

City Of Torrington



PUBLIC WORKS DEPARTMENT
Jamie Sykora., Facilities Manager
Email: Jamie_Sykora@torringtonct.org

140 Main Street • City Hall
Torrington, CT 06790-5245
(860) 489-2242 • Fax: (860) 489-2550

MEMORANDUM

TO: Honorable Mayor Carbone and City Council

FROM: Jamie Sykora, Facilities Manager

CC: Ray Drew, Public Works Director
Carol Anderson, City Clerk
Pennie Zucco, Purchasing Agent

DATE: 6/13/2022

RE: BID – General Plumbing Services and Repairs PST-026-053122

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I respectfully request the City Council accept the recommendation of the Facilities Manager and Purchasing Agent to authorize the Mayor to act on the behalf of the City to enter a bid contract with **West State Mechanical Inc.** for on-call general plumbing services and repairs for the City of Torrington. This contract will be in effect July 1st, 2022, to June 30th, 2023. The rates submitted are Regular Hourly Rate, \$99.00/HR and Apprentice Hourly Rate, \$65.00/HR.

Thank you for your consideration.

Jamie Sykora
Facilities Manager



City of Torrington

Bid Name General Plumbing

Bid Number PST-026-053102

Date of Opening May 31, 2008

Time of Opening 11:30am

VENDOR

BID BOND

NON-COLLUSION

BID AMOUNT

ADDENDUM

West State Mechanical Inc
600 South Main Street
P.O. Box 100
Torrington, CT 06790

✓

✓

\$99 / Reg hr
\$65 / Apprentice hr



**CITY OF TORRINGTON
INVITATION TO BID**

BID #PST-026-053122 GENERAL PLUMBING AND RELATED REPAIRS

Bid opening: May 31, 2022 **Time:** 11:30 A.M. **Location:** City Hall, 140 Main St. Room 206, Torrington, CT

Bid Bond or Certified Check required with bid: \$500.00

SUBMIT ONE (1) ORIGINAL AND TWO (2) EXACT COPIES.

The City of Torrington reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Omit State and Federal Taxes.

All prices must be F.O.B.: Destination (Torrington) unless otherwise requested.

Dated in Torrington: April 29, 2022

Purchasing Agent _____
Pennie Zucco

Item	Price
PLUMBING, REPAIRS, INSTALLATION SERVICES, MAINTENANCE SERVICES, ETC. AS NEEDED IN VARIOUS CITY DEPARTMENTS FROM JULY 1, 2022 TO JUNE 30, 2023	WAGE SHEET: SEE PAGE 14

The City Purchasing Agent is authorized to offer city-based bidders that exceed the lowest bid by up to six percent the opportunity to match the lowest bid. A city-based bidder within the six percent differential who agrees to accept the amount of the lowest bid will be awarded the bid unless more than one city-based bidder submits a bid not more than six percent higher than the low bid. When multiple city-based bidders agree to accept the award of the bid at the amount of the low bid then the city-based bidders will be invited to submit a new bid, not to exceed the low bid. The bid shall be awarded to the lowest responsive, responsible bidder.

Bidder: West State Mechanical, Inc.

Address: 3000 South Main Street, P.O. Box 1045, Torrington, CT 06790

(Signed By)  Title: President

Name (please print) Francis S. Delaney Date: 5/10/2022

Phone: 860-482-5919 Fax: 860-489-4686 E-Mail: wsm_fran@yahoo.com

Federal Tax Identification Number: (FEIN) 06-107-0676

Comments: _____

INSTRUCTION TO BIDDERS

Sealed bids will be received by the Purchasing Agent, Room 206, 140 Main St., Torrington, CT until the time and date specified on the cover sheet and opened thereafter in the Purchasing Department, Room 206. Bids received later than the date and time specified will not be accepted. In the event of the closure of City Hall, proposals will be opened on the following business day that City Hall is opened. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 30 days unless otherwise noted elsewhere in the bid specifications.

