

LEGAL NOTICE

REQUEST FOR PROPOSALS

Town of Hebron

RFP 2023-04

The Town of Hebron is accepting proposals for General Plumbing and Related Repairs. All proposals must be submitted in accordance with Town specifications and on forms supplied by the Town. Forms and specifications are available by contacting the Office of the Town Manager, 15 Gilead Street, Hebron, Connecticut, or at <https://hebronct.com/bids/>. Proposals will be received until and read publicly at 10:00 a.m. on Friday, March 3, 2023. The Town of Hebron reserves the right to reject any or all submissions.

Andrew J. Tierney
Town Manager

TOWN OF HEBRON
REQUEST FOR PROPOSALS
GENERAL PLUMBING AND RELATED REPAIRS
SPECIFICATIONS
RFP 2023-04

1. GENERAL

Through these General Requirements the Town of Hebron will contract for general plumbing and related repairs at any Town building. This work currently averages over fifty hours per year.

2. PROPOSAL PROCEDURES

All proposals shall be submitted on forms provided by the Town of Hebron and addressed to the Town Manager's Office, 15 Gilead Street, Hebron, CT 06248. Proposals will be opened on Friday, March 3, 2023, at 10:00 a.m. in the Town Office Building Meeting Room. Sealed envelopes should be clearly labeled "RFP 2023-04 – General Plumbing and Related Repairs".

The Town reserves the right to waive informalities or reject any or all bids when such action is deemed in the best interests of the Town. The Town reserves the right to delete such items as it deems necessary from these proposals.

The Contractor will be required to provide a copy of their license(s) with the bid form.

The Contractor will be required to sign a Non-Collusive Affidavit Form in acknowledgement of the Town of Hebron Code of Ethics to be submitted with the bid form. (Appendix I)

Bidders are advised that the Town of Hebron has a Local Bidder Preference Ordinance. (Appendix II)

3. TERM

The contract period for the services provided herein will begin on April 1, 2023, and extend until June 30, 2026. The contract may be extended for an additional two (2) years upon the mutual consent of both parties.

4. TERMINATION

All work performed as a result of this bid shall be completed to the satisfaction of the Town Manager. The Town reserves the right to terminate this agreement upon ten (10) calendar days written notice of failure by the Contractor to provide service to the satisfaction of the Town Manager.

5. NONDISCRIMINATION

The bidder is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Orders 11246, 11375, 11478, the Americans with Disabilities Act, and if applicable, the Connecticut Fair Employment Practice Law and Section 122 of the State and Local Fiscal Assistance Act of 1972 and any other pertinent Federal law or Connecticut State Statute.

6. INSURANCE

The successful bidder shall furnish a certificate of insurance to the Town Manager for the following insurance coverage within ten (10) days from contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the Town of Hebron will receive thirty (30) days notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

1. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations:

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

Combined Single Limit for personal injury or property damage or both combined.

Such policy shall name the Town as additional insured.

2. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

\$1,000,000 Each Accident

Combined Single Limit for bodily injury or property damage or both combined.

3. Workers Compensation Insurance in accordance with Connecticut State Statutes.
Employers Liability Limit - \$1,000,000.

7. HOLD HARMLESS

The Contractor agrees to indemnify, defend and hold harmless the Town of Hebron and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Hebron resulting from or arising out of:

1. Any breach by the Contractor of the terms of the specifications, or
2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the Town of Hebron or the Contractor or subcontractors or material men, or
3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or
4. Any damage to property, real or personal, (including property of the Town of Hebron or its respective officers, agents and servants)

caused in whole or in part by the acts or omissions of the Contractor any subcontractor or any material men or anyone directly or indirectly employed by them while engaged in the performance of any work for the Town of Hebron.

8. INQUIRIES

Questions regarding this bid may be addressed to William Bell, Building Maintenance, Town of Hebron, 15 Gilead Street, Hebron, CT 06248, telephone (860) 228-5971.

9. EXPERIENCE

Bidders shall have considerable experience in plumbing maintenance and repair with other municipalities, government owned facilities, or businesses employing more than fifty (50) people. Bidders shall have been in business and doing business as their current company, for a period of not less than three years. A list, with contact names and telephone numbers, for plumbing maintenance and repair work shall be provided to the Town upon request.

