

TOWN OF GLASTONBURY

INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE & TIME REQUIRED</u>
GL-2013-26	Compressor Replacement Nayaug Elementary School	March 21, 2013 @ 11:00 a.m.

The Town of Glastonbury is seeking bids for work required to replace a compressor in chiller unit at Nayaug Elementary School, 222 Old Maids Lane, Glastonbury, CT 06033

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

A pre-bid meeting and site walk through will be held at the site March 13, 2013 at 2:00 p.m. Since this will be the only time the site will be available, bidders are encouraged to attend.

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.

The Town of Glastonbury is an Affirmative Action/Equal Opportunity Employer. Minority / Women /Disadvantaged Business Enterprises are encouraged to bid.

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. Bidders shall submit a Bid on a lump sum basis for the Base Bid and include costs for line items as specified. The basis of award will be based upon the Base Bid.
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 these 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 the 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. 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.
11. 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.

12. 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.
13. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8, 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 **General Information**, then **Bids and Quotes** 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.
14. Any bidder, in order to be considered, shall be engaged primarily in the business of installing and servicing replacement compressors with a minimum of five (5) years experience and have a valid contractor's license in the State of Connecticut. Each Bidder shall submit a list of similar projects completed within the last three years. Please provide project name and contact information for project coordinator (name, title, address, phone number). Please also provide contract value.
15. **Non-Resident Contractors:**

The Town is required to report names of non-resident (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 non-resident contractors must furnish a five percent (5%) sales tax guarantee bond (State Form AU-766) or a cash bond for five percent (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 Non-Resident Contractors SN 2005 (12). If the above bond is not provided, the Town is required to withhold five percent (5%) from the contractor's payments and forward it to the State DRS.

The Contractor must promptly furnish to the Town a copy of the Certificate of Compliance issued by the State DRS.
16. 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.
17. 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.
18. Municipal construction projects are exempt from Federal Excise Taxes, as well as, State of Connecticut Sales, Use and Service Taxes and should not be include in the Bidder's proposal.

19. After award of Contract, Owner will require the Contractor's schedule of Values, which shall be submitted at the preconstruction meeting. The Schedule of Values must accurately reflect job costs and include a complete breakdown of material and labor costs.
20. For technical questions regarding this Bid, please contact David Sacchitella, Buildings Superintendent, at (860) 652-7706, email dave.sacchitella@glastonbury-ct.gov. For administrative questions regarding this Bid, please contact Mary F. Visone, Purchasing Agent at (860) 652-7588. **The request must be received at least three (3) business days prior to the advertised response deadline. All questions, answers, and/or addenda, as applicable, will be posted on the Town's website at www.glastonbury-ct.gov (Upon entering the website click on Bids & RFPs). It is the respondent's responsibility to check the website for addenda prior to submission of any proposal.**

Failure to comply with general rules may result in disqualification of the Bidder.

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 insurance 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 Contractor shall be responsible to notify the Town 30 days in advance with written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured on the General Liability and Auto Liability policies and Waiver of Subrogation on the General Liability policy. The Bidder shall provide the Town copies of any such insurance 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) to the extent 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.

TITLE OF SECTION:

- 1.1 **Technical Specifications:** Replacement of failed Hanbell RC-15 compressor in Cooling Technology Evaporative Cooled Chiller Model ECS2-200, Serial number 26079-01 at Nayaug Elementary School, 222 Old Maids Lane, Glastonbury, CT 06033.

2. SCOPE OF WORK:

- 2.1 Description of Work and Existing Conditions:

The work includes the removal of a failed compressor and the installation of a new Hanbell RC-15 unit. There are no substitutions allowed. Also included is all work associated with procurement, rigging, testing, start-up and manufacturer's recommended procedures.

- 2.2 Products and Materials

Compressor and all associated equipment and materials associated with installation including coordination with chiller manufacturer and controls vendors. All ancillary and support equipment integral to operation of the compressor must be verified in field by the contractor prior to start of work. Any inoperable equipment/materials shall be identified in writing to BoE representative.

- 2.3 Submittals:

A brief narrative describing staff, methods and timing shall be submitted to the Town's Representative with the bid. Submittals for all materials shall be made to the Town for review prior to start of work.

3. GENERAL REQUIREMENTS FOR COMPRESSOR REPLACEMENT

- 3.1 Scheduling shall be coordinated with the Glastonbury Board of Education's representative. The work must be complete by dates set forward in preconstruction meeting. Materials brought on site shall be located so as to not interfere with the operation of the facility. The site will be available until bids are due. Contact BoE Representative prior to arrival. The work shall proceed continuously from the start until the project is finished.