BID DOCUMENTS: are available upon receipt of this invitation (if not attached) over the Internet at the City's web site: www.torringtonct.org UNDER "Open Bids". Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe at <http://www.adobe.com>. Businesses without internet access may contact the Purchasing Department at 860-489-2224 for a copy of the bid documents.

NONAPPROPRIATION: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Torrington for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

FEDERAL PROCUREMENT: Any procurement made pursuant to a federal award or subject to reimbursement, in whole or in part, with federal funds must comply with the City of Torrington's purchasing procedures, state law, and the applicable Federal Procurement Requirements, including 2 CFR § 200.322 ("Procurement of recovered materials"), 2 CFR § 200.323 ("Contract cost and price"), 2 CFR § 200.324 ("Federal awarding agency or pass-through entity review"), 2 CFR § 200.325 ("Bonding requirements"), and 2 CFR § 200.326 ("Contract provisions"). In the event of any conflict between Town, State, or federal requirements, the most stringent requirement must be used. (See 2 CFR § 200.318.) City employees must comply with funding agency requests for review of technical specifications or procurement documents as provided in 2 CFR § 200.324.

BID BONDS: shall be in the amount of 5% of the total bid made out in favor of the City of Torrington and issued by a Surety company acceptable to the City of Torrington must accompany each bid. A certified check, cashier's check, Treasurer's check, or money order in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond will not be accepted. The City of Torrington will not be held liable for the accrual of interest on any check held by the city in conjunction with this bid. All checks or bid bonds will be refunded to the unsuccessful bidders after award of the bid by the City Council. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time as the city determines that the bidder has or will meet their obligations as stated by the bid. If the bidder fails or refuses within a reasonable time after due notice that the contract has been awarded to him, to execute the same, an amount representing a loss to the city by reason of such failure shall be retained and paid into the city treasury.

REPLIES: whether bid or no bid, submittal must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Torrington or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

FREIGHT: Prices quoted shall be net delivery **F.O.B. Torrington, CT**. All bid prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/ or materials to the individual locations(s) as designated by the Purchasing Agent. All bid prices are to be submitted on the sheets provided on this bid. Quantities and pricing are to be listed in accordance with these sheets.

QUESTIONS: Request for interpretation of any portion of the bid may be made to the Purchasing Agent: Voice 860/489-2225, Fax 860/489-2547 and email: pennie_zucco@torringtonct.org. All bidders questions pertaining to the contract specifications and plans under this contract shall be placed in writing and addressed to: City Purchasing Agent, 140 Main Street, Room 206, Torrington, CT 06790; Any Fax or email shall be followed up with a telephone call to verify receipt. Bidders should check the web site for addendums/updates 48 hours prior to the bid opening.

In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

EXPARTE COMMUNICATION: Please note that to insure the proper and fair evaluation of a bid, the City of Torrington prohibits exparte communication (i.e., unsolicited) initiated by the Bidder to a City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be directed in writing to the Purchasing Agent only. The Purchasing Agent will obtain the information or clarification needed. Exparte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid and repeat offenders may be disqualified from future bids.

NON-COLLUSION STATEMENTS: In order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement.

NOTE: Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS: All bids/proposals shall be submitted in the form and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Torrington shall not be responsible for any errors or omissions of the respondent.

UNBALANCED BIDS AND/OR EXCESSIVE LINE ITEM PRICES: The City reserves the right to reject any bids in which unit prices, in the sole opinion of the City, are unbalanced. In addition, where the City has decided to make an award, it further reserves the right to non-utilize a particular line item that in the sole opinion of the City is excessively priced, and reserves the right to obtain that item from another source.

CONTRACT: A response to an Invitation To Bid is an offer to contract with the City of Torrington based upon the terms, conditions, and specifications contained in the City's ITB. Bids do not become contracts unless and until executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the ITB, unless any of the terms and conditions are modified by an ITB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

TAXES: Omit all State and Federal taxes from the bid. The City of Torrington is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

OWNERSHIP OF DOCUMENTS: All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this bid shall become the property of the City of Torrington upon completion of the project or any termination of the project prior to the completion of the project.

