

TOWN OF GLASTONBURY
INVITATION TO BID

<u>Bid #</u>	<u>Item</u>	<u>Date and Time Required</u>
GL-2010-21	Painting Services	October 2, 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

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 Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.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.

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.**

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**
20. The Town of Glastonbury is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Bidders are encouraged to submit bid responses that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the bid for review. All bid pages should be secured with a binder clip, staple or elastic band, and shall not be submitted in plastic binders or covers, nor shall the bid contain any plastic inserts or pages. We appreciate your efforts towards a greener environment.

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

1.0 GENERAL REQUIREMENTS

- 1.1 The Board of Education and Municipal Government of the Town of Glastonbury are seeking Bids for painting services.
- 1.2 The contract shall be for one year (1 year) terminating 09/30/10 with an option to renew for two additional years (2 years) at the same terms if mutually agreed upon by both parties.
- 1.3 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 bid to allow the Town to evaluate the respondent's service record.
- 1.4 Painting services shall include all labor, materials, services, and equipment necessary to perform tasks including but not limited to: paint application and surface preparation (interior and exterior), wall papering, patching, caulking, sealing, scraping, power washing, and window work including caulking, glazing, puttying and other tasks normally associated with the trade. The contractor is responsible for providing all tools and materials necessary to support the work including, but not limited to, ladders and scaffolding, protection for property, sprayers, hand tools, clean-up, temporary utilities and transportation.
- 1.5 The respondent shall use only qualified personnel for work on Board of Education and Town property.
- 1.6 The work area shall be maintained in a neat and orderly manner. Protection for persons and property outside the work area may be required.
- 1.7 The work shall be properly supervised.
- 1.8 All work shall be in accordance with manufacturer's specifications.
- 1.9 Once the project has begun, it shall continue uninterrupted to completion.
- 1.10 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.
- 1.11 All materials, parts and equipment shall be new unless otherwise authorized, in writing, by the Town's Representative.
- 1.12 The Town's Representative will be Bob Planeta, Facilities Maintenance Supervisor. He can be reached at 860-652-7704, Fax 860-368-2233, e-mail Bob.Planeta@glastonbury-ct.org. The representative for the Board of Education will be Brad Devlin, Director, Food Service & Facilities. Telephone 860-652-7948, Fax 860-652-7997.
- 1.13 The respondent will provide a listing of emergency call numbers and carry a pager or cell phone.

- 1.14 The respondent is responsible for providing all necessary labor to complete work. If more than one technician is required, the vendor must provide the required number. The Board of Education or Town's sole responsibility will be to provide access to the work locations.
- 1.15 A meeting will be held with the Contractor and Board of Education or Town Representative to evaluate contract compliance. It will be held after the first three months of the contract start.

1.00 SCOPE OF SERVICES

Purpose: It is the intent of this bid to provide a list of Contractors that will be available to perform painting services for the Board of Education and Town of Glastonbury.

- 1.01 Due to the nature of the work involved, the normal hours of operation will be scheduled to allow for the least amount of interruption to the Town. These hours of operation may be during the normal Town hours of 7:00 a.m. to 3:30 p.m., Monday through Friday, or may be from 3:30 p.m. to midnight. Additionally, Saturdays and Sundays may be included. Actual hours will be coordinated on a per job basis.

2.00 BIDDING

- 2.01 Bid prices submitted shall remain firm during the contract period.
- 2.02 All complete bids received will be considered (subject to satisfactory prior performance or references). The contractors will be rated on 1) price and 2) ability to perform within the time limits specified. If the primary contractor cannot meet the requirements of the job, the next ranked contractor will be contacted. This process will continue until a contractor is secured.
- 2.03 Bids shall be submitted in the format as described in the Bid Proposal Form.

3.00 WORKMANSHIP

- 3.01 Workmanship shall conform to all Local, State and Federal guidelines.
- 3.02 Work shall be warranted for one year after the acceptance of the work.
- 3.03 The work area shall be maintained in a neat and orderly manner. Protection for persons and property outside the work area may be required.
- 3.04 The work shall be properly supervised.
- 3.05 All work shall be in accordance with manufacturer's specifications.
- 3.06 Board of Education or Town Facilities Maintenance staff will provide access and inspection during the painting process.
- 3.07 Once the project has begun, it shall continue to completion.

