

# **TOWN OF SIMSBURY**

**SIMSBURY WATER POLLUTION CONTROL AUTHORITY  
933 HOPMEADOW STREET  
SIMSBURY, CT 06070**

## **INVITATION TO BID**

### **FOR**

### **Roof Safety Railings**

The Simsbury Water Pollution Control Authority (WPCA) is soliciting bids for ROOF SAFETY RAILINGS at its facility at 36 Drake Hill Road, Simsbury, CT 06070. The scope of work is to include all materials for a fall protection railing system that will include several roof top areas, optional labor for installation of this system and supply and installation of optional roof access ladders on several buildings.

Sealed proposals will be accepted by Amy Meriwether, Director of Finance, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT until 10:00 a.m., March 23, 2023.

Specifications and bidding documents may be obtained electronically via the Town's web site at the following link: [www.simsbury-ct.gov/public-bids-and-rfp](http://www.simsbury-ct.gov/public-bids-and-rfp). Bid documents will not be mailed or faxed.

**STANDARD INSTRUCTIONS TO BIDDERS**  
**ROOF SAFETY RAILINGS**  
**SIMSBURY 06070**

**1. Project Overview:**

The Simsbury Water Pollution Control Authority (WPCA) is seeking a qualified contractor to provide all materials for a fall protection railing system that will include several roof top areas, optional labor for installation of this system and supply and installation of optional roof access ladders on several buildings at the Water Pollution Control Facility (WPCF), which are located at 36 Drake Hill Road, Simsbury, CT 06070.

The scope of work for this project includes furnishing all equipment and optional labor for installation required to complete the project as specified.

**2. Key Event Dates:**

Invitation to Bid Issued	February 6, 2023
Mandatory Pre-Bid Conference 10:00 am	February 23, 2023
Bids Due	March 23, 2023
Commencement of Work	Within ten (10) calendar days of Notice to Proceed

**3. Bid Submission Instructions:**

- A. One (1) original and one (1) copy of all bids must be submitted in a sealed envelope with the bidder's name on the outside of the envelope and clearly marked "Sealed Bid for Town of Simsbury – ROOF SAFETY RAILINGS". If forwarded by mail or courier, the sealed envelope must be addressed to "Amy Meriwether, Director of Finance, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT 06070". Bids must be at the office of the Director of Finance prior to 10 a.m., March 23, 2023. Postmarks are NOT an acceptable waiver of this policy. Once the first bid is opened, all bids are deemed final and no corrections or alterations may be made.
- B. Ditto marks or words such as "SAME" must not be used for the bid to be considered.
- C. All information must be submitted in ink or typewritten. Errors, alterations or corrections must be shown on both the original and all required copies and each must be initialed by the person signing the bid.
- D. Bids are considered valid for ninety (90) days after bids are opened. Bidders may not withdraw, cancel or modify their bid during this ninety (90) day period after bids are opened.
- E. An authorized person representing the legal entity of the bidder must sign bids.

- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the bid form, or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation to Bid have been accepted.
- G. The Town of Simsbury reserves the right to waive any minor informality in a bid when such a waiver is in the best interest of the Town.
- H. The price shall include all equipment, labor and related work to complete the project. Portions of the bid may be awarded all to one contractor or may be divided among various contractors, in the best interest of the Town.

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

Any questions about this project should be directed to: Mr. Anthony Piazza Superintendent WPCF by email at [apiazza@simsbury-ct.gov](mailto:apiazza@simsbury-ct.gov), or by mail Simsbury WPC, 36 Drake Hill Road, Simsbury, CT 06070. To receive consideration, such questions must be received at least seven (7) business days before the established date for receipt of bids. No oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing.

The Town will respond to all appropriate questions received via an addendum available to all prospective bidders. Such addenda will become part of this Invitation to Bid and the resulting contract. At least two (2) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: [www.simsbury-ct.gov/finance/pages/public-bids-and-rfp](http://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp). It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

#### **5. Presumption of Bidder Being Fully Informed:**

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding documents as well as all contract documents for this project. Failure or omission of the bidder to receive or examine any documentation or information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

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

There is a mandatory pre-bid conference scheduled on February 23, 2023 at 10:00 am for this invitation to bid. Respondents are required to attend to become familiar with the site.