LEGALITY: All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

LANGUAGE DISPUTES: Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Torrington, provided any such interpretation shall be reasonable. In the event that an individual term, condition, and/or language wording is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to this contract, then the term, condition, and/or language wording may be disregarded, even though an addendum is not issued. However, if the Purchasing Agent determines that the term, condition, and/or language wording "is applicable in part", then the term, condition, and/or language wording will apply to the degree applicable, even though an addendum is not issued.

INDEMNIFICATION: The Contractor shall save the City of Torrington, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. To the fullest extent permitted by law, the bidder shall indemnify and hold harmless the Municipality, its officers, agents, servants and employees from and against all liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or lack of performance of the work, provided that any such liability, claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting hereto from and (b) is caused in whole or in part by any negligent act or omission of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable.

In any and all claims against the Municipality, its officers, agents, servants and employees by any employee of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation under these sections to be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Bidder or any Subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

The successful bidder, vendor, and/or contractor must protect all property of the City of Torrington (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

DEFAULT: It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/or purchase orders and/or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

SUSPENSION AND DEBARMENT: The Purchasing Agent may suspend or debar the right of a vendor to be included on the vendor list and has the authority to reject any bid or response from any suspended or debarred vendors.

Suspension: A vendor may be suspended based on the following:

- 1) A vendor defaults or fails to fully comply with the conditions, specifications, or terms of a Bid, Quotation, Proposal or Contract with the City of Torrington.
- 2) A vendor commits any fraud or misrepresentation in connection with a Bid, Quotation, Proposal, or Contract with the City of Torrington.
- 3) A vendor is charged by a court with the commission of a criminal offense as incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in the performance of such contract or sub-contract
- 4) A vendor is charged by a court with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor. If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the City of Torrington.
- 5) A vendor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.
- 6) A vendor's commission of any act or omission to perform act is grounds for debarment.
- 7) A vendor violates the ethical standards set forth in local, state, or federal law.
- 8) Any other cause the Purchasing Agent determines to be so serious and compelling as to materially and adversely affect responsibility of a vendor as a City contractor, including but not limited to suspension by another government entity

Debarment: A vendor may be permanently debarred for the following:

- 1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal, or contract with the City of Torrington twice in any three-year period.
- 2) Conviction of or judgment obtained in a court for commission of those offenses in connection with the vendor's commercial enterprise stated sections 3) or 4) of suspension section listed above. If the conviction is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final Court disposition from the vendor to the City of Torrington.

TRADE NAME REFERENCES: Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Torrington of any discrepancy that is found (i.e. number listed does not fit item description) Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitute and/or alternate that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the city's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

QUANTITY: The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Torrington or its designated representative based on actual need at the time the purchase orders are placed.

QUALITY: The City of Torrington reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

SAMPLES: forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Torrington or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Torrington or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. Items remaining after 30 days will be discarded.

AWARD: It is the intent to award this bid in its entirety to one bidder, however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the city of Torrington will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

OPTION TO RENEW: This contract may be extended for four (4) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended. This option, if exercised, is to be executed in the form of a letter of agreement, to be issued no later than 60 days prior to the expiration of the then current contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend, will cause this contract to expire on the original or mutually agreed upon date. The total period of this contract, including all extensions as a result of exercising this option, will not exceed a maximum combined period of five (5) years.

BONDS:

Performance Bond: The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Torrington and executed by a surety company authorized to do business in the State of Connecticut. The City of Torrington reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check or Bank Check.

Maintenance Bond: The contractor, upon signing a contract and before beginning the work must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials becomes evident within one year after completion and acceptance of work will be fixed at no cost to the City of Torrington. The maintenance bond may be included as a portion of the Performance bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Torrington and issued by a surety company licensed and authorized to do business in the State of Connecticut.

