TOWN OF GLASTONBURY INVITATION TO BID

<u>Bid #____</u> <u>Item</u>

Date and Time Required

GL-2010-01 Fire & Security Alarm Monitoring Services May 20, 2009 @ 11:00 a.m.

Bid Forms may be obtained at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, CT 06033 (second level) or on the Town's website at <u>www.glastonbury-ct.gov</u>

The Town reserves the right to waive informalities or reject any part of, or the entire bid, when said action is deemed to be in the best interest of the Town. All Sealed Bids must be submitted to the Office of the Purchasing Agent no later than the time and date indicated. All bids will be publicly opened and read.

Mary F. Visone Purchasing Agent

INFORMATION FOR BIDDERS

- 1. Sealed bids (**one original and one copy**) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level). At the designated time of opening, they will be publicly opened, read, recorded and placed on file.
- 2. Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
- 3. The award will be on the basis of bid total cost unless otherwise specified.
- 4. Bids will be carefully evaluated as to conformance with stated specifications.

5. <u>The envelope enclosing your bid should be clearly marked by bid number, time of bid</u> <u>opening and date.</u>

- 6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
- 7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
- 8. Each bidder is held responsible for the examination and/or to have acquainted themselves with any conditions <u>at the job site</u> which would affect their work <u>before submitting a bid</u>. Failure to meet this criteria shall not relieve the Bidder of the responsibility of completing the Bid <u>without extra</u> <u>cost</u> to the Town of Glastonbury.
- 9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the bidder.
- 10. **THIS ITEM WAIVED:** Each bid must be accompanied by a bid bond payable to the Town for ten percent (10%) of the total amount of the bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of Glastonbury will not be liable for the accrual of any interest on any certified check submitted. Cashier's checks will not be accepted.

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- 11. **THIS ITEM WAIVED:** A 100% Performance and Payment bonds are required of the successful bidder. This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bonds will be returned upon the delivery and acceptance of the bid items.
- 12. The bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. <u>An Affirmative Action Statement will be required by the successful bidder</u>.
- 13. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
- 14. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
- 15. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8th, 2003 and effective August 1, 2003. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid / proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at <u>www.glastonbury-ct.gov.</u> Upon entering the website click on Bids & RFPs, which will bring you to the links for the <u>Code of Ethics</u> and the <u>Consultant Acknowledgement Form</u>. If the Bidder does not have access to the internet a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid / proposal.

16. <u>Non Resident Contractors (IF APPLICABLE)</u>

The Town is required to report names of nonresident (out of state) Contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. **Upon award, all nonresident contractors must furnish a five percent (5%) sales tax guarantee bond (state form AU-766), or a cash bond for 5% of the total contract price (state form AU-72) to DRS even though this project is exempt from most sales and use taxes.**

See State Notice to Nonresident Contractors SN 2005(12). If the above bond is not provided the Town is required to withhold 5% from Contractor's payments and forward it to the State DRS.

Contractor must promptly furnish to the Town a copy of the <u>Certificate of Compliance</u> issued by the State DRS.

- 17. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.
- 18. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.
- 19. It is the responsibility of the bidder to check the Town's website before submitting bid for any addendums posted prior to bid opening.

IMPORTANT: Failure to comply with general rules may result in disqualification of the bidder.

Proposal of	(hereinafter called
"Respondent"), organized and existing under the laws of the State of	
doing business as	

To the Town of Glastonbury (hereinafter called "Town").

In compliance with your Invitation to Bid, the Respondent hereby proposes to furnish materials And/or services as per Bid Number GL-2010-01 in strict accordance with the Bid Documents within the time set forth therein, and at the prices stated below.

By submission of this bid, the Respondent certifies, and in the case of a joint bid each party Thereto certifies as to their own organization that this bid has been arrived at independently Without consultation, communication, or agreement as to any matter relating to this bid with any other Respondent or with any competitor.

Vendor acknowledges receipt of following addendum:

Addendum #1 _____

Addendum #3 _____

It is the responsibility of the bidder to check the Town's website for any Addendum before submitting the bid.

