

TOWN OF GLASTONBURY

INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE & TIME REQUIRED</u>
GL-2015-06	IPEMA Certified Engineered Wood Fiber	July 15, 2014 at 2:00 P.M.

The Town of Glastonbury is currently seeking bids to purchase IPEMA certified, engineered wood fiber.

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

TABLE OF CONTENTS

SECTION

Information for Bidders

IB 1-3

Detailed Specifications

DS 1-2

Insurance Requirements

IR 1

Bid Proposal

BP 1-2

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 basis for the award shall be lowest unit price per cubic yard delivered to the Town of Glastonbury for full loads of IPEMA certified engineered wood fiber.
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 IPEMA certified engineered wood fiber for installation under public playground equipment located in the Town of Glastonbury.
- 1.2 For technical questions regarding this bid shall be made in writing and directed to Raymond E. Purtell, Director of Parks & Recreation ray.purtell@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 product shall meet the requirements of ASTM F2075-04 Standard Specification for Engineered Wood Fiber for use as a Playground Safety Surface under and Around Playground Equipment.
- 1.4 The product shall meet the requirements of ASTM 1951-99 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
- 1.5 The product shall meet the requirements of ASTM F1292-04 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- 1.6 The Bidder shall submit, with the bid proposal, the following documentation:
 - IPEMA Product Certification.
 - Current, valid laboratory test results demonstrating product compliance with ASTM 1292-04, ASTM 2075-04, and ASTM 1951-99.
 - Product liability insurance certificate.
- 1.7 It is the intention of the Town to use this bid for the following purchases.
 - An initial purchase of approximately 550 c.y. of engineered wood fiber for a new playground installation at 252 Welles Street, Glastonbury, CT in July-August 2014. The Town reserves the right to increase or decrease total cubic yards purchased. The product will be purchased in full truck load quantities.
 - Additional engineered, wood fiber needed to maintain all public playground equipment mentioned by the Town of Glastonbury between the period of July 1, 2014 – June 30, 2015. Product will be ordered in full truck load quantities, as needed, and be delivered to 1086 New London Turnpike, Glastonbury, Connecticut. While the quantity is not guaranteed, is estimated to be 140 - 280 cubic yards. The Town reserves the right to increase or decrease total cubic yards purchased.

- 1.8 Bidders shall indicate whether or not they would be willing to extend the proposed delivered unit price per cubic yard for an additional year to cover the period July 1, 2015 – June 30, 2016.
- 1.9 All Bidders shall propose a unit price for the total cost per cubic yard **delivered** to the Town of Glastonbury based on the delivery of a full load of engineered wood fiber in whatever size truck is usual and customary for the Bidder. And shall indicate the bidder's usual and customary full load delivery amount in cubic yards.
- 1.10 Should the lowest qualified Bidder be unable to satisfy the Town's need for product at any time during the Contract period, the Town reserves the right to purchase IPEMA certified engineered wood fiber from another qualified bidder or from other sources known to exist and available for purchase by the Town at the sole discretion of the Town.
- 1.11 Payment shall be made monthly upon invoice from the vendor for product delivered and received by the Town.

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

4) Product liability insurance certificate

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-2015-06** 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>Unit Cost</u>	<u>Total Amount</u>
A.	IPEMA Certified Engineered Wood Fiber delivered to the Town as per section 1.7 – 1.9:	_____ /c.y.	\$ _____
		\$ _____	
(Total Written Amount)			
B.	The Bidder’s usual and customary full load delivery is _____ cubic yards.		
C.	The Bidder is willing to extend the contract period for a second year to include July 1, 2015 – June 30, 2016 at the pricing included in the Bid Proposal: _____ Yes _____ No		
D.	The Bidder has enclosed the following submittals with the Bid Proposal, as applicable:		
	<ul style="list-style-type: none">• Disclosure of past and pending mediation, arbitration and litigation cases as specified in Information for Bidders Section 17.• IPEMA Product Certification.• Current test results demonstrated product compliance with ASTM-1292-04, ASTM F2075-04, and ASTM 1951-99.• Product liability insurance certificate.		

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
(Seal – If bid is by a Corporation)
Attest

SS# or TIN#