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

The specifications, bid and contract documents are to be interpreted as meaning those acceptable to the Town of Simsbury. The Town will issue any substantive changes or interpretations in writing as an addendum.

**8. Tax Exemptions:**

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

**9. Insurance Requirements:**

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

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

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

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

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

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

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

C. Excess Liability Insurance. The CONTRACTOR shall maintain excess liability, which shall be over and above the commercial general liability insurance and business automobile liability insurance requirements, with limits of not less than:

Excess Liability:	\$5,000,000
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Insurance under B, and C above must provide for a 30-day notice to the Town of cancellation/or restrictive amendment.

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

The Town of Simsbury shall be named as additional insured on the general liability, umbrella liability and automobile liability policies. A waiver of subrogation is required in favor of the Town of Simsbury on all insurance policies, including workers' compensation.

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

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

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

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

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

#### **10. Substitution for Name Brands:**

Should brand name items appear in this bid, the bidder must attach specifications for any substitutions and explain how the substitution compares with the specifications of the named brand. The decision on whether to use the substitution or the named brand rests solely with the Town of Simsbury.

#### **11. Awarding the Bid:**

The Town reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, and to waive formalities and informalities in the bidding process. The Town at its discretion will award the bid to the lowest responsible bidder. That bidder is the person or firm who is qualified and competent to do the work, whose past performance is satisfactory to the Town and whose bid documents comply with the procedural requirements stated herein.

**13. Rejection and/or Cancellation of Bids:**

The Town reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in the best interest of the Town.

**14. Delivery Arrangements:** Not applicable**15. Bid Bond:** Not applicable**16. Performance Bond:** Not applicable**17. W-9 Form**

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

**18.Submittals:**

The Bidder shall, as soon as practicable, but not exceed fifteen (15) calendar days, after notification of selection of the award of the bid, furnish to the Owner, in writing the following:

- A. Designation of the Work to be performed by the Contractor's own forces
- B. Names of the manufacturers, products and suppliers of the principal items of materials proposed for the work
- C. Project work schedule

**19. Agreement Documents:**

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- Any Addenda, if issued

**END OF STANDARD INSTRUCTION TO BIDDERS**

**BID FORM**  
**ROOF SAFETY RAILINGS**

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

- To provide all labor, materials, and anything else reasonably necessary to complete all work per the attached specifications.
- If awarded this Contract, we will execute a Contract with the Town of Simsbury, Owner of the properties.

In submitting this BID, the BIDDER acknowledges that:

1. Each lump sum price includes all labor, materials, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the finished work called for regarding the specified section of Town as stated in the Contract Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the lump sum prices, as bid.
2. No representation of warranty has been made by the OWNER that the estimated quantities used for comparison of BIDS will even approximate the actual quantities required to satisfactorily complete the WORK required under this CONTRACT.
3. Upon receipt of written notice of acceptance of this BID by the OWNER, the BIDDER shall execute the CONTRACT attached to these documents within ten (10) calendar days and other documents as required in these documents.
4. In regard to all conditions affecting the WORK to be done and the labor and materials to be furnished, this BID is based solely on the BIDDER'S investigations and findings and neither the OWNER nor its officers, employees or agents shall be held responsible for the accuracy of, or be bound by any information contained in these Contract Documents.

