

TOWN OF GLASTONBURY
INVITATION TO BID

<u>Bid #</u>	<u>Item</u>	<u>Date and Time Required</u>
GL-2010-05	Elevator Service	June 9, 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 www.glastonbury-ct.gov

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 TO 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. **The envelope enclosing your bid should be clearly marked by bid number, time of bid opening and date.**
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 at the job site which would affect their work before submitting a bid. Failure to meet this criteria shall not relieve the Bidder of the responsibility of completing the Bid without extra cost 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.

INFORMATION TO BIDDERS

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. An Affirmative Action Statement will be required by the successful bidder.
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 www.glastonbury-ct.gov. Upon entering the website click on **Bids & RFPs**, which will bring you to the links for the **Code of Ethics** and the **Consultant Acknowledgement Form**. 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. **Non Resident Contractors (IF APPLICABLE)**

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.**

INFORMATION TO BIDDERS

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 **Certificate of Compliance** 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.

1.0 GENERAL REQUIREMENTS

- 1.1 The Town of Glastonbury, Facilities Services Department is seeking quotes to provide quarterly and annual service to Municipal and Board of Education elevators located at the following facilities.

Town Hall, 2155 Main Street
Police Department, 2108 Main Street
Welles Turner Memorial Library - 2407 Main Street (x2)
Glastonbury High School - 330 Hubbard Street (x3)
Gideon Welles School - 1029 Neipsic Road
Naubuc Elementary School - 84 Griswold Street
Smith Middle School - 216 Addison Road
Nayaug Elementary School – 222 Old Maids Lane

Additionally handicapped lifts located at the following schools will require annual maintenance.

Academy School – 2143 Main Street
Buttonball School – 376 Buttonball Lane
Eastbury School -1389 Neipsic Road
Hebron Avenue School – 1363 Hebron Avenue
Naubuc School – 84 Griswold Street

For all but Academy, Manufacturer: The National Wheel-O-Vator Company
Model #: CDE 42

- 1.2 The representative for the Town will be Bob Kalberer, Inventory Specialist, Telephone (860) 652-7705, Fax 368-2233, e-mail Bob.Kalberer@glastonbury-ct.gov. The Board of Education representative will be Brad Devlin, Director of Food Services & Facilities, Telephone 652-7950. Fax 652-7997, e-mail devlinb@glastonburyus.org.
- 1.3 The contract shall be for one year terminating 6/30/10 with an option by the Town, to renew for additional one year (1 year) increments up to two additional years upon acceptance of performance satisfactory to the Town.
- 1.4 The respondent shall be qualified in the type of services as described herein, with a minimum of five (5) years experience. A list of three (3) current accounts of similar size shall be provided with the quote to allow the Town to evaluate the respondent's service record. The Town reserves the right to contact these accounts for references.
- 1.5 Work must conform to all OSHA standards, including but *not* limited to confined space requirements.
- 1.6 Work must conform to all Local, State and Federal codes.

- 1.7 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.
- 1.8 The Town shall provide access to all locations where required.
- 1.9 The respondent will provide a listing of emergency call numbers.
- 1.10 The respondent 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.
- 1.11 The respondent is responsible for providing all necessary labor to complete work. If two men are required, the vendor must provide both men. The Town's sole responsibility will be to provide access.
- 1.12 The respondent shall use only technicians licensed and certified to work on elevators.
- 1.13 All materials, parts and equipment shall be new unless otherwise authorized by Town's Representative in writing and shall be compatible with the equipment so as to not void UL or manufacturer's certification or warranties.
- 1.14 All work necessary to complete this service will be the responsibility of the contractor.
- 1.15 Reports verifying the completion of all inspections and tests shall be submitted to the Facilities Services Department and Board of Education Facilities respectively for review prior to payment of associated invoices.
- 2.0 SCOPE OF SERVICE
- 2.1 The service shall include annual inspections, routine maintenance and repairs to all systems as designated herein.
- 2.2 The facility and general lists of equipment are as stated above. Site inspections are encouraged to accurately determine the scope of work.
- 2.3 The Respondent shall be responsible for coordinating all work relating to the alarm systems to include the telephone company, police/fire dispatcher and any other company involved in the alarm system operation.
- 2.4 All equipment shall be returned to operation at the close of each normal work day.
- 2.5 Should the Respondent be unable to correct the problem by the end of the work day they shall notify the Town's Representative on a preferred course of action until its correction.