- 3.2 Materials removed from the site shall be transported in vehicles licensed for the material. Contractor will be allowed to dispose (fees waived) material from this project at the Town of Glastonbury Transfer Station and Bulky Waste Facilities subject to compliance with all rules and conditions of the facilities. It is the contractor's responsibility to become knowledgeable of the operating procedures of these facilities prior to use. Contact Town of Glastonbury Sanitation Dept. at 860.652.7772 for more information. All noncompliant loads will be rejected.

ADDITIONAL CONSIDERATIONS

4.1 Compliance:

Nothing in this specification shall be construed so as to violate any applicable provision of any local, state, or federal ADA regulation or code.

4.2 Other Materials and Accessories

The Bidder acknowledges and accepts that it is the intent of this section to provide the Town with a complete job. As such, the Bidder acknowledges and accepts that he shall be solely responsible for the inclusion and provision, within this bid, of the various and sundry materials and accessories required to complete the installation, and completion of said compressor replacement in conformance with these specifications at no additional cost to the Owner including meetings necessary to secure approval from Town agencies.

5. MEASUREMENT AND PAYMENT

5.1 Measurement

The material of this Section shall be measured by lump sum.

5.2 Payment

Payment for this Section shall be based on the bid summary sheet and the complete installation as accepted by the Town representative.

7.0 BIDDING/INVOICING

7.1 The Contractor shall provide a bid on the item in this bid. The pricing for the specified tasks shall be all inclusive. An alternate for a comprehensive five year warranty is included on bid page.

7.2 The Contractor shall provide a vendor's invoice as evidence of a claim for compensation for materials used for unscheduled work. A vendor's invoice will be the only acceptable evidence of claim. The Town will pay the mark up percentage of 10% for any materials used for any approved unscheduled work.

7.3 The Contractor shall provide a list of contacts for scheduled and unscheduled work. This list shall provide name, office number, pager, cell phone and/or home number as appropriate to assure that the Town shall have a contact person for any time or date.

7.4 No additional work shall be performed until a purchase order or change order has been issued in writing.

8.0 CONDUCT OF WORK

8.1 Technical Specifications Section 2.1 outlines the Scopes of the Itemized Tasks.

8.2 A Town Purchase Order will authorize the start of the work.

9.0 CONTRACT

- 9.1 These specifications shall be incorporated in a contract between the Town and the successful bidder(s) as a purchase order. All work performed in accordance with said purchase order shall comply in every respect with all applicable laws and safety standards of the Federal Government, State of Connecticut and Town of Glastonbury.
- 9.2 It is the intent of the Town to award this contract to one Contractor. The Town reserves the right, if it deems it to be in its best interest, to add or reduce the scope of the Contract, and to modify the additional services it may desire to procure, at any time, without consultation with the Contractor.

10.0 SUBCONTRACTORS

- 10.1 The Town must approve all subcontractors in advance of their presence in Town Facilities. Company names and employee names shall be submitted at least one week in advance of the intended start. Subcontractors are subject to all conditions of this bid. No subcontractor may work on Town property without the approval of the Town.

11.0 QUALIFICATION OF BIDDERS

- 11.1 Each bidder must show evidence of having satisfactorily carried out a similar project within a period of at least three (3) years. The Bidder shall provide the corporate name, contact individual's name, phone and fax numbers, and a brief description of the work performed and the facility for at least three currently viable references.

12.0 WARRANTY

All work will be warranted for a minimum one year from acceptance date by Town of Glastonbury. An additional five year warranty is solicited as an alternate.

Proposal of _____
(hereinafter called "Bidder"), 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 Bidder hereby proposes to furnish and/or services as per Bid Number GL-2013-26 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 Bidder 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 Bidder or with any competitor.

The Bidder acknowledges receipt of the following Addendum:

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.

TOTAL BID AMOUNT:

Furnish and install Hanbell RC-15 Replacement Compressor as specified in the Plans and Specifications for Bid GL-2013-26 \$ _____

WRITTEN BID AMOUNT: \$ _____

OPTIONAL 5 YEAR WARRANTY:

As described in Section 12.0 \$ _____

Other Items Required with Submission of Bid Proposal

The following bid checklist describes items required for inclusion with the above-referenced bid proposal package. It is provided for the convenience of the bidders and, therefore, should not be assumed to be a complete list.

- N/A Bid Bond (10% of total bid amount).
- List of similar projects completed within last three (3) years.
- Acknowledgement of Addendums in Bid Proposal (as applicable).
- Acknowledgement of Code of Ethics in Bid Proposal.
- Sealed bids, one original and one copy.
- Disclosure of past and pending mediation, arbitration and litigation cases that the Bidder or its principals have been involved in for the most recent five years (if applicable).
- Copy of Bidder's Contractor's License (State of Connecticut).

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.

Respectfully submitted:

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