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

\_\_\_\_\_  
*Street* *City* *Zip*

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

**BID FORM  
ROOF SAFETY RAILINGS**

Lump Sum Cost – All Materials for All Locations \$ \_\_\_\_\_

Optional Lump Sum Cost - All Labor for All Locations \$ \_\_\_\_\_

Optional Lump Sum Cost- Roof Access Ladders \$ \_\_\_\_\_

**Building 1**

Material Price Building 1 \$ \_\_\_\_\_

Optional Labor Price Building 1 \$ \_\_\_\_\_

**Building 2A**

Material Price Building 2A \$ \_\_\_\_\_

Optional Labor Price Building 2A \$ \_\_\_\_\_

**Building 2B**

Material Price Building 2B \$ \_\_\_\_\_

Optional Labor Price Building 2B \$ \_\_\_\_\_

Optional Roof Access Ladder \$ \_\_\_\_\_

**Building 6**

Material Price Building 6 \$ \_\_\_\_\_

Optional Labor Price Building 6 \$ \_\_\_\_\_

Optional Roof Access Ladder \$ \_\_\_\_\_

**Building 9**

Material Price Building 9 \$ \_\_\_\_\_

Optional Labor Price Building 9 \$ \_\_\_\_\_

Optional Roof Access Ladder \$ \_\_\_\_\_

**Building 10**

Material Price Building 10 \$ \_\_\_\_\_

Optional Labor Price Building 10 \$ \_\_\_\_\_

Optional Roof Access Ladder \$ \_\_\_\_\_



*Company*

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*Street*

---

*City*

---

*Zip*

*Signature*

Printed Name

IF A SOLELY OWNED COMPANY:

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Town \_\_\_\_\_  
By \_\_\_\_\_  
(Authorized Signature)  
Title \_\_\_\_\_ Date \_\_\_\_\_

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A corporation or limited liability company organized under the laws of  
\_\_\_\_\_, composed of officers as follows:

_____ President	_____ Secretary
_____ Vice President	_____ Treasurer

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of  
\_\_\_\_\_, composed of partners as follows:

_____ Name & Title (if any)	_____ Name & Title (if any)
_____ Name & Title (if any)	_____ Name & Title (if any)

This Bid must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability company, the Bid must be signed by a duly authorized officer of such corporation or Limited Liability Company.

## **BIDDER'S QUALIFICATIONS STATEMENT**

The BIDDER shall answer all of the following questions, as part of the Bid, so that the OWNER can judge the BIDDER's ability, experience and facilities for performing the proposed work.

1. Name of BIDDER: \_\_\_\_\_
2. Bidder's Tax Identification Number: \_\_\_\_\_
3. What year was company organized/formed? \_\_\_\_\_
4. How many years has the BIDDER been engaged in business under the present firm or trade name? \_\_\_\_\_
5. What is the general character or type of work you perform? \_\_\_\_\_  
\_\_\_\_\_
6. Has a claim ever been brought in court or to arbitration against the BIDDER for failure to complete any contracted work or default on a contract? \_\_\_\_\_

If yes, explain with whom and why: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

7. For other similar projects you have under contract at the present time: Attach list with description of work; the name of the client/owner with telephone number; and the approximate value of the work to be performed.

**NOTE:** The BIDDER is required to have completed a minimum of five (5) similar projects as a demonstration of competency and experience for the project proposed herein. Such projects are to be listed below.

8. Attach a list of all projects that your present organization has completed within the past ten years or is presently working on, including name of project, owner and name and telephone number of the owner's representative. Indicate here how many additional pages attached: \_\_\_\_\_ pages.
9. Attach a list of the names, addresses and the background/experience of all principal or key members of the BIDDERS organization, including its officers:

Indicate the number of pages attached: \_\_\_\_\_ pages

**NOTE:** If requested, the BIDDER agrees to furnish the OWNER with a detailed financial statement and other relevant information that may be required by the Town of Simsbury to properly evaluate the qualifications of the BIDDER.

## PROPOSED SUBCONTRACTORS

BIDDER intends to utilize the following subcontractors on this project:

If none, write "None" here: \_\_\_\_\_

NAME AND ADDRESS  
OF SUBCONTRACTOR

DESCRIPTION OF WORK:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT OF BIDDER

State of \_\_\_\_\_, County of \_\_\_\_\_, being first duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of: \_\_\_\_\_ the BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID.
3. He is fully informed respecting the preparation, and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID.
4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in connection with the AGREEMENT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID prices or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Simsbury or any other person interested in the proposed AGREEMENT.
5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and
6. That no elected or appointed official or other officer or employee of the Town of Simsbury, who is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) \_\_\_\_\_

(Name of Bidder)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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

**TOWN OF SIMSBURY**

**Acknowledgement Form  
and  
Charter Section 1103  
Code of the Town of Simsbury**

**ACKNOWLEDGEMENT FORM**

I have read Section 1103 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as a Contractor retained by the Town of Simsbury, and I am in compliance with the Charter and the Code of Ethics. I have indicated in the space below any areas of conflict should they arise in matters before our board, commission, agency or department, and I agree to report any future conflicts under the provisions of Section 1103 of the Charter.

