INVITATION TO BID PUBLIC WORKS UNIFORM SUPPLY & CLEANING SERVICES AVON, CT

One (1) original and one (1) copy of sealed bids for the above named project will be submitted to the Town Manager's Office, 60 West Main Street, Avon, CT 06001-3743 until 10:00 AM on Wednesday, March 26, 2008 at which time they will be publicly opened and read aloud.

The Town of Avon reserves the right to accept any or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interest of the Town.

Copies of the Bid Package shall be obtained in person at the Town Manager's Office, 60 West Main Street, Avon, CT 06001-3743, (860) 409-4300, during the hours of 8:30 AM - 4:30 PM. Monday to Friday or on the Town's website: www.town.avon.ct.us (under "Opportunities") Public Bids and RFP's.

Philip K. Schenck, Jr. Town Manager Town of Avon

BID PACKAGE PUBLIC WORKS UNIFORM SUPPLY & CLEANING SERVICES AVON, CT

March 5, 2008

INVITATION TO BID NO. FY 07/08-16 STANDARD INSTRUCTIONS BID FORM GENERAL SPECIFICATIONS AGREEMENT

> Blythe C. Robinson Assistant to the Town Manager 60 West Main Street Avon, CT 06001-3743

PUBLIC WORKS UNIFORM SUPPLY & CLEANING SERVICES STANDARD INSTRUCTIONS TO BIDDERS

1. <u>INTRODUCTION</u>

The Town of Avon is soliciting bids for the above named project. The Town is purchasing cleaning services for public safety personnel uniforms. Installation will be the responsibility of the Town. If there are any conflicts between the instructions in these Standard Instructions to Bidders and any other bidding document(s), these Standard Instructions to Bidders shall prevail.

2. KEY EVENT DATES

Invitation to Bid Issued March 5, 2008

Pre-Bid Conference None

Public Bid Opening March 26, 2008 – 10:00 AM

Bid Awarded Within 60 Days

Commencement of Work Within ten (10) calendar days of Notice to Proceed

3. OBTAINING BID DOCUMENTS

Specifications and bidding documents may be obtained from the Town Manager's Office, 60 West Main Street, Avon CT, or from the Town's website at: www.town.avon.ct.us (under "Opportunities") Public Bids and RFP's.

4. BID SUBMISSION INSTRUCTIONS

- A. One (1) original and one (1) copy of all bids must be submitted in a sealed envelope clearly marked "Sealed Bid for Town of Avon Public Works Uniform Supply & Cleaning Services". If forwarded by mail or courier, the sealed envelope must be addressed to "Philip K. Schenck, Jr., Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743". Bids must be at the office of the Town Manager by the time the first bid is publicly opened. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first bid is publicly opened will NOT be accepted.
- B. Ditto marks or words such as "SAME" on the Bid considered writing and must not be used.
- C. All information must be submitted in <u>blue ink</u> or typewritten. Errors, alterations or corrections on both the original and all required copies must be initialed by the person signing the bid.
- D. Bids are considered valid for sixty (60) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of sixty (60) days after bid(s) are opened.
- E. An authorized person representing the legal entity of the bidder must sign bids.
- F. The inability to meet any specified requirements(s) must be stated in writing and attached to the bid form, or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation to Bid have been accepted.

PUBLIC WORKS UNIFORM SUPPLY & CLEANING SERVICES STANDARD INSTRUCTIONS TO BIDDERS

G. The Town reserves the right to waive any minor informality in a bid when such a waiver is in their best interest to do so.

5. **QUESTIONS**

Any questions about this project should be directed to Bruce Williams, Public Works Director, at (860) 673-6151.

However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Blythe C. Robinson either by email to brobinson@town.avon.ct.us, fax: 860-409-4368, or by mail: Town Manager's Office, 60 West Main Street., Avon, CT 06001-3743. To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of bids.

The Town will arrange as addenda, which shall be made a part of this Invitation to Bid and the resulting contract, all questions received as above provided and decisions regarding each. At least three (3) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: www.town.avon.ct.us (under "Opportunities") Public Bids and RFP's. It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

6. PRESUMPTION OF BIDDER BEING FULLY INFORMED

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding and contract documents for this project. Failure or omission of the bidder to receive or examine any information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

7. PRE-BID CONFERENCE

Attendance at the pre-bid conference, if any as indicated in section 2 titled <u>Key Event Dates</u>, is mandatory. Failure to attend does not relieve bidders of obligations under this bid.

