

TOWN OF GLASTONBURY

INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE AND TIME RECEIVED</u>
GL-2010-49	Sale of Fill Material	May 20, 2010 @ 10:00 a.m.

Bid Forms may be obtained on the Town's website at [www.glastonbury-ct.gov](http://www.glastonbury-ct.gov) or at the Office of the Purchasing Agent, Town Hall, 2155 Main street, Glastonbury, Connecticut 06033 (main 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 for each category. All Bids will be publicly opened and read.

Mary F. Visone  
Purchasing Agent

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 bid total cost unless otherwise specified.
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, 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<sup>th</sup>, 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](http://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)**

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. **Upon award, all nonresident contractors must furnish a five percent (5%) sales tax guarantee bond (state form AU-766), or a cash bond for 5% of the total contract price (state form AU-72) to DRS even though this project is exempt from most sales and use taxes.**

See State Notice to Nonresident Contractors SN 2005(12). If the above bond is not provided the Town is required to withhold 5% from Contractor's payments and forward it to the State DRS.

Contractor must promptly furnish to the Town a copy of the Certificate of Compliance issued by the State DRS.
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 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.

**IMPORTANT:** Failure to comply with general rules may result in disqualification of the bidder.

## **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 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
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

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

The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. 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.

**SALE OF FILL MATERIAL  
DETAILED SPECIFICATIONS**

**BID #GL-2010-49  
DS-1**

**1.0 GENERAL**

- 1.1 The Town of Glastonbury, Sanitation Department, Refuse Disposal Division is seeking bids for the sale of excess fill material at the Bulky Waste Landfill located at 1145 Tryon Street, South Glastonbury, CT.
- 1.2 The excavation shall consist of removal of bank material from the Tryon Street Bulky Waste Facility. The Physical Services Department will flag the removal area 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 including contract termination. The Town reserves the right to award this bid to multiple bidders.

**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 50 truck loads per day associated with the sale of fill material. In the case of multiple awards, the Bidder with the highest unit price per ton shall have priority for scheduling.

**3.0 MATERIALS**

3.1 The Town does not certify the quality of the fill material within the limits of the work as shown by the flagging on the site. The Town makes no representation of the material beyond what is visible.

3.2 The Town, at its discretion, may allow intermittent use by the Bidder of vendor supplied crusher unit for processing of materials. Vendor is responsible for operator – No Town operator will be provided. Use of the crusher shall not exceed 20 days per year.

**SALE OF FILL MATERIAL  
DETAILED SPECIFICATIONS**

**BID #GL-2010-49  
DS-2**

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 a maximum of 25,000 tons of material to be removed within the first twelve (12) months of this bid. The Town at its discretion may allow additional materials to be sold beyond this amount.

4.2 The Town shall establish how much, if any, of the additional materials will be sold beyond the initial 25,000 tons during the first twelve (12) months.

4.3 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. The Bidder is cautioned that excessive speed and noise will not be acceptable and can result in termination of the contract.

**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. Bidder shall be responsible for any repairs to any damaged property.

**SALE OF FILL MATERIAL  
DETAILED SPECIFICATIONS**

**BID#GL-2010-49  
DS-3**

**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 and sent to the Bidder by the Town. The Bidder shall make monthly payments to the Town based on these invoices.
- 11.2 If the Bidder fails to make full payment within 30 days, or makes payment with a bad check, the Bidder may be prohibited from further operations.

**12.0 AWARD OF BID**

- 12.1 The Town of Glastonbury reserves the right to award this bid to a single Bidder or multiple Bidders. The award of each bid shall be based on the Bid Proposal unit price per ton for each individual bid award. Bid prices are not negotiable.

**13.0 QUESTIONS**

- 13.1 Any technical questions regarding the bid shall be made in writing (email acceptable) and directed to Michael Bisi, Superintendent of Sanitation, 2149 Main Street, Glastonbury, CT 06033; [mike.bisi@glastonbury-ct.gov](mailto:mike.bisi@glastonbury-ct.gov) . Telephone (860)-652-7774 between the hours of 8:00 A.M. – 4:30 P.M. For administrative questions concerning this bid/proposal, please contact Mary F. Visone, Purchasing Agent, at (860)-652-7588. All questions, answers, and/or addenda, as applicable, will be posted on the Town's website at [www.glastonbury-ct.gov](http://www.glastonbury-ct.gov). (Upon entering the website click on Bids & RFPs). The request must be received at least five (5) business 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.**



**SALE OF FILL MATERIAL  
BID PROPOSAL**

**BID GL-2010-49  
BP-1**

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-2010-49 in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

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.

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 Addendum:

Addendum #1\_\_\_\_\_

Addendum #2\_\_\_\_\_

Addendum #3\_\_\_\_\_



THIS FORM AND THE  
REQUIRED BID/PROPOSAL  
MUST BE RETURNED

**BP-2**

**TOWN OF  
GLASTONBURY  
BID / PROPOSAL  
DATE ADVERTISED**

**05-06-10**

**GL #  
DATE / TIME DUE**

**2010-49  
05-20-10 @ 10:00  
a.m.**

**NAME OF PROJECT**

**SALE OF FILL MATERIAL**

**---BID PROPOSAL---**

PLEASE PROVIDE BID INFORMATION ON BID PROPOSAL FORM WHICH IS ATTACHED. BE CERTAIN TO SIGN AND COMPLETE THIS PAGE, FORWARDING TO THE PURCHASING DEPARTMENT ALONG WITH YOUR BID PROPOSAL.

**It is the responsibility of the bidder to check the Town's website before submitting bid for any addendum posted prior to bid opening.**

**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

**SALE OF FILL MATERIAL  
BID PROPOSAL**

**BID#GL-2010-49  
BP-3**

ITEM

NO.

DESCRIPTION

BID PRICE

A. Quantity to be removed.

1. Fill - In Bank – Maximum of 25,000 tons  
within first 12 months.
2. Removal to Begin \_\_\_\_\_ Date
3. Removal to End \_\_\_\_\_ Date

\$ \_\_\_\_\_/Ton

B. Additional quantity to be removed but  
not included with 25,000 tons quantity above.

1. Fill - In Bank – Maximum of up to 50,000 tons  
or a part thereof.
2. Removal to Begin \_\_\_\_\_ Date
3. Removal to End \_\_\_\_\_ Date

\$ \_\_\_\_\_/Ton

C. Quantity to be removed. (Not included with above quantities.)

1. Fill - In Bank – Maximum of up to 25,000 tons  
or a part thereof.
2. Removal to begin \_\_\_\_\_ Date
3. Removal to end \_\_\_\_\_ Date

\$ \_\_\_\_\_/Ton

Bidder \_\_\_\_\_ Date \_\_\_\_\_