Areas of Exception

**CONFLICTS OF INTEREST  
SECTION 1103**

CONFLICTS OF INTEREST. It is hereby declared to be the policy of the Town that any elected or appointed officer, any member of any board or commission or any employee of the Town who has a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or any board or commission, shall disclose that interest to the Board of Selectmen, which shall record such disclosure upon the official record of its meetings. Such disclosure of a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the town or of any board or commission shall disqualify such elected or appointed official or such member of a board of commission or such town employee from participation in the awarding, assignment or discussion of said contract, transaction or decision. Violation by any such official, board or commission member or employee of the provisions of this section shall be grounds for his/her removal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Date

A copy of the Town Code is available from the Office of the Town Clerk or is available on line at  
[http://www.simsbury-ct.gov/sites/simsburyct/files/file/file/towncode\\_1.pdf](http://www.simsbury-ct.gov/sites/simsburyct/files/file/file/towncode_1.pdf)

**STATEMENT OF BIDDERS COMPLIANCE WITH  
EQUAL EMPLOYMENT OPPORTUNITY LAW AND  
REGULATION INCLUDING EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this project with all applicable laws and regulation regarding equal employment opportunities for minorities and women, and;

Has \_\_\_\_\_ has not \_\_\_\_\_ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Title

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

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

**END OF SECTION**

**ROOF SAFETY RAILINGS**  
**GENERAL SPECIFICATIONS FOR WORK**

**A. Scope of Work**

The Simsbury Water Pollution Control Authority (WPCA) is seeking a qualified contractor to provide all materials and labor for a fall protection railing system that will include several roof top areas on the Water Pollution Control Facility (WPCF) Buildings, which are located at 36 Drake Hill Road, Simsbury, CT 06070.

The Town is relying on the bidder to provide its professional (experience and expertise with regard to industry standards for the project being bid). If bidder believes specifications are not within industry standards, bidder must bring its objection or concern to the Town's attention.

Reference the attached map for a layout of the various buildings.

The safety railing system bid must have the following specifications and must meet all OSHA requirements for this type of railing system -

- The safety railing system will be constructed out of tubular galvanized piping no smaller than 1.5 inches in diameter and have a top rail height between 39"-45".
- The safety railing system will have a tan or light sand powder coat finish. (Paint color to be approved by Simsbury WPCA).
- The safety railing system will meet the OSHA requirements of being able to withstand 200lbs within 2" of the top edge in any outward or downward direction at any point along the top edge of the top rail.
- The safety railing system will have a midrail that will be located in an equal distance from top rail and walking or working surface and be able to withstand 150lbs of force applied in any downward or outward direction at any given point along the midrail.
- All bases shall be constructed out of non-corrosive material and have a weight suitable to support the safety railing system and meet the OSHA requirements to withstand the downward and outward weight limits applied to upper and mid rails
- All safety rail sections must be built to conform to the roof layout of the building locations located in the attached print.
- All bases need to be free from any anchoring devices into the roof or structure.
- The ends of the top railing and mid railing cannot overhang the terminal posts.
- One-year warranty on labor and manufacturers stated warranty on the safety railing system and all components

**Optional item 1:** Seeking a price for installation.

Installation must include:

- Cleanup and site clearing of worksite during and after installation.
- Meeting all building codes and manufacturer recommendations for installation.
- One-year warranty on labor and manufacturers stated warranty on the safety railing system and all components.



