

TOWN OF GLASTONBURY

INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE AND TIME RECEIVED</u>
GL-2019-03	Sale of Fill and Sand Material	06-20-18 @ 11:00 a.m.

The Town of Glastonbury is currently seeking bids for Sale of Fill and Sand Material.

Bid Forms may be obtained on 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 interest 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 projected total cost of fill and sand material received from the highest qualified, responsible and responsive bidder for the contract term. In the event that the Town finds computational errors in the bidder's bid, the total cost shall be recalculated by the Town based on the unit prices contained in the bid. Bidders must complete all items on the bid proposal form to be considered. (Reference Bid Proposal Form – BP-1).
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, bidder's company name and address.
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, underlined, 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 for 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 8, 2003 and effective August 1, 2003 and revised October 29, 2013 and effective November 8, 2013. 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 Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click **Bids & Proposals Icon** which will bring you to the links for the **Code of Ethics** and the **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 nonresident (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. 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 bids 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 binders or covers, nor shall the bid contain any plastic inserts or pages. We appreciate your efforts towards a greener environment.
20. Technical questions regarding this bid shall be made in writing and directed to Michael Bisi, Superintendent of Sanitation, email mike.bisi@glastonbury-ct.gov. For administrative questions regarding this Bid, please contact Mary F. Visone, Purchasing Agent, email 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 & Proposals Icon, click the Bid Title to view all bid details and document links.). The request must be received at least three (3) business days prior to the advertised response deadline. **It is the respondent's responsibility to check the website for addenda prior to submission of any bid/proposal.**

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 include in the Bidder's proposal.**

1.0 GENERAL

- 1.1 The Town of Glastonbury, Sanitation Department, Refuse Disposal Division is seeking bids for the sale of excess fill and sand material from the Bulky Waste Landfill located at 1145 Tryon Street, South Glastonbury, CT. It is the Town's intent to award this contract to a vendor who will bid for both fill and sand material.
- 1.2 The excavation shall consist of removal of bank fill material and sand from the Bulky Waste Facility. Bidder shall be responsible for labor and provide equipment to load truck(s). The Town will define the removal area(s) at the site. The Town operates this facility under a Special Permit from the Town Plan and Zoning Commission which is reviewed every two (2) years. The Town does not guarantee renewal of this permit or additional conditions placed on the permit which could impact removal of material.
- 1.3 This bid shall be for a three (3) year period. The Town may consider additional two additional one (1) year extensions to the bid upon mutual agreement between both parties.
- 1.4 The Town may at its discretion cancel this bid at any time by providing 45 calendar days written notification.

2.0 HOURS OF OPERATION

- 2.1 The hours for excavation shall be 7:00 am to 3:00 pm, Monday through Friday. There shall be no operation on Town holidays, Saturday, and Sundays. Holidays are as follows:
 - New Year's Day
 - Martin Luther King Day
 - President's Day
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veteran's Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
- 2.2 The Bidder shall not permit equipment start-up or engine idling on the site prior to the approved hours of operation.
- 2.3 There shall be a restriction of a maximum of 75 truck loads per day and no more than 250 loads per week associated with the sale of materials.

3.0 MATERIALS

- 3.1 The Town does not certify the quality of the materials within the limits of the defined excavation. The Town makes no representation of the material quality beyond what is visible.
- 3.2 The Town, at its discretion, may allow intermittent use by the Bidder of a crusher unit for processing of materials. Use of the crusher shall not exceed 20 days per year.
- 3.3 The Town, at its discretion may allow intermittent use by the Bidder of a screening plant for processing materials.

4.0 MATERIAL QUANTITY

- 4.1 The Town has established maximum quantities (tons) of material to be removed annually as detailed in the bid proposal sheet. The Town at its discretion may adjust these quantities accordingly.
- 4.2 The Bidder shall be responsible to remove materials as defined in the area limits. This shall include extraneous materials such as rocks.

5.0 SITE ACCESS

- 5.1 Access to the site will be from Main Street (Route 17) via Old Maids Lane to Tryon Street to the Bulky Waste Facility. No other access route will be permitted. All vehicles and equipment must be in compliance with State and Federal Laws. Laws and or regulations regarding excess speed, noise, and or unsecured loads will be strictly enforced.