Labor and Material Bonds: Per Section 49-41 of the Conn. General Statutes, on Public Works project where the estimate is in excess of \$25,000.00, a labor (payment) and material bond must be furnished to the City. Said bonds must be filed with the Purchasing Agent prior to the commencement of work.

Consent for Release of Final Payment: AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

INSURANCE:

Certificate of Insurance: All insurers shall purchase insurance from an insurance company or companies rated A-V11 or better by A.M. Best Companies lawfully authorized to do business in the State of Connecticut. The insurance provisions set forth below are minimum requirements. In the event the Contractor/City Contract (Project Requirements) specifies additional coverage's and/or amounts of coverage then those set forth below and pertaining to the Contractor's work, then the Contractor shall provide the coverage's and/or amounts in accordance with the Project Requirements. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the "Additional Insured" and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage. Such insurance will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Subcontract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor, and any Sub-subcontractors engaged by the Contractor, shall obtain the following insurance:

Workers' Compensation Insurance: For all work performed pursuant to this contract, Contractor shall maintain Workers' Compensation Insurance, including coverage for all executive officers, sole proprietors and partners, and other similar employee benefits in the amount required by all applicable statutes, law, regulations or acts. Such Workers' Compensation Insurance must list on Item 3A of the policy Information Page "Part One of the policy applies to the Workers' Compensation Law of the State of Connecticut" and provide a Waiver of Subrogation endorsement (NCCI form WC 00 03 13 or its equivalent) that prohibits the insurance company from enforcing subrogation and recovery rights against the City, its subsidiaries, employees, volunteers, directors and officers. If work is to be performed over or adjacent to navigable waterways, the Workers' Compensation Insurance shall contain the United States Longshore and Harbor Workers' Act Endorsement (NCCI Form WC 00 01 06 or its equivalent). In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

Liability Insurance: The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

Vehicle Insurance: The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the City of Torrington as relates to the contract.

Additional Security: The City of Torrington reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Torrington, its property and goods.

CITIZENSHIP: Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC 4082)(c)(2).

Hazardous Materials: Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated thereunder and will further comply with any special requirements and any policies and procedures of the City of Torrington relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.

Material Safety Data Sheets: Shall be provided by the Seller upon delivery to the City of Torrington of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

Asbestos: Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

SUB-CONTRACTORS: The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Torrington or its designated agent.

EEO: The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Torrington. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

TERMINATION OF CONTRACT: Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) day notice to the bidder.

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.

The terms and conditions of these "Instructions To Bidders" are made a part this bid.

West State Mechanical, Inc.

P-1: 203157
S-1: 302852
F-1: 010303
MC: 01063



COMMERCIAL • INDUSTRIAL • RESIDENTIAL
• PLUMBING - HEATING - AIR CONDITIONING
• PROCESS - SPECIALIZED PIPING

Bid # PST-026-053122

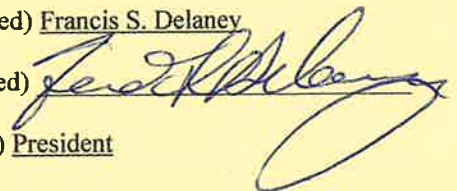
NON-COLLUSION AFFIDAVIT

STATE OF Connecticut COUNTY OF Litchfield

I, Francis S. Delaney, being first duly sworn, deposes and says that:

1. I am Francis S. Delaney of West State Mechanical, Inc. the bidder That has submitted the attached request for proposal for General Plumbing and Related Repairs
2. I am fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of 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 sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Torrington or any person interested in the proposed Bid; and
5. The price or prices 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.

(Printed) Francis S. Delaney

(Signed) 

(Title) President

Subscribed and sworn to before this 10th day of May, 2022.