BP-1

1.0 <u>GENERAL REQUIREMENTS</u>

- 1.1 The Town of Glastonbury is seeking Bidders for the monthly monitoring of security and fire alarm systems at Municipal Facilities.
- 1.2 The Town's Representative will be Robert Planeta, Building Maintenance Supervisor. He can be reached at 860-652-7704, Fax 860-368-2233, Email <u>Bob.Planeta@glastonbury-ct.gov</u>.
- 1.3 The contract shall be for three year (3 years) terminating 6/30/12, with an option to renew for two additional year (1 year) extensions upon acceptance of performance satisfactory to the Town.
- 1.4 The Bidder shall be qualified in the type of services as described herein, with a minimum of five (5) years experience in the alarm business. A list of five (5) current accounts of similar size shall be provided with the bid to allow the Town to evaluate the Bidder's service record.
- 1.5 Work must conform to all OSHA standards, including but not limited to confined space requirements.
- 1.6 Any damage incurred to the Town's property by the Respondent, as determined by the Town, shall be repaired or replaced, at the Respondent's expense.
- 1.7 The Town shall provide access to all locations where required.
- 1.8 The bidder will provide a listing of emergency call numbers.
- 1.9 The awarded Bidder will be responsible for providing all tools and equipment necessary to perform preventative maintenance and repairs, including but not limited to ladders, test equipment, hand tools, power tools.
- 1.10 The awarded Bidder is responsible for providing all necessary labor to complete work. If two men are required, the awarded Bidder must provide both men. The Town's sole responsibility will be to provide access.
- 1.11 All equipment installed for the Town of Glastonbury shall be the Town's property unless there is prior written agreement between the Town and the awarded Bidder. Additionally, the Town shall have complete access to all devices.
- 1.12 All materials, parts and equipment shall be new unless otherwise authorized by the Town's Representative in writing and shall be compatible with the equipment so as to not void UL or manufacturer's certification or warranties.

2.0 <u>SCOPE OF SERVICE</u>

2.1 The service shall include programming of all fire and security alarms and their monthly monitoring at the various facilities as noted on Attachment A. Additional alarm detail is available by contacting Robert Planeta, Building Maintenance Supervisor at (860) 652-7704.

- 2.2 Monitoring service shall be UL listed and conform to all codes and requirements per NFPA, NSSA, and FM.
- 2.3 It is the responsibility of the bidder to provide any equipment needed to interface with the Town's Fire and Security Alarm systems in order to receive all the data transmitted.
- 2.4 In the event of an alarm the Bidder will be responsible for notifying the Town's designated contact by phone, pager, cell phone or email (Town's option) according to the procedures as outlined in an Emergency Standby sheet.
- 2.5 The Emergency Standby sheet, Attachment B, will be provided on a weekly basis in the morning, usually on a Tuesday. The bidder is responsible for updating the contact information in their system and responding back to the Town by fax to confirm that the information has been received and updated within 2 hours.

3.0 <u>QUOTING</u>

- 3.1 Quoted prices shall remain firm during the contract period.
- 3.2 The Town reserves their right to change quantities and scope of the quote based on budgetary considerations or other factors.
- 3.3 The respondent will indicate if they are willing to extend the contract for an additional year (up to two) under the same terms.

4.0 CANCELLATION OF CONTRACT

4.1 The contract may be canceled for just cause (poor quality work, non-response, lack of payment, etc.) should the Town or Bidder not meet the requirements as stated herein. Cancellation shall be effective 30 days after written notice is received.

5.0 <u>PAYMENT</u>

5.1 Payment shall be made within thirty (30) days after receipt of written invoices directed to the Accounting Department, Town of Glastonbury, 2155 Main Street, Glastonbury, CT 06033.

6.0 <u>INSURANCE</u>

The Bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies. <u>These requirements shall be clearly stated in the remarks section</u> <u>on the Bidders Certificate of Insurance</u>. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

- 1) Worker's Compensation Insurance:
- Statutory Coverage
- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage Each Occurrence \$1,000,000
 Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided
- 3) Automobile Insurance:
- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage: Per Accident \$1,000,000

The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Bidder shall provide the Town copies of any such policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Bidder's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Bidder, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Bidder to perform or furnish either of the services, or anyone for whose acts the Bidder may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

