

TOWN OF EAST HAMPTON

INVITATION to BID

2014-01-17

Sealed bids will be received by the Town of East Hampton for the Towing, Maintenance and Repair of Police Vehicles for the East Hampton Police Department.

Bid specifications are available in the office of the Town Manager, 20 East High Street, East Hampton, CT 06424: Monday through Thursday 8:00 am – 4:00 pm. Specifications may also be obtained by e-mail sent to the following address csiros@easthamptonct.org or via the Town's website at http://www.easthamptonct.gov/Pages/EastHamptonCT_Finance/index. Bids must be submitted on forms provided for such by the Town. Bids will be received at the above location until **Monday, February 17, 2014 at 1:00 p.m. EST** at which time they will be publicly opened and read aloud. NO Bids will be accepted after this date and time. The Town reserves the right to reject any and all Bids it deems in the best interest of the Town to do.

LATE BIDS WILL NOT BE CONSIDERED.

Michael Maniscalco
Town Manager

SECTION I: NOTICE OF INVITATION TO BID

1.0 BID Timeline

Name of the Proposal Towing, Maintenance and Repair of Police Vehicles – BID #2014-01

Date of Issuance Friday, January 17, 2014

Deadline for Questions Thursday, February 06, 2014 at 12:30 p.m. EST

Deadline for Proposal Submittal Monday February 17, 2014 at 1:00 p.m. EST

BIDS TIME-STAMPED AFTER 1:00 p.m. ARE LATE

Sealed Proposal: Towing, Maintenance and Repair of Police Vehicles

Office of the Town Manager-Town Hall 20 East High Street, East Hampton CT 06424

Electronic and fax Bids are **not** acceptable

One original and five (5) copies of your proposal are required

Contact Person, Sean Cox, Chief of Police

E-mail Address scox@easthamptonct.org

Phone/ Fax Numbers Phone: 860-267-4468 Fax: 860-267-1027

- 1.1 The Town reserves the right to accept or reject any or all Bids and to waive any informality in Bids if such waiver does not substantially change the offer or provide a competitive advantage to any Company.
- 1.2 The Town is not responsible for delays occasioned by the U.S. Postal Service, or any other means of delivery employed by the Proposer. Similarly, the Town is not responsible for, and will not open, any proposal responses that are received on or after the time stated above. Late Bids will be retained in the Bid file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.
- 1.3 Bids will be opened on **Monday, February 17, 2014 at 1:00 p.m.** (our clock) EST in Town Hall, 20 East High Street, East Hampton Connecticut. Only the names of companies who submitted bids will be revealed. The main purpose of this opening is to reveal the name(s) of the Bidder(s), not to serve as a forum for determining the awarded proposal(s).
- 1.4 Bids will be evaluated promptly after opening. After an award is made, a proposal summary will be sent to all companies who submitted a proposal. Proposal results will not be given over the telephone. Bids may be withdrawn any time prior to the scheduled closing time for receipt of Bids; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

SECTION II: INSTRUCTIONS TO PROPOSERS

- 2.0 A company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the Town that you have read, understand and will comply with the instructions and all terms and conditions stated in this Invitation to Bid and all attachments. The Town of East Hampton reserves the right to reject any or all Bids, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.
- 2.1 A Certificate of Insurance must be on file and approved by the Town before this project can begin. All Companies are required to submit a Certificate of Insurance with the proposal (See pages 13-14, which details the exact requirements of the Town).
- 2.2 This Invitation to Bid does not commit the Town to make an award, nor will the Town pay any costs incurred in the preparation and submission of Bids, or costs incurred in making necessary studies for the preparation of Bids.
- 2.3 Bids shall include a table of contents and each page shall be sequentially numbered.
- 2.4 Addenda - Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Company in writing by Thursday, February 06, 2014 at 12:30 PM EST. FAX or E-MAIL all questions to Mike Maniscalco (860-267-4468) or mmaniscalco@easthamptonct.org. Any and all questions will be responded to in the form of written addenda to all Companies. It is the Proposer's responsibility to check for addenda.
- 2.5 Exceptions to Contract Documents -The Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this bid. Such exceptions or deviations will be considered in evaluating the bids. Companies are cautioned that exceptions taken to this bid may cause their proposal to be rejected.
- 2.6 Incomplete Information - Failure to complete or provide any of the information requested in this Invitation to Bid, including references, and/or additional information as indicated, may result in disqualification by reason of "non-responsiveness".
- 2.7 No responsibility will be attached to any person for premature opening of a proposal not properly identified.