Wendy G RASPILLER
Notary Public Printed

My commission expires 09.25.2022

Wendy G Raspiller
Notary Public Signature



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(860) 482-5919 • FAX (860) 489-4686
EQUAL OPPORTUNITY EMPLOYER

CITY OF TORRINGTON
GENERAL PLUMBING AND RELATED REPAIRS SPECIFICATIONS
BID #PST-026-053122

1. GENERAL

The City is accepting sealed bids from licensed and qualified full-service Plumbing Contractors to provide "On-Call" plumbing and related repairs/services on an "as needed" basis at various city facilities throughout the City. The City intends to utilize the contractor when projects cannot be completed by the City or when the complexity of the project requires additional expertise. All work performed for the City in this capacity shall be under the direction of Department Supervisors per facility or its designee.

2. BID PROCEDURES

All bids shall be submitted on forms provided by the City of Torrington and addressed to the Purchasing Agent, City of Torrington, 140 Main Street, Torrington, CT 06790. All bids must include the contractor's name and address and be signed by an authorized officer or employee of the contractor submitting the bid. **Bids will be opened on May 31, 2022 at 11:30 A.M.** Sealed bid envelopes shall be clearly labeled "**PST-026-053122, GENERAL PLUMBING AND RELATED REPAIRS**". Bids received after the above scheduled date and time shall not be considered or opened. **No faxed or email bids will be accepted.**

The successful bidder will perform plumbing services for the various City of Torrington facilities. The City reserves the right to receive three competitive quotes if the project will exceed \$1,500.00.

When a project estimated cost is greater than \$10,000.00 the project will be bid separately from this contract.

The City reserves the right to waive informalities or reject any or all bids when such action is deemed in the best interests of the City. All exceptions of the bidder to the terms and specifications of this bid shall be made in writing and submitted in full with the Bid Form. For all other terms and specifications, submission of a bid constitutes acceptance by the bidder. The City, at its sole discretion, reserves the right to reject bids which contain exceptions that it considers unacceptable.

3. INQUIRIES

The Deadline for submitted questions is **May 18, 2022 by 4:00 pm**. Questions may be directed to Pennie Zucco, Purchasing Agent, pennie_zucco@torringtonct.org. All information given by the city except by written addenda shall be informal and shall not be binding upon the city nor shall it furnish a basis for legal action by any Proposers against the City. Vendor responsible to check City website for addendum/updates 48 hours prior to bid opening.

Additionally, after bids are received, the City reserves the right to communicate with any or all of the proposers to clarify the provisions of this request. The City further reserves the right to request additional information at any time after proposals are opened.

4. REQUIREMENTS

The contractor shall furnish labor, miscellaneous parts, equipment, tools, transportation, methods of communication for plumbing services. Vendor shall be required to get proper permits and inspections for any new installations, modifications and/or repairs if required.

Technicians shall contact the authorized City representative upon arrival at the job site, sign in to the sites contractor log book and obtain a City provided Vendor Badge. Technicians shall ensure that the authorized City representative logs the start and completion times on the service ticket for services performed. Technicians shall provide the following information on the service ticket: Department name and location (i.e. room & floor number), name of technician(s) performing the work. Copies of work orders signed by City employee shall accompany the invoice.

All employees of the Contractor shall wear uniforms with clearly visible identification or badges (company name) when working on a job site for the City. The City of Torrington reserves the right to request the removal of any contractor staff who views as unprofessional or disruptive while on City of Torrington grounds.

Contractor shall leave the work area broom-clean of materials, debris, and equipment and shall dispose of all defective materials removed in performance of the service and within strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes, etc. Contractor shall clean, repair, or replace any item damaged by the contractor during the performance of the service at no additional cost to the City of Torrington.

