TOWN OF GLASTONBURY INVITATION TO BID

Bid # <u>Date and Time Required</u>

GL-2014-01 Elevator Service June 4, 2013 @ 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.

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

TOWN OF GLASTONBURY 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.
- 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 **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 and Waiver of Subrogation. 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 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) 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.

2.0 GENERAL REQUIREMENTS

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)
Glastonbury-East Hartford Elem. Magnet School – 95 Oak Street
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

- 2.1 The representative for the Town will be Bob Kalberer, Inventory Specialist, Telephone (860) 652-7705, Fax (860) 368-2233, e-mail Bob.Kalberer@glastonbury-ct.gov. The Board of Education representative will be Lance Mazur, Director of Food Services & Facilities, Telephone (860) 652-7992. Fax (860) 652-7997.
- 2.3 All work necessary to complete this service will be the responsibility of the contractor.
- 2.4 Normal working hours will be Monday through Friday 7:00 am to 5:00 pm. or regularly scheduled hours outside those listed.
- 2.5 Work must conform to all Local, State and Federal codes.
- 2.6 Work must conform to all OSHA standards, including but not limited to confined space requirements.

3.0 <u>DETAILED SPECIFICATIONS</u>

- 3.1 Provide routine inspection and tests in accordance with ASME/ANSI A17.1-1996, Section 1206. Routine inspection and tests to be conducted quarterly during the months of January, April, July, and October.
- 3.2 Annual pressure relief test per ASME/ANSI 17.1-1996, Section 1005.2 to be conducted annually during the month of July.
- 3.3 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.
- 3.4 Perform manufacturer's recommended maintenance on handicapped lifts located at the following locations: Buttonball, Eastbury, Hebron Avenue, Naubuc Schools and Academy building.

Manufacturer: The National Wheel-O-Vator Company Model #: CDE 42

4.0 HOURLY RATES

- 4.1 For the purpose of this bid, regular hourly rate shall be Monday thru Friday, 7:00 a.m. 4:30 p.m.
- 4.2 Overtime hourly rates will apply after 4:30 p.m.
- 4.3 Emergency hourly rate shall be for calls after 4:30 p.m., weekends and holidays.
- 4.4 The hourly rate shall be for one technician. If the Respondent's standard procedure calls for the dispatching of additional personnel when responding, this cost shall be included as part of the Bid Hourly Rate.
- 4.5 On those occasions when parts and materials are also called for, the contractors invoice will include copies of invoices for materials purchased and the percentage of markup over wholesale prices shown if there is a markup.
- 4.6.1 **No travel time will be allowed.** Hourly rate will apply to on site time only, technician assigned to any work will report to the Facilities Services Department, 2143 Main Street, upon arrival and prior to departure.
- 4.6.2 Contractor to indicate response time for call outs.

5.0 AWARD

- 5.1 The successful bidder will be based on lowest total cost for the three year life of the contract using the sum total of the following:
 - o Total cost for Quarterly Routine Inspection and tests per Section 1206
 - o Total Cost for Annual Pressure Relief Tests per Rule 1005.2
 - o Total Costs for Annual maintenance on handicapped lifts
 - o Repairs estimated at 12 calls per year at 2 hours per call for the Town
 - o Repairs estimated at 12 calls per year at 2 hours per call for the BOE

Estimated hours are included in the proposal for the purpose of the bid evaluation only, there is no guarantee of work, the Town reserves the right to increase or decrease quantities as deemed in the Town's best interest.

6.0 WARRANTY

- 6.1 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.
- 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.
- 6.3 Any replacement or repair during this period shall be at no cost to the Town.

7.0 PAYMENT

7.1 Payment shall be made within thirty (30) days after receipt of written invoices directed to Accounting Dept., Town of Glastonbury, 2155 Main Street, PO Box 6523, Glastonbury, CT 06033 or Sharon Smith, Business Manager, Board of Education, 624 Hebron Avenue, Glastonbury, CT. Separate Purchase Orders will be issued as appropriate.

8.0 CANCELLATION OF CONTRACT

8.1 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.

BID PROPOSAL - Page 1 of 2

1.0	Provide Quarterly routine inspection and to	ests per Section 1	1206		
	Town Hall	\$	per Quarter		
	Police Department	\$	per Quarter		
	Welles Turner Memorial Library	\$	per Quarter x 2 Elevators		
	Glastonbury High School	\$	per Quarter x 2 Elevators		
	Gideon Welles School	\$	per Quarter		
	Naubuc Elementary School	\$	per Quarter		
	Smith Middle School	\$	per Quarter		
	Nayaug Elementary School	\$	per Quarter		
	Glastonbury-East Hartford				
	Elementary Magnet School	\$	per Quarter		
1.2	Provide Annual Pressure Relief Test per Rule 1005.2				
	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.		
1.3	Perform Annual maintenance on handicapp	ped lifts			
	Buttonball School	\$	Ea.		
	Eastbury School	\$	Ea.		
	Hebron Avenue School	\$	Ea.		
	Naubuc School	\$	Ea.		
	Academy Building	\$	Ea.		
1.4	Regular Hourly Rate	\$	Hr.		
1.5	Overtime Hourly Rate	\$	Hr.		
1.6	Emergency Hourly Rate	\$	Hr.		
1.7	Material Mark Up		%		
1.8	Contractor is able to respond within	hours of notific	ation.		

BID PROPOSAL - Page 2 of 2

1.9	Contractor is willing to June 30, 2015).	o extend the	terms of this agreement o	ne year (July 1, 2014 thru No
	Contractor is willing t 2015 thru June 30, 201		terms of this agreement aYesNo	an additional year (July 1,
CON'	<u>TACTS</u>			
Normal Hours		After Hours		
Name	»:		Name:	
Tel.		Pager	Tel	Pager
Respe	ectfully submitted:			
Signa	ture	Date	Company Name	
Tele#	:	Fax#	Address	
E mail			STATE LICENSE #	

THIS FORM AND THE REQUIRED BID/PROPOSAL MUST BE RETURNED



TOWN OF GLASTONBURY

DID / DDADACAT		GL#	2014-01	
BID / PROPOSAL DATE ADVERTISED	05-17-13	DATE / TIME DUE	06-04-13 @ 11:00 a.m.	
NAME OF PROJECT	ELEVATOR	SERVICE		
It is the responsibility of the with the Bid Number, Date OF THE BIDDER TO CHIFOR ADDENDUMS POST	and Time of Bio ECK THE TOV	d Opening, and it also THE VN'S WEBSITE BEFORE	RESPONSIBILITY	
CODE OF ETHICS: I / We have reviewed a copy submit a Consultant Acknow				
*Bidder is advised that effections any bid or proposal where t			•	
Type or Print Name of Indiv	vidual	Doing Business as (Trade	e Name)	
Signature of Individual		Street Address		
Title		City, State, Zip Code		
Date		Telephone Number / Fax Number		
E:mail Address		SS # or TIN#		