6.0 MAINTENANCE OF SITE

- 6.1 The Bidder shall provide ongoing maintenance of the work area to include:
- Excavation of slopes shall not exceed 2:1 or maximum lengths of slopes in excess of 2:1 shall not exceed 15 feet in vertical height.
 - Tracking mats shall be installed and maintained by the Bidder for the duration of the excavation activity to reduce material tracked onto the roadway. Shall excess material be tracked onto the roadway, the Bidder shall be responsible for cleanup as directed by the Town.

7.0 SPILLAGE

- 7.1 To prevent spillage from the trucks and wind-blown air pollution, the Bidder shall cover all truck loads with a tarpaulin or similar device.

8.0 VEHICLE IDENTIFICATION

- 8.1 The Bidder shall mark clearly all trucks with the hauler's name and an identification number.

9.0 SAFETY

9.1 The Bidder will conduct all operations safely to prevent hazards to persons, physical damage to adjacent land or improvements, and damage to any roadway.

10.0 MEASUREMENT

10.1 Tonnage shall be determined using the scale at the Bulky Waste Facility.

10.2 The Bidder shall sign load slips for each load as the truck passes the Town's gate keeper. The Truck driver will receive a duplicate of the load slips.

11.0 PAYMENT

11.1 Invoices for the amount of materials removed will be calculated based on scale weight tickets and sent to the Bidder by the Town monthly. The Bidder shall make payments in full to the Town based on these invoices.

11.2 Payments to Town shall be made within fifteen (15) calendar days following issuance of the invoice by the Town with payment sent to the Town of Glastonbury, Sanitation Department/Refuse Disposal Division, PO Box 6523, Glastonbury, CT 06033, Attention Michael J. Bisi, Superintendent of Sanitation.

11.3 Should the Bidder fail to make payment within 15 days, or processes a payment with an insufficient funded check, the Bidder may be prohibited from further operations.

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 of Glastonbury 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. All policies shall contain a waiver of subrogation. **These requirements shall be clearly stated in the remarks section on the Bidder's 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-VIII. 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 60 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 of Glastonbury 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.



TOWN OF GLASTONBURY * 2155 MAIN STREET * GLASTONBURY * CT

BID / PROPOSAL NO: GL-2019-02 **DATE DUE:** 06-20-18

DATE ADVERTISED: 06-06-18 **TIME DUE:** 11:00 AM

NAME OF PROJECT: SALE OF FILL AND SAND MATERIAL

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY (TONS)</u>	<u>UNIT COST PER TON</u>	<u>PROJECTED TOTAL COST</u>
Fill Material (July 2018 - June 2021)	60,000	\$ _____	\$ _____
Sand Material (July 2018 - June 2021)	30,000	\$ _____	\$ _____
Total Fill and Sand Material			\$ _____

Written Total Fill and Sand Material _____

Bidder willing to extend contract pricing July 2021 - June 2022 year? YES _____ NO _____

Bidder willing to extend contract pricing July 2022 - June 2023 year? YES _____ NO _____

For the convenience of the bidders the following chart will detail estimated quantities in tons by year. The estimated quantities are not guaranteed however are provided for the purpose of determination of bid award.

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY (TONS)</u>
Fill Material (July 2018 - June 2019)	25,000
Fill Material (July 2019 - June 2020)	20,000
Fill Material (July 2020 - June 2021)	15,000
	<u>60,000</u>
Sand Material (July 2018 - June 2019)	10,000
Sand Material (July 2019 - June 2020)	10,000
Sand Material (July 2020 - June 2021)	10,000
	<u>30,000</u>

Bidder Name: _____

In compliance with this Invitation to Bid, the Bidder hereby proposes to provide goods and/or services as per this solicitation in strict accordance with the Bid Documents, within the time set forth therein, and at the prices submitted with their bid response.

It is the responsibility of the Bidder to clearly mark the outside of the bid envelope with the Bid Number, Date and Time of Bid Opening, and it also THE RESPONSIBILITY OF THE BIDDER TO CHECK THE TOWN'S WEBSITE BEFORE SUBMITTING BID FOR ADDENDA POSTED PRIOR TO BID OPENING.

THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA AS REQUIRED:

Addendum #1 _____(Initial/Date) Addendum #2 _____(Initial/Date) Addendum #3 _____(Initial/Date)

NON-COLLUSION AFFIDAVIT:

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to their own 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.

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.

_____	_____
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