Upon completion of any new install, contractor must provide product manufacturer's spec sheet, installation and operational manuals. **Failure to do so, could deny payment.**

5. EXPERIENCE

Vendor shall have considerable experience in plumbing maintenance and repair with other municipalities, government owned facilities, or businesses employing more than fifty (50) people. Vendors will submit a copy of their current State of Connecticut P-1 and S-1 licenses with the bid proposal. Bidders shall have been in business and doing business as their current company, for a period of not less than four years. A list, with contact names and telephone numbers, for plumbing maintenance and repair work shall be provided to the City upon request.

6. NUMBER OF WORKERS

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

7. REFERENCES:

Bid proposals will include at least three (3) references from commercial/government organizations where it has provided commercial plumbing services within the past 24 months. Include contact names, email address and phone numbers. References will be checked prior to award. Any negative responses may result in disqualification of the bid.

8. LOCATION

Because some requests for repairs may be considered an emergency the Contractor's place of business shall be located within twenty (20) miles of the City of Torrington.

9. RESPONSE TIME

Contractor agrees to work within the time parameters set for both routine and emergency calls. The contractor must be available to respond to emergency calls on a 24 hour/7 day a week basis. **Response to emergency calls is within 2 hours of call to the contractor.** The Contractor shall respond and appear at the City building for which service is needed within twenty-four (24) hours (one business day) following a request for non-emergency service. The contractor shall be available to conform to the time parameters set by the business hours of individual City buildings and/or facilities.

10. OVERTIME

Bidders will quote and hourly labor rate as specified below. **No overtime rates will be allowed. If overtime rates are added to invoice, it will be corrected to the straight hourly rates by the accounts payable personnel.**

11. 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 City. Technicians shall contact the authorized City representative upon arrival at the job site. Actual travel time to and from the job work location **is not** reimbursable under the purchase order. Technicians shall ensure that the authorized City representative logs the start and completion times on the service ticket for services performed. Technicians shall provide the following information on the service ticket: Department name and location (i.e. room & floor number), name of technician(s) performing the work. Copies of work orders signed by City employee shall accompany the invoice.

12. BILLING AND PAYMENTS

Invoices shall be mailed to the City of Torrington, 140 Main Street, Torrington, CT 06790. Each building shall be invoiced separately. All invoices shall be submitted to the City within 15 days of completion. The City reserves the right to refuse to pay invoices submitted more than eight weeks after completion of the work invoiced. All invoicing shall include at a minimum the following information:

1. Facility name and address
2. A work order (or similar form) including the date(s) worked, hours worked per date by each service employee, and signed by a City employee will accompany each invoice.
3. Complete list of parts and materials with cost of each and other pertinent information.
4. Labor shall be paid at the rates quoted in the bid proposal.
5. City of Torrington payment terms are Net 30 days after receipt of invoice.

13. 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.

14. TERM

The contract period for the services provided herein will begin July 1, 2022 - June 30, 2023. This contract may be extended for four (4) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended. This option, if exercised, is to be executed in the form of a letter of agreement, to be issued no later than 60 days prior to the expiration of the then current contract period. This option to renew requires the mutual agreement of both parties.

15. UNSATISFACTORY PERFORMANCE:

The City of Torrington may consider the following performance by the contractor as unsatisfactory performance:

1. In excess of one service "call back" to correct the same problem within 30 consecutive calendar days.
2. In excess of one instance within one calendar year of contractor personnel assigned to an authorized service call not having the skill or knowledge to diagnose the problem and/or perform the repair.

16. PERFORMANCE WARRANTY:

Work performed under the purchase order shall meet all applicable requirements of the latest revision of the Mechanical, National Electrical and Unified Building and Plumbing codes. The contractor shall guarantee all work against any defects in workmanship; and shall satisfactorily correct, at no cost to the City of Torrington, any such defect that may become apparent within a period of one year after completion of work.

17. TERMINATION

All work performed as a result of this bid shall be completed to the satisfaction of the Purchasing Agent. The City reserves the right to terminate this agreement upon thirty (30) calendar day's written notice of failure by the Contractor to provide service to the satisfaction of the City of Torrington.