10. LOCATION

Because some requests for repairs may be considered an emergency the Contractor's place of business shall be located within twenty-five (25) miles of the Hebron Town Office Building.

11. RESPONSE TIME

The Contractor shall respond and appear at the Town building for which service is needed within seventy-two (72) hours (three business days) following a request for non-emergency service. The Contractor must be available and shall respond within two (2) hours following a request for emergency service.

12. OVERTIME

No overtime shall be billed to the Town unless the repair call is specifically identified by the Town as a request for emergency service or unless authorized in writing by the Town.

13. NUMBER OF WORKERS

No more than one service person per call shall perform repairs unless approval has been obtained from the Town in advance. Should more than one service person be assigned to perform repairs the Town is not obligated to pay for any portion of any labor charge for such additional personnel billed to the Town. Work or job orders signed by Town employees at the completion of a particular job do not constitute either prior approval or acceptance of labor charges for more than one person.

14. DISCOUNT

If a discount is to be applied to materials or parts, please identify the catalog(s) on the Bid Form to which the discount will apply.

15. TRAVEL TIME

All travel time and mileage charges should be included in the hourly rate bid. No additional payments for travel time or mileage will be made by the Town.

16. BILLING

Invoices shall be mailed to the Town of Hebron, Finance Department, 15 Gilead Street, Hebron, CT 06248. Each building shall be invoiced separately and each invoice shall clearly identify to which building the invoice pertains. Each invoice shall also clearly identify the date(s) and the number of hours per date worked by each service employee. A complete list of parts and materials with the cost of each shall be provided on invoices which bill the Town for materials. All invoices shall be submitted to the Town within eight (8) weeks following the completion of the work invoiced. The Town reserves the right to refuse to pay invoices submitted more than eight weeks after completion of the work invoiced.

17. CODES

All work shall be performed in accordance with all applicable federal, state and local safety and building code standards. The Contractor shall obtain all necessary permits. Any Town of Hebron permits will be issued to the Contractor at no charge. The State Education fee must be paid.

18. RESTRICTION

Any restrictions, such as a minimum charge for emergency overtime service calls, shall be noted on the Bid Form. Failure to note any such restriction may constitute suitable grounds for rejection of the bid.

19. SAFETY

The Contractor shall take all reasonable precautions to ensure the safety of workers, Town employees and the general public at all times. This shall include, but is not limited to, adherence to OSHA standards for lock out/tag out procedures and adherence to the Town's confined space requirements.

TOWN OF HEBRON
GENERAL PLUMBING AND RELATED REPAIRS

PROPOSAL FORM

RFP 2023-04

Friday, March 3, 2023 10:00 a.m.

Town Manager
15 Gilead Street
Hebron, CT 06248

In accordance with the specifications, the undersigned submits the following proposal for general plumbing and related repairs to any Town building:

Base Bid

April 1, 2023 – June 30, 2026

Regular Hourly Rate: \$ _____

Regular Hours Are: _____

Emergency Overtime Hourly Rate: \$ _____

Discount on parts and material _____ Catalog: _____

The undersigned is submitting this bid without collusion with any other individual or corporation.

SUBMITTED FOR:

SUBMITTED BY:

Firm _____

Signature _____

Address _____

Name _____

Title _____

Date: _____

Telephone _____

APPENDIX I
TOWN OF HEBRON
Department of Finance
NON-COLLUSIVE AFFIDAVIT OF PROPOSER

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the proposer developed the bid independently and submitted it without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent bidding or competition;
- (2) the proposer, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal, and
- (3) acknowledges that the Town of Hebron's Code of Ethics Policy has been received and understood.

The undersigned proposer further certifies that this statement is executed for the purpose of inducing the Town of Hebron to consider the proposal and make an award in accordance therewith.

Legal Name of Proposer/Firm

Business Address

Signature and Title

Date

Printed Name of Title Person

Subscribed and Sworn to me this ____ day of _____, 20__.

