



# TOWN OF BETHANY

**Paula Cofrancesco**  
 First Selectman  
 Town of Bethany  
 40 Peck Road  
 Bethany, CT 06524  
 Phone: 203-393-2100 Ext. 1100

BID NO. 24-001	DATE OF BID OPENING January 30, 2024	TIME OF BID OPENING 2:00 P.M., Prevailing Local Time	INSURANCE REQUIREMENTS Liability See General Terms & Conditions
BID ITEM Painting Services			
AMOUNT OF BID SURETY <b>None</b>	PERFORMANCE BOND <b>None</b>	CONTRACT PERIOD OR DATE DELIVERY REQUIRED From 02/01/2024 to 01/31/2027	
CONTACT PERSON Don Shea, Public Works/Facilities		PHONE 203-509-3883	DEPT. Public Works/Facilities

### INVITATION TO BID

**Sealed proposals will be received by the Board of Selectman for the Town of Bethany, 40 Peck Road, Bethany, Ct. 06524 for furnishing the commodities and/or services herein listed to town agencies.**

### AFFIRMATION OF BIDDER

The undersigned bidder affirms and declares:

- 1) That this contract proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of the General Terms & Conditions, Bid Specifications and Bid Proposal which are made a part of the contract.
- 2) That should any part of this proposal be accepted in writing by the Purchasing Agent within sixty (60) calendar days from the date of bid opening, said bidder will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities and at the prices bid, and in compliance with the Specifications.
- 3) That this proposal is covered by surety in the following form as checked. (See Amount of Bid Surety above if required)

Proposal Bond     Cashiers Check     Certified Check    Enclosed in the amount of \$ **N/A**

**PROPOSAL:** The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith to furnish and deliver the commodities and/or services to the town agency or agencies named at the prices bid herein.

Type of Business	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sub Chapter S Corp.	<input type="checkbox"/> Corporation
Company Name		Doing Business As (Trade Name)		
Business Address		City	State	Zip Code
Signature of Person Authorized to Sign This Bid		Title	Date	
Print Name of Signer		Phone	Fax	
Further information and references on any individual or company placing a bid may be required by the Town of Wallingford prior to the awarding of a bid.				

This Form Must Be Signed & Returned

General Instructions:

Proposals are to be:

- \* **Delivered to the Bethany Town Hall, 40 Peck Road, Bethany, Ct. 06524**
- \* Submitted in duplicate unless otherwise indicated in the specifications.
- \* Submitted using the blank proposal forms furnished.
- \* **Submitted in a sealed opaque envelope clearly marked as a public bid including the bid number and the bidder's name and address.**
- \* Made out and signed in the corporate, or other, name of bidder and signed by an authorized person to fully and properly execute the bid.

Proposals received later than the time and date specified for the bid opening will not be considered.

Amendments to or withdrawal of proposals received later than the time and date set for the opening will not be considered.

In order to be considered, exceptions to the bid must be made on the exceptions page or a clearly marked attachment.

**ELECTRONIC CHANGES TO ANY OF THE BID PAGES INCLUDING THE SPECIFICATIONS AND GENERAL TERMS & CONDITIONS IS NOT ALLOWED AND MAY RESULT IN THE REJECTION OF THE BID.**

Bidders or their representatives may be present at the bid opening. Bids are opened at the Bethany Town Hall in the conference room immediately after the date and time stated in the bid.

The Town of Bethany may require further information and references on any individual or company placing a bid prior to the awarding of a bid.

The Board of Selectmen reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.

The Board of Selectman reserve the right to correct an award erroneously made as a result of a clerical error on the part of the Town of Bethany.

A contract shall not be awarded to any corporation, firm or individual who has an unpaid and overdue debt to the Town by nonpayment of taxes, by debt or contract, or who is in default as surety or otherwise by any obligation to the Town.

<b><u>BID PROPOSAL</u></b>
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The undersigned \_\_\_\_\_, doing business in the City/Town of \_\_\_\_\_  
 \_\_\_\_\_, submits herewith, in conformity with the general terms and conditions and  
 specifications for the above mentioned public bid, the following proposal for: **Painting Services**

Description	02/01/24-01/31/25	02/01/25-01/31/26	02/01/26-01/31/27
Hourly Rate for Painting	\$                      hr.	\$                      hr.	\$                      hr.

Work can start within \_\_\_\_\_ days after receipt of order.

Warranty period \_\_\_\_\_

<b>TERMS:</b>	Cash Discount                      %                      Days	Net Cash                      Days		
Company Name		Date	Phone	
Address		City	State	Zip Code
Name (Print)		Title		
Sign		Receipt Of Addenda Is Acknowledged (If Applicable):		
		No.	Date	No.