**Optional item 2:** Seeking a price for supply and installation of exterior roof access ladders.

Price must include:

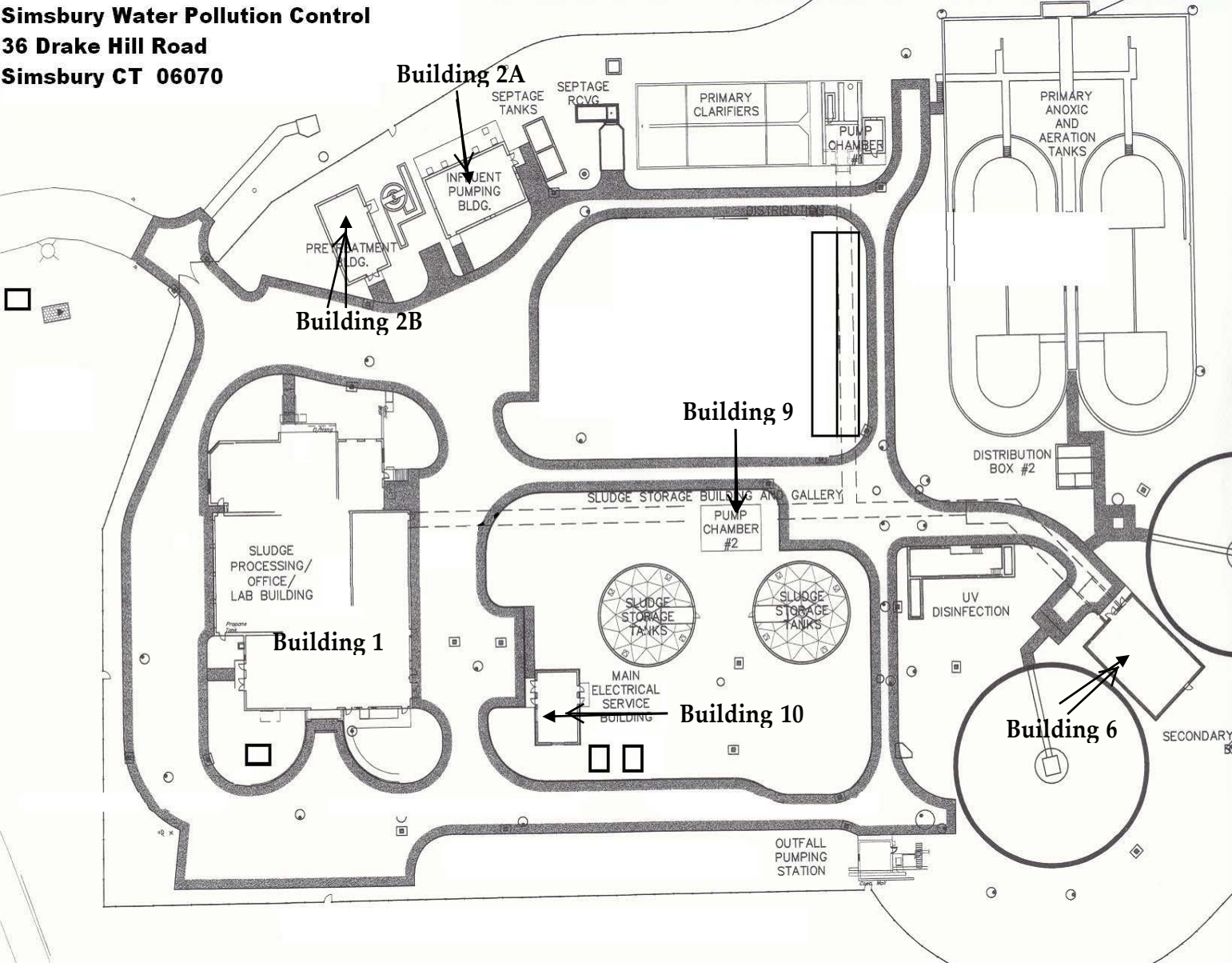
- Supply and installation of ladder.
- Meeting all building codes and manufacturer recommendations for installation.
- One-year warranty on labor and manufacturers stated warranty on the roof access system and all components.

**B. Measurement and Payment**

It is the Simsbury WPCA's intent to award all buildings to one contractor. However, we will need the price per building (materials and labor) broken out by building to complete the project as funds allow. All prices must reflect delivery to the site at 36 Drake Hill Road, Simsbury, CT 06070.

**END OF SECTION**

**Simsbury Water Pollution Control**  
**36 Drake Hill Road**  
**Simsbury CT 06070**



WPCF Building Layout