

TOWN OF GLASTONBURY

INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE & TIME REQUIRED</u>
GL-2015-04	30 & 40 Yard Roll-Off Containers	July 8, 2014 at 11:00 A.M.

The Town of Glastonbury is currently seeking bids to purchase two (2) open top roll-off containers: a 30 cubic yard container and a 40 cubic yard container.

Bid Forms may be obtained from the Town's website at www.glastonbury-ct.gov or at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033, (second level).

The Town reserves the right to waive informalities or reject any part of, or the entire bid, when said action is deemed to be in the best interests of the Town. All Sealed Bids must be submitted to the Office of the Purchasing Agent no later than the time and date indicated. All bids will be publicly opened and read.

The Town of Glastonbury is an Affirmative Action/Equal Opportunity Employer. Minority / Women / Disadvantaged Business Enterprises are encouraged to bid.

Mary F. Visone
Purchasing Agent

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1. Sealed bids (**one original and one copy**) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level). At the designated time of opening, they will be publicly opened, read, recorded and placed on file.
2. Whenever it is deemed to be in the best interest of the Town, The Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
3. The award will be on the basis of the base bid line items selected by the owner. The Town reserves the right to select with or without the load cover.
4. Bids will be carefully evaluated as to conformance with stated specifications.
5. **The envelope enclosing your bid should be clearly marked by bid number, time of bid, opening and date.**
6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, under lined, and attached to the bid.
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
8. Each Bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet this criteria shall not relieve the Bidder of the responsibility of completing the Bid without extra cost to the Town of Glastonbury.
9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the bidder.
10. **THIS ITEM WAIVED:** Each bid must be accompanied by a bid bond payable to the Town form ten percent (10%) of the total amount of the bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of Glastonbury will not be liable for the accrual of any interest on any certified check submitted. Cashier's checks will not be accepted.
11. **THIS ITEM WAIVED:** A 100% Performance and Payment bonds are required of the successful bidder. This bond shall cover all aspects of the specification and shall be delivered

to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bonds will be returned upon the delivery and acceptance of the bid items.

12. The bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful bidder.
13. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations., Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
14. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
15. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8th, 2003 and effective August 1, 2003. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid/proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on **Bids & RFPs**, which will bring you to the links for the Code of Ethics and the Consultant Acknowledgement Form. If the Bidder does not have access to the internet a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid/proposal.
16. **Non Resident Contractors (IF APPLICABLE)**

Upon award the Town is required to report names of nonresidents (out of state) Contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. **A single surety bond for 5% of the entire contract price is required to be filed with DRS by any unverified nonresident prime or general contractor (if awarded) where the contract price for the project is \$250,000 or more.** The contractor will be required to promptly furnish to the Town a copy of the Form AU-968 – Certificate of Compliance issued by the State of Connecticut, DRS. See State of Connecticut Notice SN 2012 (2).
17. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of

their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.

18. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.
19. **It is the responsibility of the bidder to check the Town's website before submitting bid for any addendums posted prior to bid opening.**
20. The Town of Glastonbury is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Bidders are encouraged to submit bid responses that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the bid for review. All bid pages should be secured with a binder clip, staple or elastic band, and shall not be submitted in plastic binder or covers, nor shall the bid contain any plastic inserts or pages. We appreciate your efforts towards a greener environment.

IMPORTANT:

- Failure to comply with general rules may result in disqualification of the Bidder.
- Municipal projects are exempt from Federal Excise Taxes, as well as, State of Connecticut Sales, Use and Service Taxes and should not be included in the Bidder's proposal.

1.0 GENERAL

- 1.1 The purpose of these specifications is to purchase two (2) one each a 30 cubic yard and 40 cubic yard Open Top Roll-Off containers with load cover systems, heavy duty type to be used within the Town's Refuse Disposal Division to handle a variety of solid waste and recyclable materials.
- 1.2 For technical questions regarding this bid shall be made in writing and directed to Michael J. Bisi, Superintendent of Sanitation at mike.bisi@glastonbury-ct.gov. Questions regarding the bidding procedures shall be directed to Mary Visone, Purchasing Agent at purchasing@glastonbury-ct.gov. All questions, answers, and/or addenda, as applicable will be posted on the Town's website at www.glastonbury-ct.gov. (Upon entering the website click on Bids & RFP's). The request must be received at least three (3) days prior to the advertised response deadline. **It is the responsibility of the bidder to check the Town's website before submitting bid for any addendums posted prior to bid opening.**
- 1.3 The Town reserves the right to adjust the quantity and whether the container is equipped with load cover systems based on funding availability.
- 1.4 These specifications are to be considered as minimum unless otherwise stated.
- 1.5 The unit shall comply with all necessary State and Federal laws.
- 1.6 The unit must be fully compatible with present Town roll off truck with no modifications to the roll off truck or truck equipment.