TOWN OF GLASTONBURY FIRE & SECURITY ALARM MONITORING FY 09/10 <u>ATTACHMENT A:</u> FACILITY AND ALARM TYPE

ACADEMY SCHOOL 2143 MAIN STREET	FIRE
AMBULANCE BUILDING 2104 MAIN STREET	FIRE
BULKY WASTE FACILITY TRYON STREET	SECURITY
DOG POUND 1090R NEW LONDON TURNPIKE	FIRE
FIRE COMPANY #1 2825 MAIN STREET	FIRE & SECURITY
FIRE COMPANY #2 905 MAIN STREET	FIRE
FIRE COMPANY #3 1089 CHESTNUT HILL RD.	FIRE
FIRE COMPANY #4 1247 MANCHESTER ROAD	FIRE
GIDEON WELLES HOUSE 17 HEBRON AVE.	FIRE
HIGHWAY GARAGE 2380 NEW LONDON TURNPIKE	FIRE & SECURITY
PARKS & RECREATION 1086R NEW LONDON TURNPIKE	FIRE & SECURITY
RIVERFRONT COMMUNITY CENTER 300 WELLES STREET	FIRE & SECURITY
TOWN HALL 2155 MAIN STREET	SECURITY
TRANSFER STATION 2340 NEW LONDON TURNPIKE	SECURITY
WASTEWATERS OPERATIONS BLDG. 2149 MAIN STREET	FIRE & SECURITY
WELLES-TURNER LIBRARY 2407 MAIN STREET	FIRE & SECURITY
YOUTH/FAMILY ANNEX 295 HUBBARD STREET	FIRE & SECURITY
YOUTH/FAMILY SVCS. 321 HUBBARD STREET	FIRE & SECURITY

ATTACHMENT B: EMERGENCY STANDBY SAMPLE

TOWN OF GLASTONBURY FACILITIES SERVICES DEPARTMENT

Date: April 8, 2009

Memorandum

To:Alarm Monitoring Company Fax xxx-xxxxFrom:Robert Planeta, Facilities Services Supervisor

Re: Emergency Standby

The following is a list of personnel who are available by telephone or pager for emergency calls. This applies to all accounts.

The first person on the list should be contacted first unless otherwise noted in the priority column. Use the telephone as the primary contact method. If no one answers, use the pager. If the first person does not respond within 15 minutes of being paged, contact the second person on the list first by phone and then by pager. Continue through the list allowing 15 minutes between calls until contact is made.

The pagers are **Digital Pagers** - After the message enter your phone number **xxx-xxx followed by the** <u>**Incident Number**</u>.

This list is for the call-out period from 7:00 a.m., April 8 to 6:59 a.m., April 15, 2009.

PRIORITY/TIME	NAME	TELEPHONE	PAGER
1. All Times Except Monday - Friday 7:00AM – 3:30PM Excluding Holidays	Primary on-call person	XXX-XXX-XXXX	XXX-XXX-XXXX
2. All times other than priority 1.	Robert Planeta	XXX-XXX-XXXX	XXX-XXX-XXXX
3. Any time unable to reach 1 or 2.	David Sacchitella	XXX-XXX-XXXX	

Please return fax confirmation of receipt. You will be advised in writing of any changes.

5-6-09



THIS FORM AND THE REQUIRED BID/PROPOSAL MUST BE RETURNED

TOWN OF GLASTONBURY BID / PROPOSAL DATE ADVERTISED

GL # or RPGL # DATE / TIME DUE GL-2010-01 5-20-09

NAME OF PROJECT

FIRE & SECURITY ALARM MONITORING SERVICES

It is the responsibility of the Respondent to clearly mark the outside of the bid envelope with the Bid Number, Date and Time of Bid Opening, and it is also THE RESPONSIBILITY OF THE BIDDER TO CHECK THE TOWN'S WEBSITE BEFORE SUBMITTING BID FOR ADDENDUMS POSTED PRIOR TO BID OPENING.

CODE OF ETHICS:

I / We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I /We are selected. Yes _____ No _____ * *Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the bidder has not agreed to the above statement.

Type or Print Name of Individual	Doing Business as (Trade Name)
Signature of Individual	Street Address
Title	City, State, Zip Code
Date	Telephone Number / Fax Number
E:mail Address	SS # or TIN#

(Seal – If bid is by a Corporation)

Attest

FIRE & SECURITY	ALARM MONITORI	NG FY 09/10		
Programming Fee for Alarms				Each Location
Monthly Fee to Monitor Security Alarm at each Facility				Per Month Per Facility
Monthly Fee to Monitor Fire Alarm at each Facility			Per Month Per Facility	
Monthly Fee to Provi	de Opening & Closing	g Reports		Per Month Per Facility
3.3 Will Contracto	or extend Contract for	the additional year (7	/1/12-6/30/	13)?
			YES	NO
3.4 Will Contract	or extend Contract for	the additional year (7	7/1/13-6/30	/14)?
			YES	NO
1.8 Emergency C	ontacts:			
Name			_	
Emerg	gency Telephone #		_	
Pager	#		-	
Respectfully submitte	ed:			
Signature	Date	Company		
Print Name		Street Addr	ess	
Telephone #	Fax #	State		Zip Code

E-Mail