18. NON-COLLUSION

Any act or acts of misrepresentation or collusion shall be the basis for disqualification of any bid or proposal submitted by such person or company guilty of said misrepresentation or collusion. If the Contractor has made any misrepresentations or has been involved in collusion and such conduct is discovered after the execution of an Agreement with the City, the City may cancel the Agreement without incurring liability, penalty, or damages.

19. HOLD HARMLESS

The Contractor agrees to indemnify, defend and hold harmless the City of Torrington 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 City of Torrington 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 City of Torrington 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 City of Torrington or its respective officers, agents and servants)
5. 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 City of Torrington.

20. 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. All services performed shall also conform to the latest OSHA standards and/or regulations.

21. SAFETY

The Contractor shall take all reasonable precautions to ensure the safety of workers, City 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 City's confined space requirements. Contractor shall report to the City's representative the existence of unsafe condition(s) which will compromise the performance of the service.

22. MATERIAL WARRANTY

Parts furnished under this bid shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models are NOT acceptable. The selected contractor shall warrant that only the best workmanship and materials shall be employed in the performance of services for the City and if, within a period of one (1) year from the date of acceptance by the City, such work or supplies or any portion thereof are found to be defective or faulty due to imperfect or bad workmanship or material, the contractor agrees to replace such defective supplies and correct such defective work forthwith without expense to the City. The warranty shall commence upon the date of acceptance by the City of Torrington. Contractor shall provide the City's representative with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site.

23. INSURANCE

The Contractor shall furnish a certificate of insurance to the Purchasing Agent 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 City of Torrington will receive thirty (30) days written notice of any cancellation, non-renewal or reduction in coverage and limits originally provided. (See "Instruction to Bidders" for minimum requirements)

24. BUILDING RESTRICTIONS

1. Parking: The contractor shall make arrangements with the City's authorized representative prior to off-loading tools and equipment at the job site. Contractor shall park in designated visitor parking spaces.
2. Restrooms: Restrooms shall NOT be used for washing tools or equipment.
3. Security: The contractor shall provide and update a list of all licensed contractor personnel assigned to City of Torrington jobs.
4. Access: Contractor shall notify City's representative upon arrival at the building, and be escorted to the job site.
5. Contractors are required to sign in and out each working day on contractor logbook and wear City provided contractor ID badges at all times while on City property.

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and that, in the city's judgment, will best serve the public interest.

**AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER
MBE'S WBE'S AND SBE'S ARE ENCOURAGED TO APPLY**

APPENDIX A
CITY OF CITY OF TORRINGTON
GENERAL PLUMBING AND RELATED REPAIRS PROPOSAL FORM
BID #PST-026-053122

The undersigned, in compliance with this bid affirms, that it has examined the specifications and related documents contained herein and proposes to provide this service in accordance with this bid and any contract documents with in the time frames set forth herein and at the prices agreed to.

The undersigned certifies that this proposal meets all the specifications, requirements and conditions requested herein. Any substitutions to the specifications requested, are clearly and completely noted and attached. It is understood that the City reserves the right to reject any or all proposals.

Addenda # _____, _____, _____, _____, _____

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

Base Bid, July 1, 2022 – June 30, 2023

Regular Hourly Labor Rate: \$ 99.00

Apprentice Hourly Labor Rate: \$ 65.00

Discount on parts and material Net Column Catalog: Bradford

The completed forms identifying the Bidder's experience and licensed technicians are enclosed with this Bid Form. The undersigned is submitting this bid without collusion with any other individual or corporation.