4.00 WORK ORDERING AND INVOICING

- 4.01 For the purpose of this bid, the regular hourly rate shall be for the normal workday as determined by the Town.
- 4.02 The hourly rate shall be for one painter. If the Respondent's standard procedure calls for the dispatching of additional personnel, this cost shall be included as part of the Bid Hourly Rate.
- 4.03 The Board of Education or Town may direct the contractor to use specific brands of material or material suppliers.
- 4.04 As public entities, the Board of Education or Town, are exempt from paying sales tax. Copies of the tax exempt certificates will be provided to the contractor.
- 4.05 The Board of Education and Town will request a quote for each job for which services are desired. The contractor shall provide a quote which itemizes labor hours and cost, material cost plus mark-up, and other related costs and associated mark-up in sufficient detail satisfactory to the Board of Education or Town representative.
- 4.06 The Board of Education and/or Town will issue a Purchase Order to the contractor authorizing the work to be performed. No work is to be performed until a Purchase Order is issued.
- 4.07 In all cases, Material Safety Data Sheets shall be submitted to the Board of Education or Town representative prior to the start of work. In the case of Board of Education work, a Contractor Compliance Form (copy attached) shall also be submitted as indicated on the form.
- 4.08 The contractor is responsible for advising the Board of Education or Town, in writing, of any work which is expected to exceed the amount quoted. Such notification shall be provided prior to the performance of the work and shall advise the Board of Education or Town what the estimated overrun is and provide reasons therefore.
- 4.09 The contractor's invoice shall be itemized to indicate which job is being billed for, labor hours and costs, and material and/or parts costs and mark-ups. The contractor shall include copies of suppliers' invoices for materials and parts purchased. Time records indicating actual hours worked on each project shall be included with invoice. Town reserves the right to require additional substantiating documentation.
- 4.10 The hourly rate will be applied to time on site only, no travel time etc. will be allowed.
- 5.00 LENGTH OF CONTRACT
- 5.01 The length of contract shall be for one (1) year commencing October 1, 2009.
- 5.02 The Respondent and/or Town may extend the contract for up to two additional years at the same terms if mutually agreed upon by both parties.

6.0 INSURANCE

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 and the Board of Education 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. **These requirements shall be clearly stated in the remarks section on the Bidders 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 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 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 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.

ATTENTION CONTRACTOR

- APPROVED FORM FOR YOUR FILES-NOTE ANY COMMENTS BOTTOM OF PAGE 2 – APPROVAL REQUIREMENTS
- APPLICATION DENIED-SEE BOTTOM PAGE 2

GLASTONBURY PUBLIC SCHOOLS

OFFICE OF DISTRICT SAFETY OFFICER

Dr. Kenneth R. Roy
Director of Environmental Health & Safety
330 Hubbard St.
Glastonbury, CT 06033-3099

Telephone: (860) 652-7200 Ext. 2002
Fax: (860) 652-7275
E-mail: royk@glastonburyus.org

CONTRACTOR COMPLIANCE FORM

Notice to Contractors:

In concert with, but not limited to, all OSHA General Industry and Construction standards, EPA, NFPA, AHERA, and building codes, contractors conducting work activities at/on any Glastonbury Public School District property are required to provide the following information:

**NOTICE: THIS FORM MUST BE COMPLETED AND APPROVED
3 DAYS PRIOR TO COMMENCING ANY OPERATIONS**

Once approved, the form will be returned to the originator. Approval is conditional relative to noted specifications by GPS Safety Officer/Director of Environmental Health and Safety.