Notary Public

My Commission Expires

Hebron Code of Ethics

Effective November 5, 2019

I. Persons Governed by this Code

This code shall apply to all Town officials, officers and employees, whether elected and/or appointed, including members of boards, commissions, and committees, full time or part time, paid or unpaid and shall hereinafter be referred to collectively as “persons governed by this code.”

II. Purpose

Public office is a public trust. The trust of the public is essential for government to function effectively. Policy developed by government officials and employees affects every citizen of the town, and it must be based upon honest and fair deliberations and decisions. This process must be free from threats, favoritism, undue influence and all forms of impropriety so that the confidence of the public is not eroded. By enacting this Code, the Town seeks to avoid any loss of trust and to maintain and increase the confidence of our citizens in the integrity, fairness and transparency of their government.

Persons governed by this code shall strive to conduct themselves in a professional, courteous, honest manner and otherwise according to the highest moral and personal standards of integrity, such that their behavior reflects favorably upon themselves and the Town of Hebron, including but not limited to conduct or communication in any public forum or media.

III. Definitions

As used in this Chapter, the following listed words and phrases shall have these specific meanings:

- A. ***Conflict of Interest:*** A conflict between one’s obligation to the public good and one’s self-interest.
- B. ***Financial Interest:*** Any monetary benefit accruing to persons governed by this code that is not equally available to the general public.

- C. **Gift:** Anything having value whether in the form of service, loan, tangible property, promise or any other form. However a gift shall not include political contributions made in accordance with campaign financing regulations; nor tokens of appreciation, recognition or other incidental gratuities not exceeding \$100 per year.
- D. **Immediate Family:** Includes spouse/domestic partner, siblings, child(ren), parents, of persons governed by this code or the spouse/domestic partner and any individual residing in the same household.
- E. **Independent Contractor:** Any general contractor, subcontractor, consultant, person, firm, corporation, vendor or organization currently providing or formerly providing, goods or services to the Town of Hebron in exchange for compensation.
- F. **Personal Interest:** Any non-monetary benefit, special consideration, treatment or advantage accruing to persons governed by this code which is not equally available to the general public.

IV. **Conflicts of Interest**

No person governed by this code shall use his position or office for the financial or personal interest of himself, a business with which he is associated, an individual with which he is associated or a member of his immediate family.

No person governed by this code shall engage in or participate in any business or transaction, including outside employment with a private business, or have an interest, direct or indirect, that is incompatible with the proper discharge of his official responsibilities in the public interest or that would tend to impair his independent judgment or action in the performance of his official responsibilities.

No person governed by this code or a business with which he is associated or member of his immediate family shall enter into a contract with the Town unless it is awarded through a process of public notice and/or competitive bidding.

No person governed by this code or independent contractor shall knowingly counsel, authorize or otherwise sanction action that violates any provision of this code.

V. Disclosure and Recusal

A person governed by this code shall refrain from participating on behalf of the Town of Hebron in any matter pending before any agency of the town if he, a business with which he is associated, an individual with whom he is associated or a member of his immediate family has a financial or personal interest in that matter and such interest is not shared by a substantial segment of the town's population.

If such participation is within the scope of said person's official responsibility, he shall be required to provide written disclosure, that sets forth the nature and extent of such interest to the Town Clerk, and this disclosure shall be included in the official record of all proceedings on this matter.

Notwithstanding the prohibition outlined above, a person governed by this code may vote or otherwise participate in a matter that involves a determination of general policy if said person's interest in the matter is shared with a substantial segment of the population of the Town.

No person governed by this code shall appear on behalf of private interests before any agency of the Town, nor shall he represent private interests in any action, proceeding or litigation against the town.

Nothing contained in this code shall prohibit or restrict a person governed by this code from appearing before any agency of the Town on his own behalf, or from being a party in any action, proceeding or litigation brought by or against such person to which the Town is also a party.

For a period of one (1) year after termination of service to the Town, no former employee or Town official who participated in the negotiation or award of a town contract valued in excess of \$25,000 shall accept employment with, appear on behalf of, or represent any private interest concerning matters related to this same contract.

VI. Gifts

No person governed by this code or member of such individual's immediate family or business with which he is associated shall solicit or accept any gift that could reasonably be expected to influence or create an appearance of influencing the actions or judgment of such person.