8. INTERPRETATION OF ACCEPTABLE WORK

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Avon. The Town will issue any substantive changes or interpretations in writing as an addendum.

9. TAX EXEMPTIONS

The Town of Avon is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Bidders shall avail themselves of these exemptions. If required the contractor must supply the Town with a W-9 form for services rendered.

PUBLIC WORKS UNIFORM SUPPLY & CLEANING SERVICES STANDARD INSTRUCTIONS TO BIDDERS

10. SUBSTITUION FOR NAME BRANDS

Should brand name items appear in this bid, the bidder must attach specifications for any substitutions, and explain how the substitution compares with the named brand's specification. The decision as to whether the substitution is acceptable rests solely with the Town of Avon.

11. AWARDING THE BID

The Town of Avon reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Town.

This Invitation to Bid provides for a multi-year agreement. Funding for the agreement beyond the first year (years two and three) is dependent upon an annual budget approval. If funding is not approved for the subsequent years, the Town may terminate the agreement at the end of the last year for which funding has been approved and the Town shall have no obligation or liability to the contracting party for the unfunded year or years.

An award shall be made to the lowest responsive and responsible bidder. That bidder is the person or firm whose bid to perform the work is the lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Town and whose bid documents comply with the procedural requirements stated herein.

The <u>Bid Awarded</u> date in section 2 titled <u>Key Event Dates</u> is the date the bid is anticipated to be awarded. It is not a date certain.

12. REJECTION AND/OR CANCELLATION OF BIDS

The Town reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest to do so.

13. <u>DELIVERY ARRANGEMENTS</u>

No delivery services are required under this contract.

14. BID BOND

A Bid Bond is not required with this bid.

15. PERFORMANCE BOND

A Performance Bond is not required with this bid.

END OF STANDARD INSTRUCTIONS TO BIDDERS

BID FORM TOWN OF AVON PUBLIC WORKS UNIFORM SUPPLY & CLEANING SERVICES

60 West Main Street Avon, CT 06001

March 26, 2008

BID of		(hereinafter called
"BIDDER", a co	rporation organized and existing t	under the laws of the State of, a
partnership, or an	n individual doing business as:	
	* will	provide Public Works uniform supply &
cleaning services	on a per unit basis in accordance wi	th the general specifications for a three-
year period for the	e aggregate sum of	dollars.
* Insert the Corp applicable types.	•	l name as applicable. Cross out non-
The undersigned s	submits this Bid without collusion v	with any other person, firm or individual.
Witness:		
willess.		
Signature:		
Date:		
Name:		
ivanic.	(print or type)	
Title:		
Firm:		
Address:		
Telephone:		

PROVIDE AND CLEAN

<u>July 1, 2008 – June 30, 2009</u>

	# Sets Per	# of	Weekly	Unit Price	Total Cost Per Man Per
Type of Garment	Man	Men	Cleaning	Per Week	Week (Cotton)
a. Shirts					
(long or short sleeve)	11	20	5 uniforms	\$	\$
b. Trousers	11	20	5 uniforms	\$	\$
c. Shirts - Foreman	11	3	5 uniforms	\$	\$
		•			
d. Trousers – Foreman	11	3	5 uniforms	\$	\$
TOTAL YEAR 1					

<u>July 1, 2009 – June 30, 2010</u>

Type of Garment	# Sets Per Man	# of Men	Weekly Cleaning	Unit Price Per Week	Total Cost Per Man Per Week (Cotton)
a. Shirts	Wian	IVICII	Cleaning	1 CI VVCCK	Week (Cotton)
(long or short sleeve)	11	20	5 uniforms	\$	\$
b. Trousers	11	20	5 uniforms	\$	\$
c. Shirts - Foreman	11	3	5 uniforms	\$	\$
d. Trousers – Foreman	11	3	5 uniforms	\$	\$
TOTAL YEAR 2					

<u>July 1, 2010 – June 30, 2011</u>

Type of Garment	# Sets Per Man	# of Men	Weekly Cleaning	Unit Price Per Week	Total Cost Per Man Per Week (Cotton)
a. Shirts					
(long or short sleeve)	11	20	5 uniforms	\$	\$
h Tassasas	1.1	20	5:fo	φ	φ
b. Trousers	11	20	5 uniforms	\$	\$
c. Shirts - Foreman	11	3	5 uniforms	\$	\$
d. Trousers – Foreman	11	3	5 uniforms	\$	\$
TOTAL YEAR 3					

This BID is submitted in full compliance with the conditions outlined in the Contract

Documents. BIDDER has responded to and completely filled in all required spaces in the BID document, and obtained the necessary Notary Public signature where so required.