1. Project Information:

Project Description:

Location:		
Start Date:	Completion Date:	
Contractor Safety Officer	Phone:	Fax:

Permit Prepared By:

Date Prepared:

Project Scope	Yes	No	Comments
Confined Spaces*	<input type="checkbox"/>	<input type="checkbox"/>	
Electrical Work	<input type="checkbox"/>	<input type="checkbox"/>	
Forklift	<input type="checkbox"/>	<input type="checkbox"/>	
Hazardous Materials	<input type="checkbox"/>	<input type="checkbox"/>	
Ladders/Scaffolds	<input type="checkbox"/>	<input type="checkbox"/>	
Respirators	<input type="checkbox"/>	<input type="checkbox"/>	
Rigging/Lifting	<input type="checkbox"/>	<input type="checkbox"/>	
Welding**	<input type="checkbox"/>	<input type="checkbox"/>	
Asbestos Management***	<input type="checkbox"/>	<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	

* Contractors need to secure "Confined Space Program" form and seek approval from GPS Safety Compliance Officer 3 days **prior** to working in permit confined spaces.

** Hot permits are required from GPS Safety Compliance Officer **prior** to "hot" work.

*** Contractors need to secure Asbestos Management plan from Glastonbury Public Schools **prior** to all construction/demolition work.. Provide district safety officer with Material Safety Data Sheets (MSDS) for all materials used on-site.

LIST EITHER CHEMICAL OR TRADE NAME OF EACH ATTACHED MSD SHEET BELOW

3. In cases of hazardous waste production, a written disposal plan must be provided to and approved by the District Safety Director, 5 days prior to initiation of work for those materials disposed of on site.
4. All contractors and/or their personnel are required **to be in compliance with all EPA, NFPA, AHERA and OSHA and other appropriate safety standards** when working on site (under the direction of a contractor's project supervisor).
5. 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 Glastonbury Public Schools' employees, students and visitors.
6. Contractor employees found to be in non-compliance **may be removed from the District worksite** by the District Safety Officer.
7. Contractors found to be in non-compliance will be subject to **forfeiture of payment and/or contract termination**.
8. The district reserves the right to inspect the worksite **at any time** for safety compliance.
9. The district may require review of a contractors OSHA 200/300 log for a period of three (3) previous years.

Please type company name and address below

	<p>RETURN TO: Dr. Kenneth Roy, Safety Compliance Officer E-mail: royk@glastonburyus.org</p>
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By signature, the contractor agrees to adhere to all components and the spirit of this document.

Signature of Contractor	Title	Date

<p>INTERNAL USE ONLY APPROVAL STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>GPS Safety Officer: _____ Date: _____</p> <p>c: <input type="checkbox"/> Maintenance Office File <input type="checkbox"/> Contractor <input type="checkbox"/> Safety Officer Roy <input type="checkbox"/> Building Principal/Supervisor <input type="checkbox"/> (Other) <input type="checkbox"/> (Other)</p>	<p><u>NOTE TO CONTRACTOR: APPROVAL CONTINGENT ON THE FOLLOWING ITEMS:</u></p>
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(revised 9/12/07)

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-2010-21 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.**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>RATE SCHEDULE</u>
4.01	Regular Hourly Rate	\$____/Hour
4.03	Materials will contain	____% Markup

Contact Person: Name _____ Tele # _____
(Please Print)

After Hours Contact: Name _____ Tele # _____
(Please Print)

5.01 Expiration date is September 30, 2010.

5.02 Respondent willing to extend contract pricing one additional year?
(September 30, 2011) YES__ NO__

Respondent willing to extend contract pricing two additional years.
(September 30, 2012) YES__ NO__

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 _____ *

*Respondent is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the Respondent has not agreed to the above statement.

Respectfully submitted:

_____ Signature	_____ Date	_____ Company Name
_____ Print Name		_____ Street Address
_____ Title	_____ Tele. No.	_____ Fax No.

(Seal - If bid is by a Corporation)

Attest



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

**TOWN OF
GLASTONBURY
BID / PROPOSAL
DATE ADVERTISED**

9/21/09

**GL # or RPGL #
DATE / TIME DUE**

**GL-2010-21
October 2, 2009 @
11:00 a.m.**

NAME OF PROJECT

PAINTING 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