SECTION III: GENERAL TERMS AND CONDITIONS

- 3.1 **LANGUAGE, WORDS USED INTERCHANGEABLY** -The word TOWN refers to the TOWN OF EAST HAMPTON, Connecticut throughout these Instructions and Terms and Conditions. Similarly, PROPOSER/BIDDER refers to the person or company submitting an offer to sell its goods or services to the TOWN.
- 3.2 **PROPOSAL RESULTS AVAILABILITY** -Proposals will be evaluated promptly after opening. NO PROPOSAL RESULTS WILL BE GIVEN OVER THE TELEPHONE. After award, notification will be sent to all companies who submitted a proposal. **No Proposal may be withdrawn for a period of one hundred twenty (120) calendar days of the Proposal Opening date.**
- 3.3 **PROPOSER QUALIFICATIONS** -No Proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the Town upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the Town, or that is deemed irresponsible or unreliable by the Town. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
- 3.4 **PROPOSAL FORM** -Each Proposer must submit an original proposal and five (5) additional copies as required on the forms attached (**Section IV and Exhibit A**). The Proposer shall sign his/her proposal correctly, and the proposal may be rejected if it shows any omissions, alterations of the form, additions not called for in the proposal, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
- 3.5 **SPECIFICATION DEVIATIONS BY THE PROPOSER/OFFEROR** - Any deviation from this specification **MUST** be noted in detail, and submitted in writing. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.
- 3.6 **PROPOSER/OFFEROR REPRESENTATION** -Each Proposer must sign the Proposal with his/her usual signature.
- 3.7 **COLLUSIVE PROPOSAL** -The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
- 3.8 **BROCHURES** -Proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.

- 3.9 **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** -All changes in Proposal documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.
- 3.10 **PROPOSAL CHANGES** -Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.
- 3.11 **HOLD HARMLESS AGREEMENT** -The Contactor agrees to protect, defend, indemnify and hold harmless the Town of East Hampton and their officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
- 3.12 **AVAILABILITY OF FUNDS** -Purchases under this contract are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).
- 3.13 **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** -The Town reserves the right to reject any or all Proposals. The Town further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the Town.
- 3.14 **INVOICES** – Invoices should be submitted to the following address for payment:
- Town of East Hampton
20 East High Street
East Hampton, CT 06424
Attn. Finance Department
- 3.15 **LAWS AND REGULATIONS** -All applicable State of Connecticut and Federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
- 3.16 **SUBCONTRACTING** -No portion of this Proposal may be subcontracted without the prior written approval by the Town.
- 3.17 **ELECTRONIC PROPOSAL SUBMITTAL** -Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal either by airfreight, postal service, or other means.
- 3.18 **MISCELLANEOUS** -The Town reserves the right to reject any and all proposals or parts thereof. The Town reserves the right to inspect Supplier's facilities prior to the award of this proposal. The Town reserves the right to negotiate optional items with the successful Proposer. Any final award is subject to the terms of a fully executed agreement approved by the Town's Attorney's.
- 3.19 **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the Town.

- 3.20 **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
- 3.21 **TERMINATION OF AWARD FOR CAUSE** -If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Proposer shall violate any of the covenants, agreements or stipulations of the award, the Town shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the Town, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Town, become its property, and the successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Proposer shall not be relieved of liability to the Town for damage sustained by the Town by virtue of breach of the award by the successful Proposer and the Town may withhold any payments to the successful Proposer for the purpose of set off until such time as the exact amount of damages due the Town from the successful Proposer is determined.
- 3.22 **FORCE MAJEURE** -For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.
- 3.23 **ASSIGNMENT** -Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the Town. Any assignment or attempt at assignment made without such consent of the Town shall be void.
- 3.24 **EQUAL OPPORTUNITY** -The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
- 3.25 **SPECIFIC DELIVERY SCHEDULE** -For purposes of this proposal and subsequent awards, Town holiday closures are typically

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the day following, and Christmas Day. Deliveries generally will not be accepted on those dates. (Please note these dates on your calendars for deliveries, sales calls, etc. throughout the year.)

Notice of a late delivery arrival should be made not less than twenty-four (24) hours prior

to the originally scheduled time. Otherwise, the Town may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.