**EXCEPTIONS**

The undersigned bidder proposes the following exceptions for **Painting Services**.

Exceptions will be considered to the product or service specifications only. All other conditions or agreements submitted in response to the bid, unless specifically requested, will be rejected.

Any and all price changes related to these exceptions are specifically stated herewith.

**Exception**

Price Change  
(Show + or -)

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Name (Print)

Phone

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Sign

Date

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Title

## SPECIFICATIONS

For

### Painting Services

#### Basis of Award:

The Town intends to award the bid to the responsive and responsible bidder offering the lowest average hourly rate for the three-year period.

#### Contract Period:

Prices offered on the proposal schedule shall be firm for the specified period. The Town and the contractor, if mutual agreement is reached, may extend the contract for up to two additional years. Any extension shall be at the same price, terms, and conditions as the previous year; however, the owner has the sole discretion to reject or accept such extension. Evaluation for extension of the contract will be done yearly at the anniversary date of each of the contracts, but in no case shall the duration of this contract exceed five (5) years in total.

#### Inquiries:

Questions concerning this contract proposal and work prescribed should be submitted through the website at [www.bethany-ct.com](http://www.bethany-ct.com). Verbal inquiries and any subsequent verbal responses will not be binding on the Town of Bethany. All inquiries will be responded to via an addendum emailed to all registered bidders who have downloaded the bid online.

#### Material:

Material and sundries supplied will be billed at a rate of 10% above vendor cost as evidenced by the vendor's itemized invoice from their supplier (**to be submitted with vendor's invoice**). The owner reserves the right to supply material, paint and sundries to the contractor.

#### Inspections:

To make an appointment to view the site contact Don Shea, DPW and Facilities, at 203-509-3883. To familiarize themselves with the work requirements, bidders are **STRONGLY** encouraged to inspect the site, to determine the scope and requirements of the work as specified. Failure to visit the site will not relieve the successful bidder of any of the responsibilities of the contract. No inspections are to be made without prior appointment and authorized personnel.

#### Invoicing:

Vendor is to bill on an hourly rate. Invoices shall include the type of paint used (semi-gloss, oil, etc.), the brand name, and the color, for each area painted.

#### Surface Preparation:

Rate is to include proper prepping of all surfaces, including minor repairs, such as filling small holes. Any peeling or chipping of paint will be considered faulty preparation and will be the responsibility of the vendor to rectify to the satisfaction of the Supervisor Public Works and Facilities at no additional cost.

Clean Up:

Drop clothes are to be used to prevent paint splatter on areas not being painted. Any paint on areas such as floors, baseboards, lavatory fixtures, etc. is to be removed.

Service Contractor Requirements:

1. Painters and wallpaper hangers must have at least three (3) years of experience of inside and outside painting and/or paper hanging. Bidder must submit at least two (2) current references with contact information where similar work was performed by the bidder.
2. Contractors must substantiate time spent at the site, work performed, and material used. This will be necessary in order to make payment for services.
3. The contractor is responsible for cleaning up the work site and for disposing of all empty containers and used supplies.
4. All hourly rate work will be for on-site service. No travel time will be allowed.

## **GENERAL TERMS AND CONDITIONS**

All bids are subject to the General Terms and Conditions, Bid Specifications and Contract Proposal as provided.

Price: Bid prices will include delivery, F.O.B. destination, without extra compensation.

Taxes: The Town of Bethany is exempt from the payment of the Excise Taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut. Such taxes should not be included in the bid price. Exemption certificates will be furnished to the successful bidder.

Award: The Board of Selectman reserves the right to make an award which, in their judgment and recommendation from the department, following bid evaluations; best meets the specifications and is deemed in the best interest of the Town of Bethany. The Town reserves the right to increase or decrease all quantities indicated in this bid.

The Board of Selectman further reserves the right to reject any or all bids, in whole or in part; to award any item, group of items or total bid unless otherwise specified by the bidder, and to waive informality or technical defects, if, in his judgment, the best interests of the Town of Bethany will be so served.

Price Discrepancies:

In the event there is a discrepancy between the unit price and extended price the unit price will prevail.

In the event there is a discrepancy between the written price and numeric price the written price will prevail.

Multiple Year Bid Pricing:

For multiple year bids, the bid price for each successive year is to be greater than or equal to the preceding year. Front loaded bids may be rejected.

Additional Departments:

The quoted prices will be made available to any Town of Bethany department or agency wishing to utilize the vendor's service. Anticipated user departments may include, but shall not be limited to, Board of Education and Public Works.