West State Mechanical, Inc.
Company Name


By (Signature)

P.O. Box 1045, 3000 South Main St. Francis S. Delaney
Address Print Name (A Duly Authorized Representative)

Torrington, CT 06790 President
Address – City/Town – Zip Title

May 10, 2022 860-482-5919 860-489-4686
Date Telephone/Fax

wsm_fran@yahoo.com weststatemech.com
Email Website

860-601-1686
Cell

APPENDIX B
CITY OF CITY OF TORRINGTON
GENERAL PLUMBING AND RELATED REPAIRS REFERENCES
BID #PST-026-053122

List references for similar services provided for at least five (5) clients in the past five (5) years. **Please not is it the City's intent to communicate with the references listed herein.**

Bidder: West State Mechanical, Inc.
Address: P.O. Box 1045, 3000 South Main Street
Torrington, CT 06790

Organization Name: Koster Kuenen Phone: 860-945-3333

Contact Name: Mr. Joe Iorfino Email: jiorfino@kosterkuenen.com

Service Dates: 25 plus years

Project(s): 125 HP steam boilers, cooling tower, 100 ton chiller, service

Organization Name: Town of Litchfield and Schools Phone: 860-567-7530 860-567-7561

Mr. Raz Alexe ralexe@townoflitchfield.org
Contact Name: Mr. Len Fasano Email: fasanol@litchfieldschools.org

Service Dates: 20 plus years

Project(s): School system buildings, all municple buildings, service, repairs, installations

Organization Name: Durham Mfg. Phone: 860-349-3427

Contact Name: Mr. Kirk Blanchard Email: kirk.blanchard@durhammfg.com

Service Dates: 1984 and ongoing to present

Project(s): 100 HP steam boiler, 135 ton chiller, Aqueous washers, service

Organization Name: Lakeridge Phone: 860-482-9401

Contact Name: Mr. Jerry Sullivan Email: jsullivan@lakeridgect.com

Service Dates: 2011 ongoing to present

Project(s): 1.5 million BTU boilers, HVAC service

Organization Name: Two Roads Brewing Co. Phone: 203-335-2010

Contact Name: Mr. Carl Lang Email: carl.lang@tworoadsbrewing.com

Service Dates: 2015 and ongoing to present

Project(s): New 160 HP boiler. 100 ton chillers, maintenance service

APPENDIX C
CITY OF CITY OF TORRINGTON
GENERAL PLUMBING AND RELATED REPAIRS CONTRACTOR
BID #PST-026-053122

This form shall be completed and returned with the Bid Form. Bidders may submit additional sheets as necessary.

Name of Company: West State Mechanical, Inc.

Type of Business: HVAC Heating/Cooling/Plumbing
(Limited Company, Limited Partnership, Sole Proprietorship, Etc.)

Years in Business: 39 Number of Employees: 15

Federal Tax Identification Number: (FEIN) 06-107-0676

Qualifications of Personnel Proposed to Work on City of Torrington Contract:

Name	License Grade	License
<u>Francis S. Delaney</u>	<u>SHM</u>	<u>0005895-SM1</u>
	<u>P1</u>	<u>201357</u>
	<u>S1</u>	<u>302852</u>
	<u>F1</u>	<u>F-1033</u>
	<u>STC</u>	<u>0000211STC-1</u>
<u>Christopher D'Angelo</u>	<u>P2</u>	<u>0286854</u>
	<u>S2</u>	<u>0403916</u>
<u>Thomas J. Fay</u>	<u>P2</u>	<u>0283975</u>
	<u>S2</u>	<u>0397283</u>
<u>Drew Jarvis</u>	<u>P2</u>	<u>0290001</u>
	<u>S2</u>	<u>0410096</u>
<u>Kyle Schoonmaker</u>	<u>P2</u>	<u>0285040</u>
	<u>S2</u>	<u>0402650</u>
<u>Benjamin Serafini</u>	<u>S2</u>	<u>0403550</u>
<u>Mario Pedrinelli</u>	<u>D1</u>	<u>0403645</u>
<u>Richard Stankye</u>	<u>S2</u>	<u>0406563</u>
<u>TODD Speaker</u>	<u>S2</u>	<u>0391776</u>
	<u>P1</u>	<u>0280771</u>
	<u>MG1</u>	<u>0000538</u>
	<u>SM1</u>	<u>47433</u>