- 3.26 **FREIGHT** -Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.
- 3.27 **FOB POINT** -In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.
- 3.28 **TAXES** -The Town of East Hampton is exempt from sales tax and certain other use taxes. Any charges for taxes from which the Town is exempt will be deducted from invoices before payment is made.
- 3.29 **PROPOSAL INFORMATION IS PUBLIC** -All documents submitted with any proposal or proposal shall become public documents and subject to Connecticut Freedom of Information laws. By submitting any document to the Town of East Hampton in connection with a proposal or proposal, the submitting party recognized this and waives any claim against the Town of East Hampton and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the Town of East Hampton and its officers and employees harmless from any claims arising from the release of any document or information made available to the Town of East Hampton arising from any proposal opportunity.

Due regard will be given for the protection of proprietary information contained in all Bids received; however, participants should be aware that all materials associated with project Bids during the entirety of the Program are subject to the terms of the Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting therefrom. It will not be sufficient for participants to merely state in general terms that the proposal is proprietary in nature and, therefore, not subject to release to third parties. Any proposal that makes such a general or overarching claim may be subject to disqualification. **Those particular sentences, paragraphs, pages or sections which a participant believes to be exempt from disclosure under the FOIA must be specifically identified as such**

- 3.30 **NO GIFT STANDARD** -The Town of East Hampton is committed to upholding the highest ethical standards in all of our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, we have asked all vendors to abide by our "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a Town employee and not available to the general public, regardless of the value.
- 3.31 **AGREEMENT FORMS** - If a Proposer intends to request that the Town of East Hampton enter into any agreement form in connection with the award of this contract, the form must be submitted with the proposal for review by the Town's legal counsel during the evaluation of Bids. If such agreement requires that payments be remitted to other than the Proposer, the Proposer shall indicate the name and address of the firm to whom Proposer would request payments to be made, and the firm's relationship to the Proposer.

Proposers are advised that in the event any such agreement contradicts the Town of East Hampton requirements, the proposal may be rejected due to the contradiction unless Proposer indicated deletion of such clauses. If agreement form indicated a firm

other than the Proposer is contractor, vendor, or payee, the proposed contractor, vendor or payee must also indicate concurrence with the deletion of such clauses.

If no agreement form is included with the proposal, no such form will be approved by the Town during the evaluation or award processes, or following award of contract. If the proposal does not indicate the proposed contractor, vendor or payee to be a person or company other than the Proposer, (1) only the Proposer will be considered as Contractor and (2) payments will be made only to the Proposer to whom the contract is awarded.

The Town of East Hampton will in no case agree to terms not submitted for review with Bids.

- 3.32 **PAYMENT TERMS** - Payment terms for services authorized under this agreement shall be net thirty (30) days upon receipt of an original invoice and as agreed in your **Proposed Payment Schedule (Exhibit A)**. Payment terms may be modified upon mutual agreement between the Town and vendor.

Accounts payable checks will not be issued. Payments will be made via the Automated Clearing House electronic funds transfer (EFT) system to an account indicated by the successful proposer.

The Town may withhold payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

- 3.33 Proposer must complete and sign the **Proposal Schedule (Exhibit A)**

Section IV: Contract Terms and Conditions

Towing, Maintenance and Repair of Police Vehicles

Scope of Contract: This contract is intended to provide vehicle towing, maintenance and repair for the East Hampton, CT, Police Department. The contract period will be from Date of Award through December 30, 2015. The East Hampton Police Department reserves the right to extend this contract for a period of up to the full original contract term or parts thereof not to exceed three (3) years.

Price Increases: Prices will remain firm for the first year of the contract. On each anniversary date of the contract, the Contractor will have the opportunity to submit price increases with the proper documentation for the price increase. The increase may be authorized by the East Hampton Police Department. The East Hampton Police

Department reserves the right to reject any requested price increase deemed excessive in the opinion of the East Hampton Police Department. The contractor must submit a formal request for an increase to the East Hampton Police Department, 20 East High Street, East Hampton, CT, 06424 no later than thirty (30) days prior to the effective price increase date. The request shall contain the date the increase takes effect. No retroactive price increases will be allowed. In the event a retroactive request for a price increase is received, the East Hampton Police Department will set the effective date on the increase as ten (10) days from the receipt of the request.

