

# **TOWN OF PRESTON**

**DEPARTMENT OF PUBLIC WORKS  
389 ROUTE 2, PRESTON CT 06365**

## **INVITATION TO BID**

### **ON-CALL EQUIPMENT AND LABOR RATES**

### **VARIOUS ELECTRICAL SERVICES**

### **CONTRACTOR'S STATEMENT OF INTEREST**

Contractors are invited to submit a Statement of Interest for On Call Electrical Services where work is accomplished on a time and material basis. Work may include a variety of projects in and around our Town buildings and facilities. The work that may be required under this invitation includes both routine work that would be done during normal work hours (Monday – Friday 7:00am to 4:00pm) and emergency or high priority work that would need to be done on nights, weekends, or holidays.

Any contractor retained to perform work must be prepared to file required insurance certificates and comply with applicable Town regulations.

Statements of Interest shall be returned to Nancy Musa, Executive Administrative Assistant, Town of Preston, 389 Route 2, Preston, CT 06365 no later than 11:00 A.M Thursday, June 24, 2021

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**STANDARD INSTRUCTIONS TO BIDDERS INVITATION TO BID ON-CALL EQUIPMENT  
AND LABOR RATES VARIOUS ELECTRICAL SERVICES PRESTON 06365**

**1. Project Overview:**

The Town of Preston is seeking qualified Electrical Contractors that have both a skilled workforce and appropriate equipment to complete various work assignments on a time and material bases. The work that may be required under this invitation includes both routine work that would be done during normal work hours (Monday – Friday 7:00am to 4:00pm) and emergency or high priority work that would need to be done on nights, weekends, or holidays. Hourly rates are to be designated for normal work hours and a separate rate for nights, weekends or holidays. All engagements outside of normal work hours will be paid as minimum 4-hours, with each hour thereafter being charged at the normal hourly rate for after hour work.

The Town is soliciting rates that will be used on an as-needed basis and there is no guarantee for minimum work under this engagement and it is the Towns intention to keep these rates on file for a period of 1 year, starting July 1 and ending June 30. We understand that selected equipment may not be available at all times and that equipment may be bought or sold during the duration of the engagement.

**2. Key Event Dates:**

Pre-Bid Conference	N/A
Bids Due	June 24, 2021
Commencement of Work	As needed

**3. Bid Submission Instructions:**

- A. One (1) original and one (1) copy of all bids must be submitted in a sealed envelope with the bidder's name on the outside of the envelope and clearly marked "Sealed Bid for Town of Preston – On-Call Equipment and Material Rates for Various Electrical Work". If forwarded by mail or courier, the sealed envelope must be addressed to: Nancy Musa, Executive Administrative Assistant, 389 Route 2, Preston, CT 06365. Bids must be at the office of the First Selectman prior to 11.00 A.M., June 24, 2021. Postmarks are NOT an acceptable waiver of this policy. Once the first bid is opened, all bids are deemed final and no corrections or alterations may be made.

- B. Ditto marks or words such as “SAME” must not be used for the bid to be considered.
- C. All information must be submitted in ink or typewritten. Errors, alterations or corrections must be shown on both the original and all required copies and each must be initialed by the person signing the bid.
- D. ~~Bids are considered valid for ninety (90) days after bids are opened. Bidders may not withdraw, cancel or modify their bid during this ninety (90) day period after bids are opened.~~
- E. An authorized person representing the legal entity of the bidder must sign bids.
- F. The inability to meet any specified requirement(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.
- G. The Town of Preston reserves the right to waive any minor informality in a bid when such a waiver is in the best interest of the Town.
- H. Prices to be inclusive, with a maximum 10% mark up on parts
- I. During the performance of this contract, the contractor agrees, if subcontracts are to be let, to take the following affirmative steps:
  - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **4. Questions:**

Any questions about this project should be directed to: Mr. James Corley, Public Works Manager by fax (860) 885-1905, or by mail to Department of Public Works, 389 Rout 2, Preston, CT 06365. To receive consideration, such questions must be received at least five (5) business days before the established date for receipt of bids. 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.

The Town will respond to all appropriate questions received via an addendum available to all prospective bidders. Such addenda will become part of this Invitation to Bid and the resulting contract. 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: <https://www.preston-ct.org/140/Bid-Opportunities>. 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.

#### **5. 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 documents as well as all contract documents for this project. Failure or omission of the bidder to receive or examine any documentation or information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

#### **6. Pre-Bid Conference:**

There is no pre-bid conference scheduled for this invitation.

#### **7. Interpretation of Acceptable Work:**

NA

#### **8. Tax Exemptions:**

The bidder shall be aware that the Town of Preston is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Appropriate tax-exempt forms will be provided to the successful bidder(s) as part of the contract award process.

#### **9. Insurance Requirements:**

The Contractor must carry the following types of insurance under which the Town is named as an additional insured on a primary and non-contributory basis, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

- A. Workman's Compensation, as required by Connecticut State Statute.  
Employer's Liability: at least \$100,000 per employee/ \$100,000 per incident, and \$1,000,000 per policy.

Public Liability, Bodily Injury Liability and Property Damage Liability as follows:

Injury or death of one person:	\$2,000,000
Injury to more than one person in a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$1,000,000

- B. Automobile (including owned, hired, non-owned) and Truck (Vehicular) Public Liability, Bodily Injury Liability, and Property Damage Liability as follows:

Injury or death of one person:	\$1,000,000
Injury to more than one person in a single a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$1,000,000

- C. Builders Risk including Fire and Extended coverage:  
In an amount equal to the value of construction completed plus materials delivered to the site.