2.0 CONTAINER SPECIFICATIONS FOR BOTH 30 & 40 CUBIC YARD CONTAINERS

- 2.1 Main rails shall be 3/16" with solid bull nose and 4" nose rollers equipped with grease fittings.
- 2.2 Structural Cross-Members shall be 3" and 16" on center with seven (7) gauge gussets on every other corner.
- 2.3 Floor shall be 1/4" thick sheet
- 2.4 Wheels shall be 8" x 10" heavy duty with grease fittings.
- 2.5 Hook shall be 1 1/4" full welded on both sides into 1" plate.
- 2.6 Bulkhead shall be 10 gauge plate.
- 2.7 Sides shall be 10 gauge sheet with 12 gauge four (4) way bend 3" x 9" side posts.
- 2.8 Top rails shall be 3" x 4" 11 gauge structural tube.

- 2.9 Hinge post shall be 3" x 8" x 3/16" formed steel
- 2.10 Hinges – three (3) piano type with machined grease fittings.
- 2.11 Tailgate shall be 3/16" sheet reinforced with structural tubes equipped with a semi-automatic cam lock system. Cam lock fabricated from heavy duty cold rolled steel bar with 1" thick posi-lock cams and 1/2" posi-lock keepers in door.
- 2.12 Front corner shall have seven (7) gauge wraps on top rail.
- 2.13 Container(s) shall have tie down bars and ladder for load inspection on both sides. Ladder shall be installed toward the front of the container.

3.0 PAINT

- 3.1 Exterior, all exterior surfaces shall be coated with two (2) coats of urethane primer and two (2) coats of urethane enamel, color to be dark green as approved by the Town.

4.0 LOAD COVER

- 4.1 Load cover shall be Crank 'N' Go II, Semi-Waterproof, Self- Storing and Self-Securing as manufactured by Aero Industries, Inc., Indianapolis, Indiana. Horizontally mounted parallel cables, move a self-contained tarp and bow system. Unit to have two (2) minimum 1/4" diameter steel drive cables mounted on the outside of the upper side of a container, driven simultaneously by a single front shaft assembly. Two (2) adjustable rear brackets shall contain and be the idlers and able tension for the tailgate end of the drive cables. The front shaft assembly to be driven by a belt and pulley system, operated by a hand crank, operated from the ground. Bow cross tube construction, 1.0" sliding steel with 12" high arched bows, spaced no more than 30" apart. Cover shall completely cover the ENTIRE top opening of the container when fully extended.

5.0 GUARANTEE

- 5.1 Unit shall be guaranteed for a period of one (1) year after date of acceptance.
- 5.2 Any warranty work required shall include vendor pickup and delivery and necessary repairs, all at no additional cost to the Town.

6.0 PAYMENT

- 6.1 Shall be made upon satisfactorily delivering and acceptance of equipment by the Town of Glastonbury and submission of a written invoice to Michael J. Bisi, Superintendent of Sanitation.

INSURANCE

The Bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Bidders Certificate of Insurance.** Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease each employee
- A Waiver of Subrogation shall be provided

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage: Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided

The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Contractor shall be responsible to notify the Town 30 days in advance with written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured on the General Liability and Auto Liability policies. The Bidder shall provide the Town copies of any such insurance policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Bidder's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Bidder, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Bidder to perform or furnish either of the services, or anyone for whose acts the Bidder may be liable.

Proposal of _____
(hereinafter called “bidder”), organized and existing under the laws of the State of _____, doing
business as _____.

To the Town of Glastonbury (hereinafter called “Town”).

In compliance with your invitation to Bid the Bidder hereby proposes to furnish materials and/or
services as per Bid Number **GL-2015-04** in strict accordance with the Bid Documents, within
the time set forth therein, and at the prices stated below.

By submission to this bid, the Bidder certifies, and in the case of a joint bid each party thereto
certifies as to their organization that this bid has been arrived at independently without
consultation, communication, or agreement as to any matter relating to this bid with any other
Bidder or with any competitor.

The Bidder hereby agrees to commence this contract on a date to be specified in the Notice to
Proceed and to fully complete the project within _____consecutive calendar days thereafter.

The Bidder acknowledges receipt of the following Addenda:

Addendum #1_____

Addendum #1_____

Addendum #3_____

**It is the responsibility of the bidder to check the Town’s website for any Addenda before
submitting the bid.**

BID PROPOSAL

<u>Item</u>	<u>Description</u>	<u>Numeric Amount</u>
A.	One (1) - 30 Cubic Yard Container as Specified <u>with</u> Load cover	\$ _____
	\$ _____ (Written Amount)	
B.	One (1) - 30 Cubic Yard Container as Specified <u>without</u> Load cover	\$ _____
	\$ _____ (Written Amount)	
C.	One (1) - 40 Cubic Yard Container as Specified <u>with</u> Load cover	\$ _____
	\$ _____ (Written Amount)	
D.	One (1) - 40 Cubic Yard Container as Specified <u>without</u> Load cover	\$ _____
	\$ _____ (Written Amount)	

CODE OF ETHICS

I/We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I/We are selected. Yes _____ No _____*

*Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the Bidder has not agreed to the above statement.

Respectfully submitted:

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Individual

Street Address

Title

City, State, Zip Code

Date

Telephone Number/Fax Number

E-Mail Address

SS# or TIN#

(Seal – If bid is by a Corporation)
Attest