

CITY OF SHELTON

RFP BID # 2023-36

**Gym Equipment for Fire Department**

Sealed Bids (**one original, one copy**) must be delivered and received at the Office of the Purchasing Agent, Room 200-B, 54 Hill Street, Shelton, CT 06484 **BEFORE 11:00 A.M. LOCAL TIME on March 22, 2023** and publicly opened and read aloud at 11:30 A.M. on such date in room 200-B City Hall, Shelton, CT.

All questions must be submitted in writing via email to Elizabeth Saint John at:  
[e.saintjohn@cityofshelton.org](mailto:e.saintjohn@cityofshelton.org)

**\*\*\*\*\* It is the VENDOR's responsibility to view the City of Shelton Website DAILY, up to date of bid opening, to check for any additional bid information added to the site needed for your bid submission (such as addenda). \*\*\*\*\***

The Purchasing Department at Shelton City Hall is **Closed on Mondays**.

City of Shelton is an Affirmative Action / Equal Opportunity Employer

Paul Hiller, Finance Director  
(203) 924-1555 x 1304  
Email Enquiries: [e.saintjohn@cityofshelton.org](mailto:e.saintjohn@cityofshelton.org)

March 9, 2023



**City of Shelton**  
Purchasing Department  
54 Hill Street  
Shelton, CT 06484  
Invitation to Bid 2023-36

Sealed bids will be received by the Purchasing Agent at the City of Shelton Purchasing Department, Second Floor, City Hall, 54 Hill Street, Shelton, Connecticut 06484, up to:

**11:00 AM on 3/22/23**

To provide labor, materials, equipment and all else necessary for Gym Equipment for Fire Department to the City of Shelton, CT 06484, based on the attached specifications.

Notes:

1. Proposals are to be submitted in a sealed envelope and clearly marked "Bid # 2023-36" and Gym Equipment for Fire Department on the outside of the envelope, including all outer packaging, such as DHL, FedEx, UPS, etc.
2. One original of the bid must be submitted; additional copies may be requested in the specifications.
3. It is the sole responsibility of the bidder to see that the bid is received by the City of Shelton Purchasing Department prior to the time and date noted above. Bids are not to be submitted via email or fax.
4. Bids may not be submitted with plastic binders or covers, nor may the bid contain any plastic inserts or pages.
5. The bid opening will be in room 200-B of Shelton City Hall at 11:30 AM on 3/22/2023 and will comply with Covid-19 restrictions in place at the time.
6. The City of Shelton is an Affirmative Action / Equal Opportunity Employer.

---

Paul Hiller, Director of Finance  
City of Shelton



City of Shelton  
Purchasing Department  
54 Hill Street  
Shelton, Connecticut 06484

### Requirements For All Bids, Requests for Proposal, and Requests for Qualifications

Please refer to this document when preparing and submitting a bid, proposal, or statement of qualifications to the City of Shelton.

- Number of Copies: Submit one original and one copy of all documents, unless additional copies are requested. The original bid must include the notarized non-collusion statement; copy(s) must include the same form.
- Non-collusion Form: This form must be notarized and accompany all submittals; failure to include the non-collusion form may result in rejection of the bid.
- Bid Proposal Form / Pricing: All bid prices must be valid for no less than ninety (90) days from the bid opening date, bid extension date, or clarification of contracts.
- Bonding: The City requires a five percent (5%) bid bond for construction projects to be submitted with the bid. Connecticut Statute 49041 requires any construction contract exceeding \$100,000.00 for public work shall furnish to the City a payment bond in the amount of the contract, which shall be binding upon the award of contract, with the surety or sureties satisfactory to the City, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the contract.
- Tax Bonds: All non-resident construction contractors are required to post a Guaranty Bond (form AU-766) or Cash Bond (form AU-72) in the amount required by the State of Connecticut. This bond will secure payment for applicable taxes payable to the State with regard to the project.
- Insurance: The successful contractor shall be required to furnish a Certificate of Insurance acceptable to the City, naming the City as an additional insured; please note bid title on all insurance forms.
- Prevailing Wage: Under the Davis-Bacon Act, for construction projects for public works, a prevailing wage schedule must be part of any and all specifications. Construction projects that are considered remodeling, refurbishing, rehabilitation, alteration or repair(s) whose value exceeds \$100,000.00 must provide prevailing wage schedule with all specifications. This is also true when new construction is greater than \$400,000.00. For questions on prevailing wage requirements, visit the State Department of Labor website <https://www.ctdol.state.ct.us/>
- Waiver or Rejection of Bids: The City Board of Aldermen and/or Board of Education reserve the right to reject any and all bids in whole or in part, or to waive any informality or technicalities, said proposals; or to accept any proposal or part thereof deemed to be in the best interest of the City of Shelton. Please be advised that no work or supply of goods and/or services may begin without a signed purchase order or agreement, which are the City's legal documents awarding the work and official notice to proceed. The City will not be responsible for any work, goods or services provided in advance of issuance of a signed purchase order or agreement.
- Requirements of a specific bid may supersede the above.

