

**INVITATION TO BID
PURCHASE OF PUBLIC SAFETY UNIFORM 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, April 14, 2010 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.

Brandon L. Robertson
Town Manager
Town of Avon

**BID PACKAGE
PURCHASE OF PUBLIC SAFETY UNIFORM CLEANING SERVICES
AVON, CT**

March 24, 2010

BID NO. 09/10-19
STANDARD INSTRUCTIONS
BID FORM
GENERAL SPECIFICATIONS
AGREEMENT

Brandon L. Robertson
Town Manager
60 West Main Street
Avon, CT 06001-3743

PURCHASE OF PUBLIC SAFETY UNIFORM CLEANING SERVICES
STANDARD INSTRUCTIONS TO BIDDERS

1. **INTRODUCTION**

The Town of Avon is soliciting bids for the above named project. The Town is purchasing cleaning services for public safety personnel uniforms. 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 24, 2010
Pre-Bid Conference	None
Public Bid Opening	April 14, 2010 – 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 – Purchase of Public Safety Uniform Cleaning Services". If forwarded by mail or courier, the sealed envelope must be addressed to "Brandon L. Robertson, 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 blue ink 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.

PURCHASE OF PUBLIC SAFETY UNIFORM 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 Captain Robert Whitty, at (860) 409-4216.

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 Brandon Robertson either by email to brobertson@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 Key Event Dates, 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.

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10. SUBSTITUTION 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 Bid Awarded date in section 2 titled Key Event Dates 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. DELIVERY ARRANGEMENTS

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
PURCHASE OF PUBLIC SAFETY UNIFORM CLEANING SERVICES
60 West Main Street
Avon, CT 06001**

April 14, 2010

BID of _____ (hereinafter called "BIDDER", a corporation organized and existing under the laws of the State of _____, a partnership, or an individual doing business as: _____) * will provide public safety uniform cleaning services on a per unit basis in accordance with the general specifications for a three-year period for the aggregate sum of _____ dollars.

* Insert the Corporation, Partnership, or Individual name as applicable. Cross out non- applicable types.

The undersigned submits this Bid without collusion with any other person, firm or individual.

Witness: _____

Signature: _____

Date: _____

Name: _____

(print or type)

Title: _____

Firm: _____

Address: _____

Telephone: _____

E-mail: _____

PRICING SHEET

DRY CLEANING ITEMS		YEAR ONE		YEAR TWO		YEAR THREE	
Items	Estimated Number of Units/Year	Price Per Piece	Total Cost	Price Per Piece	Total Cost	Price Per Piece	Total Cost
Uniform Shirts	1600						
Uniform Pants	1500						
Uniform Outer Jackets	75						
Sports Jackets	60						
2-Piece Suits	60						
Ladies Blouse	60						
Skirts	60						
Dresses	60						
Dress Pants	60						
Casual Pants	60						
Sports Shirts	50						
Wool Blankets (6' X 4')	60						
LAUNDERED CLOTHING ITEMS							
Men's Dress Shirt	150						
Ladies Dress Shirt/Blouse	50						
Dress Pants	150						
Casual Pants	100						
Skirts	50						
Dresses	50						
Sport Shirt (polo)	60						
Uniform Sweater (wool)	35						
Uniform Turtleneck (blend)	300						
Jumpsuit (blend)	25						
Tie (silk, blend)	25						
OTHER							
Minor Sewing Repairs							
Scotchguard Spray to Outer Wear							
On Request Same Day Service							
Sewing on Assorted Patches							
		TOTAL		TOTAL		TOTAL	

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 COMPANY:

Company Name: _____
Address: _____
Town: _____
By: _____
(Authorized Signature)
Title _____ Date _____

IF A CORPORATION OR LIMITED LIABILITY COMPANY::

A company organized under the laws of _____, composed of officers as follows:

_____ President	_____ Secretary
_____ Vice President	_____ Treasurer

Countersigned

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of _____, composed of partners as follows:

_____ 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

State of _____, County of _____, being first duly sworn,

disposes and says that:

1. He is the owner, 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 sham BID;
3. He is fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID;
4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached BID or of any 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 unlawful agreement any advantage against the Town of Avon or any other person interested in the proposed CONTRACT.
5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and
6. That no elected or appointed official or other officer or employee of the Town of Avon, whose salary or compensation is payable in whole or in part by the Town of Avon is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____
(Name of Bidder)

Subscribed and sworn to before me this _____ day of _____, 2010

Title

My Commission expires _____, 20__

**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 complied on past Contracts and will fully comply on this project with all applicable laws and regulations regarding equal employment opportunities for minorities and women, and;

Has ___ has not ___ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

Signature

Title

Subscribed and sworn to before me this

_____ day of _____, 2010

Title

My Commission expires _____, 20__

IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID

END OF SECTION

PURCHASE OF PUBLIC SAFETY UNIFORM CLEANING SERVICES
GENERAL SPECIFICATIONS

1. General - Thirty-five (35) employees from the Police Department receive uniforms and have them cleaned regularly as part of their employment. The Town is seeking qualified firms to provide this service.

2. Specifications – Employees will deliver and pick up from the vendor all items that need to be cleaned. This service shall include the following:
 - A. The numbers of items to be cleaned that is included on the bid form is an estimate only based on past experience. Bidders must understand that this is not a guarantee of future services to be supplied. It is being used as a basis for providing a bid price. Actual numbers of items to be cleaned may vary.

 - B. In order to be considered for this contract bidders must have a retail location within the Town of Avon and maintain it throughout the duration of the contract. Failure to do so would result in cancellation of the contract.

 - C. Supplier agrees to make minor repairs to items as required. Minor repairs include mending cuffs, hems, zippers, replacing buttons, and repairing rips and tears.

 - D. When requested by an employee, the vendor will apply “Scotchguard” spray to uniform outer jackets.

 - E. All garments must be dry cleaned or laundered as appropriate and available for pickup twenty-four (24) hours after delivery by the employee. Upon request they must be ready for same day service.

 - F. All cleaned items must also be pressed and put on hangers.

 - G. Duration of Agreement – This Agreement shall be three years in duration beginning July 1, 2010 and ending June 30, 2013. 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.

**PUBLIC SAFETY
UNIFORM CLEANING AGREEMENT**

This Uniform Cleaning Agreement (the "Agreement") is entered into the ____ day of _____, 2010 ("Effective Date") by and between the Town of Avon, a political subdivision of the State of Connecticut (the "Town") and _____, a _____ located at _____, _____, _____ (the "Contractor").

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

WHEREAS, Contractor submitted its Bid to the Town on April __, 2010, 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. General. 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. Duties. 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. Compliance with Laws. 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. Term. The term of this Agreement shall commence on July 1, 2010 and shall end on June 30, 2013.

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. Payment. The Town will pay the Contractor for work completed based upon the unit prices specified on the Bid Form.

6. Liability. 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. Indemnification. 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. No Assignment. 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. Contract Documents. 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) The Vendor's Bid Submission.
10. Contractor Personnel Must Be Authorized to Work. The Contractor confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Agreement are authorized for employment in the United States. The Contractor further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The Contractor agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the Contractor are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Contractor. The Contractor agrees to indemnify, defend and hold the Town harmless against any claims brought against the Contractor or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.
11. Change Orders, Price Modifications, and Other Amendments. 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.

12. Connecticut Law and Courts. 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.

13. Execution. 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

By _____

[name of contractor]

By _____