This BID Respectfully Submitted by:

IF A SOLELY OWNED CO	MPANY:	
Company Name:		
Address:		
Town:		
Ву:		
Title	(Authorized Signa	ature)
Date		
IF A CORPORATION OR L	IMITED LIABIL	ITY COMPANY:
		, composed of officers as follows:
President		Secretary
Vice President		Treasurer
Countersigned		
IF A PARTNERSHIP:		
A partnership doing business		name and style of, composed of partners as
follows:		, composed of partners as
Name & Title (if any))	Name & Title (if any)
Name & Title (if any)		Name & Title (if any)

This BID must bear the written signature of the BIDDER. If the BIDDER is a partnership, a partner must sign the BID. If the BIDDER is a corporation or limited liability company, the BID must be signed by a duly authorized officer of such corporation or limited liability company.

NON-COLLUSION AFFIDAVIT OF BIDDER

Sta	ite of	, County of	,being first duly
sw	orn, disposes and sa	ays that:	
1.	·	officer, representative or agent of:the BIDDER	that has submitted the attached
	BID;		
2.	The attached BID	is genuine; it is not a collusive or s	sham BID;
3.	_	ned respecting the preparation and c tances respecting the attached BID;	contents of, and knowledgeable of all
4.	4. Neither BIDDER nor any of its officers, partners, owners, agents, representative employees, or parties in interest, including this affiant, has in any way colluded, conspire connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham BID in connection with the CONTRACT for which the attached BID heen submitted or to refrain from bidding in connection with any contract, or has in an manner, directly or indirectly, sought by agreement, collusion, communication or conferent with any other bidder, firm or person to fix the price or prices in the attached BID or of an other bidder, or to fix any overhead, profit or cost element of the BID prices or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawf agreement any advantage against the Town of Avon or any other person interested in the proposed CONTRACT.		
5.	collusion, conspir	acy, connivance or unlawful agreem	nd proper and are not tainted by any ment on the part of the BIDDER or any parties in interest, including this affiant;
6.	whose salary or co	ompensation is payable in whole or i	r or employee of the Town of Avon, n part by the Town of Avon is directly materials, equipment, work or labor to
		(Signed)	
		(Name	of Bidder)
Su	bscribed and sworn day of	to before me this 2008	
	Title		
My	Commission expir	res, 200_	

STATEMENT OF BIDDERS COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY LAW AND REGULATIONS INCLUDING EXECUTIVE ORDER NO. 3

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:	
NAME OF BIDDER:	
BUSINESS ADDRESS:	
To the extent required by law, the Bidder has co on this project with all applicable laws an opportunities for minorities and women, and;	
Has has not previously performed we Executive Order No. 3 of the State of Connecti with regards to Non-Discrimination.	
	Signature
	Title
Subscribed and sworn to before me this	
day of, 2008	
Title	
My Commission expires, 200_	

IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID

END OF SECTION

PUBLIC WORKS UNIFORM SUPPLY & CLEANING SERVICES <u>GENERAL SPECIFICATIONS</u>

- 2.1 <u>General</u> Twenty-six employees from the Highway, Buildings and Grounds, Landfill and Machinery and Equipment Divisions of the Public Works Department receive uniforms and have them cleaned regularly as part of their employment. The Town is seeking qualified firms to provide this service.
- 2.2 <u>Specifications</u> A definite schedule of at least once a week shall be established for the pick up of soiled clothing and return of laundered and pressed clothing. This service shall include the following:
 - A. Bidders shall start the contract with new uniforms or clearly state replacement schedule. Replacement garment shall be <u>new not used</u>. Supplier agrees to mend, alter or replace garment as necessitated by normal wear and tear. The Town shall pay the depreciated value of any uniform damaged through misuse. Uniforms must be made of 100% cotton.
 - B. Lettering with the "Town of Avon" and the name of the employee supplied and attached to garments at no additional cost.
 - C. Upon notification from the Town, uniforms are to be supplied for new employees within two weeks.
 - D. Upon notification from the Town, services for an employee leaving the Town will not be billed for service after employee has left.
 - E. Town should only be billed for employees in service. Employees on vacations or out of work due to illness or injury will be considered not in service.
 - F. At the start of the contract, the supplier shall speedily, and individually fit and furnish uniforms for all persons covered by this bid.
 - G. Duration of Agreement This Agreement shall be three years in duration beginning July 1, 2008 and ending June 30, 2011. The Town reserves the right to extend this contract for one additional year, if it is in the best interest of the Town, price to be negotiated at that time.
 - H. The number of employees for which uniforms are listed is based upon the current staffing of the department. However, the Town reserves the right to increase or decrease the number of employees and uniforms depending on its business needs.

PUBLIC WORKS UNIFORM SUPPLY & CLEANING AGREEMENT

This Uniform Supply & Cleaning Agreement (the "Agreement") is enter	ered into the
day of, 2008 ("Effective Date") by and between the Town	of Avon, a
political subdivision of the State of Connecticut (the "Town") and	, a
located at	,
, (the " <u>Contractor</u> ").	

WHEREAS, the Town has issued a Invitation for Bid (the "IFB") for purchase of public works uniform supply & cleaning services (the "Work"); and

WHEREAS, Contractor submitted its Bid to the Town on March 26, 2008, for the Work in accordance with the requirements and specifications of the IFB; and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

- 1. <u>General.</u> The Contractor agrees to perform the Work in accordance with this Agreement, the Scope of Work, the IFB and all other documents encompassing the Contract Documents, as listed and defined in the General Specifications Section of this Agreement. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
- 2. <u>Duties.</u> Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Contract Documents.
- 3. <u>Compliance with Laws.</u> Contractor shall comply with all federal, state and local laws and regulations governing the Work, whether or not such laws and regulations are fully and properly reflected in the IFB.
- 4. <u>Term.</u> The term of this Agreement shall commence on the Effective Date of this Agreement. The Contractor shall not start the Work prior to having received a notification to proceed from the Town. Contractor shall achieve completion of all Work to be performed under the Contract Documents no later than June 30, 2011 ("Completion Date"), subject to any time adjustments as provided for in the Contract Documents.

Funding for the subsequent years of the agreement is dependent upon annual budget approval. If funding is not approved for the second and third year, the Town may terminate the agreement at the end of the last year for which funding has been approved and the Town shall have no obligation or liability to the contracting party for the unfunded year or years.

- 5. <u>Payment</u>. The Town will pay the Contractor for work completed based upon the unit prices specified on the Bid Form on a monthly basis upon satisfactory inspection and approval by appropriate Town Personnel.
- 6. <u>Liability.</u> The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortious actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents.
- 7. <u>Indemnification.</u> The Contractor agrees that it will indemnify, defend and hold harmless the Town and all of the Town's officials, agents and employees from any and all claims, suits and judgments against the Town for personal injury or damage to real or tangible personal property due to Contractor's breach of the Contract Documents or caused directly or indirectly by the negligent or tortious conduct of the Contractor or its agents, employees or subcontractors during the performance of the Work. Contractor shall pay all costs and fees related to this obligation and its enforcement by the Town.
- 8. <u>No Assignment.</u> The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Town.
- 9. <u>Contract Documents.</u> The Contract Documents include, without limitation, the following:
 - (i) The Agreement;
 - (ii) The IFB, including the General Specifications and;
 - (iii) Any addenda issued prior to the execution of this Agreement or modifications issued after the execution of this Agreement;

(iv)	[list any additional Contract Documents]	
, ,	•	

10. <u>Change Orders, Price Modifications, and Other Amendments.</u> The Town shall have the right to require the Bidder to make alterations of, additions to and deductions from the Work. All such changes to the Work shall be made by a written change order written by the Town. The Bidder shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.

- 11. <u>Connecticut Law and Courts.</u> This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of the Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.
- 12. <u>Execution</u>. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

THE TOWN OF AVON
Ву
[name of contractor]
By