

TOWN OF GLASTONBURYINVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE & TIME REQUIRED</u>
GL-2011-27	Bituminous Concrete Materials	04-06-2011 @ 11:00 A.M.

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.

An Affirmative Action/Equal Opportunity Employer. Minority / Women and Disadvantaged Business Enterprises are encouraged to bid.

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 Town shall make a multiple award, listing all responsive and responsible bids as determined by the Town.
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:** 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)**

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 bid/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 addendums posted on the Town's website 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 bid 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.
21. Any technical questions regarding this RFP shall be made in writing (email acceptable) and directed to Charles Mahan, Physical Services Operation Manager, 2380 New London Turnpike, Glastonbury, CT 06033; charles.mahan@glastonbury-ct.gov. Telephone 860-652-7754 between the hours of 8:00 a.m. – 3:00 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. (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 respondent's responsibility to check the website for addenda prior to submission of any bid/proposal.**

IMPORTANT: Failure to comply with the 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 and the Board of Education 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 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 and Waiver of Subrogation on the General Liability policy. 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.

1.0 GENERAL PURPOSE

The Town of Glastonbury Physical Services Department seeking bids for the purchase of hot bituminous concrete of different grades (approximately 2,000 tons) to be picked up by the Town, as required during the 2011 construction season (April 2011 until asphalt plants close on or about December 2011).

2.0 SCOPE

The bidder shall make available bituminous concrete materials for pick up by the Town of Glastonbury forces. Bidders shall supply all needed equipment, operators and labor necessary to on-load the materials.

3.0 GENERAL INFORMATION

- a. The Town reserves the right to accept or reject individual items when it is deemed in the best interest of the Town. The Town may either purchase all of the items listed, or select from those listed as required.
- b. The Town reserves the right to increase or decrease quantities.
- c. Bids will be carefully evaluated as to their conformance with stated specifications.
- d. The Town shall make a multiple award, listing all responsive and responsible bids as determined by the Town. Bidders are advised that the Town reserves the right to include the bidder's plant location as a factor of the award criteria when placing orders. Bidders shall state the location of their plant(s) and the distance to the Town of Glastonbury, Public Works facility located at 2380 New London Turnpike, Glastonbury, CT.

4.0 SPECIFICATIONS

- a. The hot bituminous concrete materials supplied shall be in accordance with the applicable specifications in the Connecticut Department of Transportation Standard Specifications for Road Bridge and Incidental Construction Form 816.

5.0 BID PRICE

- a. Bid prices at the bidders's plant shall be net price per ton (2,000 lbs.) FOB plant, loaded into the Town of Glastonbury trucks.
- b. Please note that the Town of Glastonbury is exempt from all Federal, State and Local sales taxes.

6.0 REQUIRED SUBMITTALS

Vendors must submit the following information with their bid proposal.

- a. Material Data Safety Sheets (MSDS)

7.0 CONTRACT TERM

- a. The contract period shall be for one (1) year from the date of award, with the option to extend for one (1) additional year or portion thereof, upon notice from the Town of Glastonbury and mutual agreement of the bidders(s).

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-2011-27 Bituminous Concrete Materials 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 acknowledges receipt of the following Addendum (As Applicable):

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____

BID PROPOSAL

NET PRICE PER TON AT PLANT LOADED INTO TOWN OF GLASTONBURY TRUCKS:

Item #	Description/Grades	Price per Ton Picked Up	Plant Location	Distance to Town of Glastonbury
1	Class 1 virgin material binder with 1/2" aggregate	\$ _____	_____	_____
2	Class 1 with R.A.P. binder with 1/2" aggregate	\$ _____	_____	_____
3	Class 2 virgin material top course with 3/8" aggregate	\$ _____	_____	_____
4	Class 2 with R.A.P. top course with 3/8" aggregate	\$ _____	_____	_____
5	Class 3 virgin curb mix with 3/8" aggregate	\$ _____	_____	_____
6	Class 3 curb mix with R.A.P. with 3/8" aggregate	\$ _____	_____	_____

It is the responsibility of the Respondent 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 ADDENDUMS 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.**

Signature of Bidder

(Telephone)

(Name of Bidder)

(Fax Number)

By: _____
(Title)

(SS* or TIN#)

(Business Address)

(E-mail Address)

(City, State & Zip)