The City of Shelton (“City”) is seeking competitive bids / requesting proposals (RFP)/ requesting qualifications / (RFQ) for Gym equipment, delivery, assembly and installation for Fire Department.

#### **Addenda / Requests for Information (RFI)**

Addenda concerning important information and/or addenda and/or modifications to specifications will be posted to the City of Shelton website at <http://cityofshelton.org/purchasing/> It is each Bidder’s sole responsibility to monitor the above website for all updated information; addenda will not be mailed, e-mailed or faxed out. Questions concerning this specifications and bidding procedures are to be submitted in writing to Elizabeth Saint John, Purchasing Department, [e.saintjohn@cityofshelton.org](mailto:e.saintjohn@cityofshelton.org). Written requests for information will not be accepted after 12 noon on 3/16/23. Verbal requests for information will not be accepted. Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions. A response in the form of an addendum will be posted to the City’s website on or about 3/17/23; it is the bidder’s sole responsibility to monitor the website for updated information about this bid.

Any contact about this bid between a Bidder and any other City official and/or department manager and/or City of Shelton employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person, or in any other manner other than specified above.

#### **Requirements**

Any sizes or estimates of quantities as shown on drawings or stated herein are approximate and are not guaranteed in any respect. The City reserves the right at all times to increase or decrease the amount of work if deemed in its best interest.

Price is to include all labor, materials, tools, equipment, plant, mobilization, permits, insurances, etc., required to properly complete the project.

The City of Shelton reserves the right to award the bid with multiple items:

- To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- And may add, subtract, or delete any item and/or quantity as deemed in the best interest of the City.

The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.

The successful bidder MUST secure all required permits (local, state, federal) prior to commencing work on the site.

Bid Submission Label

Instructions:

- Detach this form at dotted line below
- Complete the form (bid # required)
- Attach form to **OUTSIDE** of your bid package

ALL ENVELOPES, BOXES, UPS, FED-X PACKAGES ARE TO BE SUBMITTED WITH THIS LABEL  
SUBMIT BID PACKET IN DULICATE, UNLESS SPECIFICATIONS REQUEST MORE  
TAPE LABEL & PLACE ON ALL BID SUBMISSIONS TO THE CITY

---

**CITY OF SHELTON BID SUBMISSION**

Name of Bidding Company	Bid-Re-Bid/RFQ#	# of Package(s)
_____	_____	# ___ of ___ Package(s)

Address of Company Bidding	Phone #	Contact Person (Print)
_____	_____	_____

Email address: \_\_\_\_\_

---



NON-COLLUSION AFFIDAVIT

CITY OF SHELTON  
54 HILL STREET  
SHELTON, CT 06484

State of ( \_\_\_\_\_ ):

County of ( \_\_\_\_\_ ):

I state that I am the \_\_\_\_\_ of \_\_\_\_\_  
(title) (name of firm)

And that I am authorized to make this affidavit on behalf of my firm, its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