- D. Excess/ Umbrella Liability (with all liability coverages as underlyers)
- \$5,000,000 with all liability coverages as underlyers

- E. Commercial General Liability
- \$1,000,000

Insurance under B, C, D, and E above must provide for a 30-day notice to the Town of cancellation/or restrictive amendment.

Insurance under B, C, D, and E above must be for the whole duration of the contract and for at least twenty-four (24) months after acceptance of the project by the Town.

A waiver of subrogation is required in favor of the Town of Preston on all insurance policies, including workers' compensation.

Subcontractors must carry A, B, C, D, and E in at least the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Public Works Manager prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Public Works Manager shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Public Works Manager.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

NOTE: Coverage under "B" shall include XCU coverage as necessary, Collapse and Underground shall be provided for ALL Contracts. Explosion will be provided if specified, or prior to any blasting being performed under the Contract.

Indemnification: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Town of Preston from and against all claims, bodily injury and property damage, judgments and expenses, including attorney fees that arise from and are alleged to arise from the performance of this Agreement. This provision shall survive termination of this Agreement.

**10. Substitution for Name Brands:**

N/A

**11. Awarding the Bid:**

The Town will keep all Statements of Interest on file for a 1-year period and will select the firm best suited for our various projects based on availability, price and past performance on similar assignments.

**13. 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 the best interest of the Town.

**14. Delivery Arrangements:**

N/A

**15. Bid Bond:**

N/A

**16. Performance Bond:**

N/A

**17. W-9 Form**

The successful bidder must provide the Town of S with a completed W-9 Form prior to commencing work.

**18. Submittals:**

N/A

**19. Agreement Documents:**

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- Bid Form including Equipment Lists & Rates
- Any Addenda, if issued

**END OF STANDARD INSTRUCTION TO BIDDERS**

**BID FORM**  
**CONTRACTOR STATEMENT OF INTEREST ON-CALL EQUIPMENT AND LABOR**  
**RATES FOR VARIOUS ELECTRICAL SERVICES**

Pursuant to and in compliance with the "Invitation to Bid" and Standard Instructions to Bidders relating thereto, the undersigned, having carefully examined all Bidding Documents together with all Addenda issued and received prior to the scheduled closing time for receipt of Bids, hereby Offers and agrees as follows:

To provide all equipment and labor for work as assigned.

Description of Service	Hourly Rate	Daily Rate	Emergency/High Priority Off Hours Hourly Rates
Hourly Rate for Journeymen	\$	\$	\$
Hourly Rate for Apprentice	\$	\$	\$
Rate for Two Man Crew with Bucket Truck	\$	\$	\$

Include list of other equipment that may be available with appropriate hourly rates. Attach additional sheets as necessary (See sample included with this Invitation to Bid)

In submitting this BID, the BIDDER acknowledges that:

1. The Contractor is responsible for all permits as required by the Building Department all permit fees will either be waived or reimbursed by the Town.
2. All hourly rates include all overhead, fees and insurances, profit, and all other costs to cover the finished work called for regarding the specified equipment. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the hourly prices, as bid.
3. No representation of warranty has been made by the OWNER that any respondent to this Invitation will receive any minimum quantity of work.
4. The rates and services provided will be extended to all Town departments, boards, and commissions.

**Submitted By:** \_\_\_\_\_  
*Company* *Phone*

\_\_\_\_\_

*Street* *City* *Zip*

**Authorized Signature:** \_\_\_\_\_  
*Signature* *Printed Name*

**BID FORM  
CONTRACTOR STATEMENT OF INTEREST  
ON-CALL EQUIPMENT AND LABOR RATES**

**HOURLY/DAILY RATES FOR VARIOUS ELECTRICAL SERVICES  
(SAMPLE)**

<b>Equipment</b>	<b>Hourly Rates</b>	<b>Daily Rate</b>	<b>Emergency Rate</b>	<b>Wknds/Holiday Rate</b>
Portable Lights				
Portable Generator				

**BID FORM  
CONTRACTOR STATEMENT OF INTEREST  
ON-CALL EQUIPMENT AND LABOR RATES  
FOR  
VARIOUS ELECTRICAL SERVICES**

**Please attach a list of available equipment  
&  
Corresponding hourly rates**

**IF A SOLELY OWNED COMPANY:**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Town \_\_\_\_\_

By \_\_\_\_\_

(Authorized Signature)

Title \_\_\_\_\_ Date \_\_\_\_\_

**IF A CORPORATION OR LIMITED LIABILITY COMPANY:**

A corporation or limited liability company organized under the laws of

\_\_\_\_\_, composed of officers as follows:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Treasurer

**IF A PARTNERSHIP:**

A partnership doing business under the firm name and style of

\_\_\_\_\_, composed of partners as follows:

\_\_\_\_\_  
Name & Title (if any)

This Bill must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. 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 AGREEMENT 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 Preston or any other person interested in the proposed AGREEMENT.
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 Preston, who 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 \_\_\_\_\_, 2021

\_\_\_\_\_  
Title

My Commission expires \_\_\_\_\_, 20\_\_

**STATEMENT OF BIDDERS COMPLIANCE WITH  
EQUAL EMPLOYMENT OPPORTUNITY LAW AND REGULATION 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 regulation 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 \_\_\_\_\_, 2021

\_\_\_\_\_  
Title

My Commission expires \_\_\_\_\_, 20\_\_

**IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID**

**END OF SECTION**