL | | \$_____ |

NOTES TO BIDDERS:

- a. **The Town of North Haven reserves the right to extend the bid award for three (3) Additional years if the winning vendor holds the same pricing schedule.**

Date all items will be delivered by: _____

BIDS SUBMITTED BY: _____ DATE: _____

Name of Company

Authorized Signature

Title

Street

Print Name

City, State, Zip

Telephone Number

FAX Number

Email Address

TERMS & CONDITIONS

1. VENDOR: Shall in all cases be the Seller.
2. BUYER: Shall in all cases be the Town of North Haven/Finance Department.
3. ACCEPTANCE: This order with any attachments constitutes the entire agreement of the Vendor and Buyer. No waiver or modification or additions to the terms of this order shall be valid unless in writing and signed by the Vendor & Buyer.

4. **PRICES:** The Buyer shall not be billed at prices higher than those stated on the front of this order. Unless otherwise specified, the price stated includes all charges for packing, hauling, storage and transportation to the point of delivery. No taxes shall be included in this price except those which Vendor is required by law to collect from Buyer. **If there are any of these taxes, then they shall be listed separately on the Vendor's invoice. Finance charges, interest and/or penalties for late payment will not be paid on this purchase order.**
5. **PACKAGING:** Seller with package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) seller's name, address; (b) consignee's names, address and purchase order number; (c) container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided.
6. **TITLE & RISK:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
7. **TRANSPORTATION CHARGES:** F.O.B. destination unless delivery terms are specified otherwise in bid; Buyer agrees to reimburse Seller for transportation costs in the amount specified in the Seller's bid, or actual cost, whichever is lower, if the quoted delivery terms do not include transportation cost, provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
8. **DELIVERY:** Substitutions will not be accepted. Partial shipments shall be allowed, however, the shipment shall be completed by the date shown on this order or order shall be subject to cancellation by Buyer. Vendor shall not ship excess quantities without Buyer's prior approval.
9. **INVOICING:** Vendor shall invoice all shipments in duplicate. The invoice shall describe the items, reflect any applicable terms of payment and must show the PO Number. Unless this PO Number is shown on the invoice, it may be returned to the Vendor. The invoice shall be an original.
10. **GRATUITIES:** Town of North Haven may, by written notice to the Seller, if it is determined by the Town that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officials or employee of the Town with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event the contract and/or PO is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other-rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.
11. **WARRANTIES:** Seller warrants that the items and services covered hereunder will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable, of good material and workmanship free from defects and will be fit and sufficient for the purpose intended. These warranties shall be in addition to all other warranties, expressed, implied or statutory. Payment for, inspection of, or receipt of articles or services shall not constitute a waiver of any breach of warranty.
12. **AUTHORIZATION FOR CHANGES:** Only the Administrator of Finance or his designated person has the authority to change any description, price or delivery date on the PO. If the terms listed hereon were purchased by the Buyer on a formal bid form, then NO change in above will be made.
13. **DEFAULT-CANCELLATION:** Buyer reserves the right by written notice of default, to cancel the order, without liability to Buyer, in the event of the happening of any of the following; insolvency of Seller, the filing of voluntary petition in bankruptcy of Seller, the filing of an involuntary petition to have Seller declared bankrupt, the appointment of a Receiver or Trustee for Seller, or the execution by Seller of an assignment for the benefit of creditors. If Seller fails to perform as specified herein, or if Seller breaches any of the terms hereof, Buyer reserves the right, without liability to Buyer for all damages, losses and liability incurred by Buyer directly or indirectly resulting from Seller's breach, or (2) obtain the goods ordered herein from another source with any excess cost resulting there-from, chargeable to Seller, if such deficiencies are not remedied. The remedies herein provided shall be cumulative and in addition to any other remedies provided at law or in equity.
14. **INDEMNIFICATION:** Seller agrees to indemnify and hold harmless Buyer, its successors and assigns, customers and users of its products against all suits at law or in equity and from all damages, claims and demands arising out of death or injury, to any person or damages to any property alleged to have resulted from the goods hereby ordered, and, upon the tendering of any suit or claim to Seller, to defend the same at Seller's expense as to all costs, fees and damages. The foregoing indemnification shall apply whether Seller or Buyer defends such suit or claims and whether the death, injury or property damage is caused by the sole or concurrent negligence of Seller or otherwise.
15. **PATENT IDEMNIFICATION:** Seller shall indemnify and save harmless Buyer, its successors, assigns, customers or users of its products, from and against all loss, liability and damage, including costs and expenses, resulting from any claim that the manufacture, use, sale or resale of any goods supplied under this order infringe any patent rights, and Seller shall when notified, defend any action or claim of such infringement at its own expense.
16. **ASSIGNMENT:** Neither the contract or this PO, nor this order nor any rights or obligations herein may be assigned by Seller, nor may Seller delegate the performance of any of its duties hereunder without, in either case, Town's prior written consent any assignment or attempted assignment, of any nature to third parties, without consent of the Town, shall be cause for termination of the contract and/or PO at the option of the Town.

17. EQUAL EMPLOYMENT: To comply fully with the equal requirements of Title VI of Civil Rights Act of 1964, and with Title VII of the Civil Rights Act of 1964.
18. CONFLICT OF INTEREST: No part of the total contract and/or PO amount shall be paid directly or indirectly to any official or employee of the Town of North Haven, CT as wages, compensation or gifts in exchange for acting as official, agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract.
19. HANDICAP, RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN: No person on the grounds of handicap, race, color, religion, sex or national origin, will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of the vendor.
20. APPLICABLE LAW & VENUE: The validity, interpretation and performance of these terms and conditions shall be governed by the laws of the State of CT. By acceptance of this order, the vendor agrees that the venue for any cause of action arising pursuant to same shall be the courts of the State of CT and any attempt by vendor to limit the effect of this provision shall be null and void.
21. UNIFORM COMMERCIAL CODE: If any provisions of this agreement are in conflict with the provisions of Title 47, Chapters 1 through 9, TCA, it is the intent of this agreement to modify or vary the provisions of Title 47 of the TCA,
22. LIABILITY: Any attempt by Vendor to limit its liability for goods or services provided under this PO shall be void and of no effect.

DELINQUENT TAX AFFIDAVIT

This Affidavit must be completed, notarized and attached to your Bid Proposal. Failure to do so may result in the rejection of your Bid.

City/Town: North Haven, Connecticut

Description of Project:

I, _____, acting on behalf of

(Name of Party signing Affidavit)
organization)

(person, firm, association, corporation, or

of which I am _____, submitting a bid/request for proposal for the above project, certify and affirm

(Title of Person)

the following:

1. the undersigned, certifies that neither the above-captioned entity, nor individually, owes delinquent taxes or any other financial obligation to the Town;

2. the undersigned has (check one)

_____ (a) filed a list of taxable personal property with the assessor for the most recent grand list as required by state statute, or

_____ (b) is not required to file such list

To the best of knowledge and belief no affiliated entity of the undersigned, either directly or through a lease agreement, owes taxes to the Town;

To the best of my knowledge and belief the following are the names of all persons who are owners or officers of _____ the undersigned.

—

(attach additional sheets if necessary)

False statements made herein may be the subject of criminal prosecution.

Name of Corporation or Firm

Signature and Title of Official Making the Affidavit

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public/Commission of the Superior Court

My Commission Expires

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ of the Corporation named in the foregoing instrument: That I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____, who signed said instrument on behalf of the Corporation, was then _____ of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

Signature of Person Certifying _____