- (1) The price and amount on this proposal has been arrived at independently and without consultation, communication, or agreement with any other bidder/proposer.
- (2) Neither the price(s) nor the amount of this proposal and approximate price(s) nor approximate amount of this proposal has been disclosed to any other firm or person who is a bidder/proposer and that no disclosure of these items will be made prior to proposal openings.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally higher or non-competitive proposal.
- (4) Neither the said bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, 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 Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has 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 for any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Shelton, owner, or any person interested in the proposed Contract.
- (5) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complimentary or other non-competitive proposal.
- (6) I state that \_\_\_\_\_ understands and  
(name of firm)

acknowledges that all representations of this affidavit are material and important, and will be relied on by the City of Shelton in awarding a contract for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Shelton of the true facts relating to the submission of proposals/bids for this contract.

\_\_\_\_\_  
Signature of Bidder / Proposer

Sworn to and subscribed before this \_\_\_\_\_ date of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Notary Public) My Commission Expires \_\_\_\_\_



City of Shelton Fire Department  
Office of the Fire Chief

---

**Bid Item:** To provide a 5 Station multi- purpose cable gym for use by the Shelton Fire Department for physical fitness center

**Bid Requirement:**

Include the following items:

1. Two Tower 5 Stack Multi Gym
2. Cross bar with multi bar with suspension trainers
3. Adjustable cable column with 150 lb. weight stack
4. Adjustable Cable Cross Over Single Column with 150 lb. weight stack
5. Hi Lat Pull with 225 lb. weight stack
6. Seat Cable row with 225 lb. weights stack
7. Triceps Push Down with 150 lb. weight stack
8. Bid to include Freight
9. Bid to Include Installation

In addition, vendor to supply specifications on item bids including label, origin and warranties.

Vendor's pricing also needs to include delivery, assembly and installation of all equipment.

**BID PROPOSAL FORM TO:** City of Shelton, Purchasing Department, 54 Hill Street, Shelton, Connecticut 06484

I, \_\_\_\_\_ have received the following contract documents: 1) bid document # 2023-36; 2) posted addenda (if any) numbered \_\_\_\_ through \_\_\_\_ posted at www.cityofshelton.org and have included their provisions in my bid. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc., to supply Gym Equipment for Fire Department per the specifications of this bid, or alternate manufacturers as approved by the City.

Amount in Figures: \$ \_\_\_\_\_

Total amount in words: \_\_\_\_\_

Delivery to the City \_\_\_\_\_ after receipt of notice to proceed.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Printed name of authorized representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street

\_\_\_\_\_  
City / State / Zip Code

\_\_\_\_\_  
Email of authorized representative

\_\_\_\_\_  
Telephone of authorized representative

### **Checklist for Bidders**

**Please ensure the following information is provided / forms are included with your bid:**

- Bid Proposal Form – acknowledged and signed.
- Addenda forms, if any – acknowledged and signed.
- Additional copy of all materials (if requested in the specifications).
- Signed and notarized Non-Collusion Affidavit.
- Proof of insurance per the stated requirements.**
- Manufacturer's cut-sheets, brochures, etc. as requested in the specifications.
- Relevant licenses and/or permits



**City of Shelton  
Purchasing Department  
54 Hill Street  
Shelton, Connecticut 06484**

**Suspension and Debarment:**

The City of Shelton (“City”) will not enter into contracts with parties that have been debarred, suspended or excluded from Federal assistance programs per 2 CFR Part 180 and Part 1532 and 40 CFR Part 31.35.

Further, the bidder is required to verify that the bidder, or its principals, as defined at 49 CFR 19.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.40 and 29.945.

The bidder is required to comply with 49CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

The certification in this clause is a material representation of fact relied upon by the City if it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



THIS AGREEMENT, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY of Shelton (hereinafter referred to as the "CITY") and <COMPANY> (hereinafter referred to as the "CONTRACTOR"):

WHEREAS, the CITY desires to retain the services of <CONTRACTOR> to perform any and all services as required and set forth in "City of Shelton <RFP> <RFQ> Bid # <NUMBER> <TITLE>" in accordance with the Contract Documents and Addenda set forth in Schedule A.