Laws: All deliveries shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut.

Permits:

It is the responsibility of the successful bidder to obtain all Federal, State and local permits when needed. If the permit is for a bid specific project, all fees imposed by the Town for permits issued by the Town of Bethany will be waived. All State or Federal permitting fees to be collected by the Town will not be waived.

Hold Harmless & Indemnification Agreement:

The bidder assumes full responsibility for its negligent acts, errors or omissions and agrees to hold harmless and indemnify the Town of Bethany, its agents and servants, from and against any and all claims, suits, damages, costs, losses and expenses resulting from such negligent acts, errors or omissions while conducting activities associated with this bid.

Anti Trust Claim Assignment Clause:

The contractor or subcontractor offers and agrees to assign to the Town of Bethany, all right, title and interest in all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the Town of Bethany awards or accepts such contract, without further acknowledgement by the parties.

Non-Collusive Bid Statement

The bidder, being fully informed regarding the accuracy of the statements made herein, certifies that:

- a. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and,
- b. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.

The bidder further certifies that this statement is executed for the purpose of inducing the Town of Bethany to consider the bid and make an award in accordance therewith.

Non-Discrimination Clause:

Pursuant to Section 4a-60 and 4a-60a of the Connecticut General Statutes as amended by Public Act 07-142 and 07-245, the bidder agrees and warrants that he or his subcontractors will in the performance of the contract not discriminate or permit discrimination against any person or group of people on the grounds of race, color, religious creed, age, marital status, civil union, national origin, ancestry, sex, sexual orientation, mental retardation, including physical disability unless it is shown by the contractor that the physical disability prevents performance of the work. In addition, the contractor agrees to comply with all other provisions of the aforementioned statutes.

Prior to entering into a contract and the issuance of a purchase order, the bidder shall provide to the Town documentation such as a company or corporate policy adopted by the governing body that supports the nondiscrimination agreement and warranty as stated above.

The Contractor further agrees that neither he nor his subcontractors will discharge, expel or otherwise discriminate against any person because he has opposed any unfair employment practice or because he has filed a complaint or testified or assisted in any proceeding under Section 31-127 of the Connecticut General Statutes. The advertisement of employment opportunities will be carried out in such a manner as not to restrict or discriminate against individuals because of their race, color, religious creed, age, sex, national origin or ancestry, except in the case of a bona fide occupational qualification or need.

Safety Standards:

All contractors and their employees, agents and subcontractors are required to comply with all EPA, NFPA and OSHA safety standards at all times while working on site. The Contractor and employees, agents and subcontractors found to be in non-compliance may be removed from the work site, as well as subject to forfeiture of payment and/or contract termination. The Town reserves the right to inspect the work site at any time for safety compliance. The Town may require the contractor as well as any agents and subcontractors to provide a copy of their OSHA 300 log for the three previous years for review.



Debarment:

The Purchasing office reviews any bid being considered to assure that neither the contractor nor any subcontractor being utilized is subject to state or federal debarment based on published debarment lists. Persons or firms currently debarred under the Federal Davis Bacon Act that are included on the State Debarment List pursuant to Connecticut General Statutes, Section 31-53a, as amended, shall not be awarded a contract. No contract shall be awarded to any firm, corporation, partnership or association in which such persons or firms have an interest until the expiration date listed has passed.

Performance, Labor and Material Bond (If Applicable):

To ensure the faithful execution of the contract, according to its provisions, the bidder awarded the contract will be required to provide at his own expense, to the Town of Bethany, a Performance Bond for the full amount of the contract and also furnish a Labor and Material Bond. The bond must be written by a company licensed to write business in the State of Connecticut and shall be furnished prior to the issuance of a Contract or a Purchase Order.

Bid Bond (If Applicable):

A Certified Check, Cashier's Check or Bid Bond in the amount stated on the contract proposal, made payable to the "Treasurer, Town of Bethany", must be submitted with each bid, as a guarantee that in case the contract is awarded, the bidder will execute such contract and furnish satisfactory Performance and Labor and Material Bond if required. Unsuccessful bidders shall be entitled to return of surety where the Agent has required bid deposits. A successful bidder shall forfeit any surety required by the Agent upon failure on his part to enter into a contract within ten (10) days after being notified of the award.