3.0 TYPE OF SERVICE PROVIDED

3.1 SCHEDULED SERVICE

A. Quarterly: Provide routine inspection and tests in accordance with ASME/ANSI A17.1-1987, Section 1004. Routine inspection and tests to be conducted quarterly during the months of January, April, July, and October.

B. Annual: Provide annual inspection and tests in accordance with AMSE/ANSI A17.1-1987, Section 1005 amended as follows:

Rule 1005.1 Inspection and Test Periods – Inspections and tests specified in Rule 1005.3 and Rule 1005.4 shall not be required.

Annual inspection and tests are to be conducted during the month of July.

C. Annual: Perform manufacturer’s recommended maintenance on handicapped lifts located at the following locations: Buttonball, Eastbury, Hebron Avenue, Naubuc Schools and Academy building.

3.2 NON-SCHEDULED SERVICE

A. This type of service will be for emergencies that arise due to failures, interruptions, etc.

B. Regular hourly rate shall be for work performed during the normal workday, 7:00 A.M. – 5:00 P.M., Monday through Friday or regularly scheduled hours outside those listed. Time shall begin on arrival at job site and end upon completion of work and leaving job site.

C. Overtime hourly rate shall be for work continuing after the normal workday of 5:00 P.M., Monday through Friday. Time shall begin on arrival at job site and end upon completion of work and leaving job site.

D. Premium hourly rate shall be for emergency calls other than the normal workday with certain extenuating circumstances where critical equipment must remain operational. Time shall begin on arrival at job site and end upon completion of work and leaving job site.

E. For quoting purposes, the quote shall be based upon one (1) person normally responding for non-scheduled service. Should this not be the case, the respondent shall so indicate the total number of technicians that will be responding and include this in the hourly rate

- F. Travel costs from portal to portal, if applicable per call-out, shall be indicated. This shall be a lump sum charge and shall include all costs (i.e. labor, mileage etc.).
- G. Materials used in repairing equipment will be charged to the Town on the basis of actual costs to the respondent plus a reasonable percentage for overhead and profit, this will be indicated on the Bid Proposal. All invoices will be submitted for payment.

4.0 BIDDING

- 4.1 Bid prices shall remain firm during the contract period.
- 4.2 The Town reserves their right to change quantities and scope of the bid based on budgetary considerations or other factors.
- 4.3 The respondent will indicate if they are willing to extend the contract for an additional year under the same terms.
- 4.4 Response Time - Indicate your maximum response time. This item will be strongly considered in order of award of bid, and adhered to during the length of the contract.
- 4.5 A. Scheduled Service
 - 1. Quarterly Service- Price per location per quarterly service.
 - 2. Annual Service- Price per location for annual service
- B. Non-Scheduled Service
 - 1. Regular workday hourly rate
 - 2. Overtime hourly rate
 - 3. Premium hourly rate
- 4.6 Minimum Charge - Indicate if you have a minimum charge for a service call.
- 4.7 Other Applicable Costs – The Respondent shall indicate any other costs applicable to their work and not provided for above. No other charges will be considered during the contract period.
- 4.8 Alternate Proposal - The Respondent may wish to provide an alternate proposal for the work described herein. The Respondent shall provide a complete proposal or contract agreement, as specified herein, which shall cover the same contract period.
- 4.9 The Respondent shall indicate if an alternate proposal has been provided on the Bid Proposal Form.

4.10 In addition to the scheduled maintenance it is estimated that there will be approximately 15 hours of non-scheduled work for the Board of Education and approximately 25 hours for the Town of Glastonbury. This is only an estimate for bidding purposes and will vary based on the work required.