If a prohibited gift is offered to a person governed by this code, he shall refuse it, return it, pay the donor the market value of the gift or donate it to a nonprofit organization provided he does not take the corresponding tax write-off. Alternatively, such prohibited gift may be considered a gift to the Town provided it remains in the Town's possession.

VII. Use of Town Assets

No person governed by this code or independent contractor shall request or permit the use of town funds or services, Town owned or leased vehicles, equipment, facilities, materials or property for personal convenience or profit, except when such assets and services are available to the public generally or are provided as Town policy for the use of persons governed by this code in the conduct of official business.

VIII. Use of Confidential Information

No person governed by this code, former employee or independent contractor shall disclose confidential information concerning Town affairs, nor shall such persons governed by this code use this information for the personal or financial interests of themselves or others.

APPENDIX II

ORDINANCE PROVIDING FOR LOCAL PREFERENCE

CHAPTER 11, ARTICLE 1

§11-1 TOWN BASED BUSINESS

The term “town-based business” shall mean a business with a principal business located within the Town of Hebron. A business shall not be considered a town based business, unless evidence submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Hebron. Such evidence may include evidence of ownership of or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

§11-2 LOWEST RESPONSIBLE BIDDERS

On any project the lowest responsible bidder shall be determined in the following order:

Provided that such town based resident bidder shall have met all other requirements set forth in this article, any town based resident bidder which has submitted a bid not more than five (5) percent higher than the lowest most responsible bid may be awarded the bid provided such town based bidder agrees to accept the award of the bid at the amount of the lowest most responsible bid.

If more than one town based resident bidder has submitted a bid not more than five (5) percent higher than the lowest responsible bid, the lowest responsible bidder shall be that one of the town based resident bidders which had submitted the lowest bid.

§11-3 IMPLEMENTATION OF LOCAL BIDDER PREFERENCE

Any local vendor meeting the requirements of a local vendor as defined in the above ordinance responding to the solicitation shall be required to submit a signed Local Bidder Affidavit form with their bid submittal. Failure to submit an affidavit form, approved by the Town of Hebron, may result in your disqualification as a local vendor and ineligibility for contract award.

§11-4 RESTRICTION OF USE OF LOCAL BIDDER PREFERENCE

This section shall not apply in those instances where the bid requested involves a cooperation purchasing arrangement between the town and other municipalities or the State of Connecticut.

APPENDIX III

AFFIDAVIT PURSUANT
TO THE ORDINANCE PROVIDING FOR LOCAL PREFERENCE

(It is not necessary to submit this form unless you are a Hebron Town-based Business)

The undersigned, being duly sworn, disposes and says as follows:

1. That he/she is over the age of eighteen (18) years of age;
2. That he/she believes in and understands the obligations of an oath;
3. That he/she is submitting a bid as a “town based business”, pursuant to those conditions delineated in the Town of Hebron’s Ordinance Providing for Local Preference.

Name of Local Bidder
(Please Print)

Date

Signature of Local Bidder

TOWN OF HEBRON
Purchasing Office

15 Gilead Street, Hebron, CT 06248

"NO BID" RESPONSE

Name of RFP: 2023-04 Town of Hebron – General Plumbing and Related Repairs

Date of Bid Opening: Friday, March 3, 2023, 10:00 a.m.

For tracking, audit, and record-keeping purposes, we would very much appreciate knowing the reason why you have chosen not to submit a proposal for the above-referenced Public Bid, RFP or RFQ.

Would you please take a moment to provide a brief explanation below for not submitting a proposal to us for this purchase?

Please also indicate if you would like to continue to receive bids and quotes from us in the future for above-referenced related purchases. If we do not receive this form back, we will assume you are no longer interested in receiving bids and quotes from us.

Please continue to send me bids, quotes, and RFPs. Yes _____ No _____

Company name _____

Mailing address _____

Your name _____ Date _____

This may be mailed, faxed, or e-mailed back to us at:

Town of Hebron
Attn: Town Manager's Office
Hebron, CT 06248
Fax: 860 228-4859
E-mail: dlanza@hebronct.com

Thank you for your response.