NOW, THEREFORE, CITY and the CONTRACTOR for the consideration of One (\$1.00) Dollar and other valuable consideration and under the terms and conditions hereinafter set forth, hereby agree as follows, to wit:

1. The CITY hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to perform any and all services as required and set forth in "City of Shelton <RFP> <RFQ> Bid # <NUMBER> <TITLE>" in accordance with the Contract Documents and Addenda set forth in Schedule A.
2. Additional work shall be performed by the CONTRACTOR only with the specific authorization of the CITY under a written amendment to this Agreement.
3. The CONTRACTOR covenants and agrees that it will perform its services under this Agreement in accordance with the highest standards and best practices of its trade.
4. In performing the services required under this Agreement, the CONTRACTOR shall conform to all applicable provisions of Federal, State and local laws and regulations, including all environmental matters.
5. The CONTRACTOR shall indemnify, defend and save harmless the CITY for any damages, claims, actions and losses arising either directly or indirectly from the work performed by the CONTRACTOR or his subcontractors. The provisions of this paragraph shall survive the expiration or termination of the Agreement and shall in no way be limited by reason of any insurance coverage.
6. The CONTRACTOR shall provide the CITY with evidence of insurance coverage of a type and in the amounts required by the contract documents and naming the CITY as an additional insured if the CITY so requires. All insurance shall be taken out and maintained at no cost or expense to the CITY and the CONTRACTOR shall be responsible for the full amount of any deductible. A Performance Bond and a Payment Bond, each in the amount of \$ <AMOUNT> shall be presented to the CITY prior to commencing the performance of any

work under this agreement. The Performance Bond shall be released upon the CITY's final acceptance of the Project.

7. In providing the services required under this Agreement, the CONTRACTOR shall meet with CITY officials/representatives as often as reasonably necessary and shall be available upon request.
8. The CITY of Shelton may terminate any Contract/Purchase Order at any time for any reason. Said termination shall not give rise to any claim against the CITY for damages or for additional compensation.
9. Nonappropriation: If the CITY fails to appropriate the funds required by the Agreement or fails for two consecutive months to make the payments required hereunder, the Agreement shall be deemed to be terminated and of no further force and effect, and the CONTRACTOR shall retain all sums previously deposited as liquidated damages, provided the CITY shall pay CONTRACTOR any amounts due for services rendered as of the date of termination.
10. The CITY shall compensate the CONTRACTOR \$ <AMOUNT>.
11. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement.
12. The CONTRACTOR shall commence work on this project as directed by the CITY.
13. All work performed by the CONTRACTOR shall be subject to inspection and acceptance by the CITY.
14. The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public work project is being constructed. Any CONTRACTOR who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.
15. Pursuant to Connecticut General Statutes Section 49-41a, the CONTRACTOR, within thirty (30) days after payment by the CITY, shall pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the CONTRACTOR and paid by the CITY. In addition, the CONTRACTOR shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days after such subcontractor receives a payment from the CONTRACTOR which encompasses labor and materials furnished by such subcontractor.
16. Pursuant to Connecticut General Statutes Section 49-41b, the CITY shall withhold five percent (5%) from any periodic payment or final payment until the work required herein has been completed and accepted by the CITY.

17. The CONTRACTOR acknowledges the execution of the Non-Collusion Affidavit which was submitted as part of the bid documents and reaffirms the statements provided for therein.
18. The CONTRACTOR agrees that the CITY of Shelton, the State of Connecticut, agencies of the Federal Government, or any other authorized representatives, shall, until the expiration of three (3) years after the final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such CONTRACTOR, involving transactions related to the CONTRACTOR.

The period of access and examination described above, for records which related to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses in relation to the performance of the contract to which exception has been taken by the CITY, State or Federal government or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

19. Pursuant to Connecticut General Statutes Section 31-52a, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states.

CITY OF SHELTON

COMPANY \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Mark A. Lauretti

Mayor

Contractor Title



## Schedule A – Bid and Contract Documents

1. Bid Requirements Form
2. Non-Collusion Affidavit
3. Suspension and Debarment
4. Return Labels
5. Sample Contract
6. General Specifications
7. Schedule A