Toxic Substances:

In accordance with Section 31-40M of the General Statutes of Connecticut, any person who supplies any toxic substances as defined in 31-40J shall provide the following information:

- a. The generic or basic chemical name of the toxic substance.
- b. The level at which exposure to the substance is determined to be hazardous, if known.
- c. The acute and chronic effects of exposure of hazardous levels.
- d. The symptoms of such effects.
- e. The appropriate emergency treatment.
- f. Proper conditions for safe use and exposure to such toxic substances.
- g. Procedures for cleanup of leaks and spills of such toxic substances.
- h. A label on each container of any such substance which states, in a clearly legible and conspicuous form, that a toxic substance is contained therein.

This information should be disclosed at the time of the bid opening and chemical Safety Data Sheets (S.D.S.) sheets will also be required if the products meet the toxic substance criteria.

Training:

Pursuant to Connecticut General Statutes, Section 31-53b contractors must furnish proof to the Labor Commission that all employees performing manual labor on public building projects have completed a course in construction safety. The statute applies to all public building projects where state funds are involved, and the total construction cost is \$100,000 or more.

Payment Terms:

Payment terms will be considered in an award under the following conditions:

**A) Preferred Payment Terms:**

Any discount effective either for 30 days or based on “10/EOM” (10 days after the end of the month, e.g., 2%/30 days or 2/10 EOM). The minimum payment time is 20 days from receipt of invoice.

**B) Secondary Payment Terms:**

Any discount effective for 20 days, e.g., 2%/20 days.

If bids are tied, the longer payment period will be considered the lower bid. For example, thirty days terms are better than twenty days terms, providing the same percentages apply (such as 1% or 2%).

**C) Short Period Payment Terms:**

Payment terms of less than 20 days, even with a discount, are not considered comparable to longer period payment terms due to the special handling of the payment required in such a short check-processing period. Such terms will not be considered in an award except in the case of a tie bid.

It shall be understood that the cash discount period will be from receipt of invoice and not from the date of the invoice.

Liability Insurance (If Applicable):

The General Terms and Conditions require the bidder awarded the contract to maintain in force during the performance of the work policies of workers compensation insurance, employers’ liability, bodily injury liability and property damage insurance covering the operations of the contractor and the use of all motor vehicles employed by the contractor. A certificate of insurance evidencing this fact that the contractor has secured the required insurance shall be filed with the Town of Bethany at the time of the execution of this contract. **It is further required that the Town of Bethany be named as an additional insured.** This should be shown under the description of operations portion of the certificate of insurance. All certificates should also indicate a notice of cancellation complying with state statute.

Minimum Requirements for Certificate of Insurance

A. Commercial General Liability

- General Aggregate: \$ 1,000,000.00
- Product/Completed Operations Aggregate: \$ 1,000,000.00
- Occurrence Aggregate: \$ 1,000,000.00

B. Automobile Liability

- Liability Limit: \$ 1,000,000.00

C. Excess (Umbrella Liability) Liability

- The requirement that an umbrella policy be provided will depend on a case-by-case evaluation. Your exposure to catastrophic loss arising from the work or service being performed will determine the limit required.

D. Workers Compensation & Employers Liability

- Per Connecticut Statutes

Stipulations:

A contract issued as the result of a bid shall not be considered exclusive. The Town reserves the right to contract with other vendors for similar services when deemed appropriate.

The Town maintains the right to withhold payment for unsatisfactory materials and/or workmanship until such time that the defect is corrected. If the defect is not satisfactorily repaired within 60 days, the Town may elect to have the repair made by an alternate vendor and subtract the cost from the contractor's invoice. The Town also reserves the right to deduct from the vendor's billing any costs incurred as a result of inferior or unsatisfactory materials and/or workmanship.

The Town reserves the right to cancel the contract at any time with no cost to the Town. Any violations of the contract specifications shall be deemed to be justification to cancel the contract. Should it become necessary for the Town to write a letter notifying the contractor of unsatisfactory work, it will become the first step in terminating the contract for cause. If it is necessary to repeat this procedure, the third letter will constitute notice of termination of the contract for cause. The Town's decision shall be final and without recourse or cost to the Town. Furthermore, the Town reserves the right to deduct from the vendor's invoices any costs incurred due to the cancellation of a contract for cause. If the cancellation is for budgetary considerations or is based upon the discretionary right of the Town then the cancellation shall be upon thirty (30) days written notice.

The Town reserves the right not to award the continuation of a multiple-year bid. The award of each year's contract is contingent upon adoption and approval of budgetary funds for this purpose.

State Set-Aside Program

**If this project is subject to the State Set-Aside program, it is the contractor's responsibility to contact CHRO and to comply with all statutory requirements.**

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or disabled owned businesses.) The contractor must demonstrate good faith in making an effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at <http://www.ct.gov/opm/cwp/view.asp>