Price Decreases: Price decreases will become effective immediately on the date specified in the Contractor's printed notice of change. The Contractor shall bill the East Hampton Police Department at the reduced price on all services made on or after the date of the Contractor's price reduction. The Contractor shall promptly provide the East Hampton Police Department with a letter of notice concerning the change.

Site Inspection: The East Hampton Police Department reserves the right to make an inspection of the repair/maintenance facility during the term of the contract.

Security of Equipment: Contractors must immediately report any theft of, missing or damaged equipment to the East Hampton Police Department.

Certificate of Insurance: Contractor must provide the East Hampton Police Department an up-to-date Certificate of Liability for all the repair/maintenance locations.

Insurance: Contractor shall not commence work under this contract until he has obtained all insurance required under this section. The Contractor shall not allow any sub-contractor to commence work until all insurance required of the sub-contractor has been obtained.

Change of Address: In the event the contractor moves or updates contact information, it is the responsibility of the contractor to advise the East Hampton Police Department of such changes in writing. The East Hampton Police Department will not be held responsible for payments or purchase orders delayed due to the lack of routing caused by the lack of notification on the contractor's part. Change of address or telephone updates must be forwarded to: The East Hampton Police Department, Attention Jennifer Magro, 20 East High Street, East Hampton, CT, 06424

Licensing and Standing: Contractor must possess the proper dealers and repairers license, be in good standing with the State of Connecticut and the Town of East Hampton.

Wrecker Services: "wrecker service" means twenty four (24) hour a day wrecker service with a wrecker and operator available to the East Hampton Police Department's vehicles. The provider must have access to a "flat bed" or "dolly" service, and must be able to respond within twenty (20) minutes from the call for service.

Tax Exemptions: The Town of East Hampton is exempt from Federal Excise taxes and Connecticut Sales and Use taxes. Contractors shall avail themselves of these exemptions.

Service to Other Town Departments: Contractors agree to extend the same prices and services to other East Hampton Town Departments for service and repair of passenger cars and light duty utility vehicles. Contractors agree to submit each repair or service bill to the appropriate department. With regards to the application of this requirement, the contractor agrees to substitute the term "Department Head" for "Chief of Police" in the following.

Maintenance and repair service:

1. Contractor must have and maintain the equipment and technical knowledge necessary to inspect and report on vehicles. Contractors may be asked to do mechanical inspections on vehicles involved in fatal motor vehicle accidents.
2. Contractor must have and maintain certified mechanics that have been formally trained in auto mechanics and certified by association such as ASE (Automotive Service Excellence) which has standards that each mechanic must meet by both written and practical exam. This must be an on-going certification, and the certifications must be available for inspection by the Chief of Police or his designee at any given time.
3. Contractor must have the proper equipment to repair and maintain police vehicles on their premises, with the exception of auto body repairs and special authorized dealer repairs. Any repair that requires a subcontractor must be authorized by the Chief of Police or his designee.
4. East Hampton Police Department vehicles must take a priority over all other work.
5. Tires and wheels owned by the East Hampton Police Department may be stored on the Contractor's premises and if so, the Contractor shall maintain a written inventory. The tire inventory will be subject to inspection by the Chief of Police or his designee. Tires will only be disposed of with the authorization of the Chief of Police or his designee.
6. Any replacement parts must be purchased from a legitimate parts supplier, void of any "mark-up" costs and any other vehicle parts vendors must be authorized by Chief of Police or his designee.
7. The contractor agrees that routine oil services on the police department vehicles will be maintained on a 3,500 mile interval or 100 idle hours.
8. Contractors will be responsible for identifying and reporting any and all warranty repairs whether they are car manufacture, part manufacture or contractor warranty.

9. Contractors will provide wrecker service (i.e., tire repair or replace, jump start) and/or tow police vehicles from the field on a twenty four (24) hour basis. Contractors must supply or subcontract a wrecker service to accommodate this standard. Any sub-contractors must adhere to the Standard Instructions to Bidders. Any expense associated with a sub-contracted wrecker service is the responsibility of the contractor. As stated above, the contractor must be able to respond within twenty (20) minute of the call for service.

10. The Chief of Police or his designee will reserve the right to submit repairs to an authorized Ford, Chevy or Chrysler dealer if such repairs are covered under a factory warrantee or are deemed by the Chief of Police or his designee to be best handled by an authorized dealer (e.g., manufacturer recall, repeated problems with a known model, make, year).

END OF BID SPECIFICATIONS