4.11 The respondent shall indicate if they are willing to extend the contract for the same terms for one or two additional years.

5.0 WARRANTY

5.1 The Respondent shall warrant labor for a period of thirty (30) calendar days on all repairs and one (1) year on all new work from date of acceptance.

5.2 All material/equipment shall be warranted for a period of thirty (30) calendar days on all repairs and one (1) year on all new work from date of acceptance.

5.3 Any replacement or repair during this period shall be at no cost to the Town.

6.0 PAYMENT

6.1 Payment shall be made within thirty (30) days after receipt of written invoices directed to Accounting Dept., Town of Glastonbury, 2155 Main Street, Glastonbury, CT 06033 or Sharon Smith, Business Manager, Board of Education, 232 Williams St, Glastonbury, CT. Separate Purchase Orders will be issued as appropriate.

7.0 CANCELLATION OF CONTRACT

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

8.0 INSURANCE

The Respondent 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 Respondent 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 Respondents Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Respondents Certificate of Insurance.** 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 Respondent 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 Respondent shall provide the Town copies of any such policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Respondent shall indemnify and hold harmless the Town and the Board of Education 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 Respondent'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 Respondent, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Respondent to perform or furnish either of the services, or anyone for whose acts the Respondent may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**THIS FORM AND THE REQUIRED
BID/PROPOSAL MUST BE
RETURNED**



**TOWN
GLASTONBURY
BID / PROPOSAL
DATE ADVERTISED**

OF

GL # or RPGL # 2010-05
DATE / TIME DUE _____

NAME OF PROJECT ELEVATOR SERVICE

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 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

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-2010-05 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.

The Respondent acknowledges receipt of the following:

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____

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

3.1.A Provide routine inspection and tests Rule 1004

Town Hall	\$ _____	Qtr.
Police Department	\$ _____	Qtr.
Welles Turner Memorial Library	\$ _____	Qtr. x 2
Glastonbury High School	\$ _____	Qtr. x 3
Gideon Welles School	\$ _____	Qtr.
Naubuc Elementary School	\$ _____	Qtr.
Smith Middle School	\$ _____	Qtr.
Nayaug Elementary School	\$ _____	Qtr.

3.1.B Provide periodic inspection and tests Rule 1005

Town Hall	\$ _____	Ea.
Police Department	\$ _____	Ea.
Welles Turner Memorial Library	\$ _____	Ea. x 2
Glastonbury High School	\$ _____	Ea. x 3
Gideon Welles School	\$ _____	Ea.
Naubuc Elementary School	\$ _____	Ea.
Nayaug Elementary School	\$ _____	Ea.
Smith Middle School	\$ _____	Ea.

3.1.C Perform annual maintenance on handicapped lifts

Buttonball School	\$ _____	Ea.
Eastbury School	\$ _____	Ea.
Hebron Avenue School	\$ _____	Ea.
Naubuc School	\$ _____	Ea.
Academy Building	\$ _____	Ea.

3.2.B Regular Hourly Rate \$ _____ /hr

3.2.C Overtime Hourly Rate \$ _____ /hr

3.2.D Premium Hourly Rate \$ _____ /hr

3.2.F Travel Costs per service call (Labor , Mileage, etc) \$ _____ /call

3.2.G Material Mark Up _____ %

4.4 Contractor is able to respond within _____ hours of notification.

4.11 Contractor is willing to extend the terms of this agreement one year (thru June 30, 2011).
____ Yes ____ No

Contractor is willing to extend the terms of this agreement an additional year (thru June 30, 2012). ____ Yes ____ No

Name of Bidder _____

CONTACTS

Normal Hours

After Hours

Name: _____

Name: _____

Tel. _____ Pager _____

Tel. _____ Pager _____

Respectfully submitted:

Signature

Date

Company Name

Print Name

Title

Tele#

Fax#

Address

STATE LICENSE # _____