

TOWN OF GLASTONBURY

INVITATION TO BID

<u>Bid #</u>	<u>ITEM</u>	<u>Date and Time Required</u>
GL-2014-09	Aluminum Trench Shield	August 13, 2013 @ 11:00 a.m.

Town of Glastonbury proposes to allow Highway Department personnel the ability to safely excavate and install 20' sections of pipe following OSHA guidelines using the longest, lightest and strongest trench shield engineered and rated to a minimum of 12' in c-0 soils.

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, CT 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 a Affirmative Action/Equal Opportunity Employer. Minority/Women/Disadvantaged Business Enterprises are encouraged to bid.

Mary F. Visone
Purchasing Agent

INFORMATION FOR RESPONDENTS

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. Delivery shall be no later than 6-8 weeks upon receipt of order by the Town of Glastonbury.
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 Respondent or relieve him/her from fulfilling any of the conditions of the Bid.
8. Each Respondent 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 Respondent 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 Respondent 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 Respondent.

INFORMATION FOR RESPONDENTS

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 Respondent 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 Respondent. 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 Respondent 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 Respondent 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 Respondent. An Affirmative Action Statement will be required by the successful Respondent.
13. Respondent 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. Respondent further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Respondent'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. Respondent is required to review the Town of Glastonbury Code of Ethics adopted July 8th, 2003 and effective August 1, 2003. Respondent shall acknowledge that they have reviewed the document in the area provided on the bid / proposal response page (BP). The selected Respondent 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.glasct.org. Upon entering the website click on **General Information**, then **Bids and Quotes** which will bring you to the links for the **Code of Ethics** and the **Consultant Acknowledgement Form**. If the Respondent 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**

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. Respondent 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 Respondent 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 Respondent based upon this disclosure shall lie solely with the Town.
18. Respondent 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. Respondent 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.

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

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 the Board of Education 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.

ALUMINUM TRENCH SHIELD SPECIFICATIONS

DS-1

Purpose: To allow Highway Department personnel the ability to safely excavate and install 20' sections of pipe following OSHA guidelines using the longest, lightest and strongest trench shield engineered and rated to a minimum of 12' in c-60 soils.

CONSTRUCTION:

1. TRENCH SHIELD TO BE 6' X 22' WITH 4' AND 6' SPREADERS
2. ALUMINUM 6061-T6 ALLOY USED IN CONSTRUCTION WITH EXTRUDED MEMBERS ARRANGED VERTICALLY AND HORIZONTALLY AND COVERED BY ALUMINUM PLATES. INNER AND OUTER SKINS TO BE CONTINUOUSLY WELDED. SMOOTH INTERIOR WALL. MAXIMUM WEIGHT NOT TO EXCEED 4500 LBS.
3. 4' AND 6' SPREADERS CONSTRUCTED OF 8" SCHEDULE 80 PIPES COATED WITH TWO COATS OF RUST INHIBITIVE PAINT.
4. TOP HORIZONTAL CARRYING MEMBER SHALL HAVE HARDWOOD CORE PRESSED INTO PLACE. A FULL CAP PLATE OF 1" THICK ALUMINUM SHALL BE FULLY WELDED TO TOP HORIZONTAL.
5. TOP LIFTING LUGS TO BE PROVIDED TO LIFT SHIELD IN AND OUT OF TRENCH AND BUILT INTO TOP RAIL NOT TO EXTEND PAST RAIL HEIGHT. BOTTOM KNIFE EDGE LIFTING LUGS ARE TO BE PROVIDED, WHICH ARE USED IN THE SHIELD ASSEMBLY AND DISASSEMBLY.
6. COMPLETE LENGTH OF BOTTOM EDGE TO BE CONSTRUCTED AS KNIFE EDGE WITH REINFORCED TOE PLATES.
7. SYSTEM WILL HAVE ABILITY TO BE FULLY ASSEMBLED IN THE FIELD WITH ALL CONNECTIONS PINNED NOT BOLTED.
8. ATTACHING HARDWARE AND CONNECTING PINS ARE MADE OF HIGH STRENGTH NICAD PLATED STEEL TO PREVENT RUSTING.
9. ALL TRENCH SHIELDS ARE PROVIDED WITH MANUFACTURES NAME PLATE PERMANENTLY ATTACHED TO SIDE WALL, AND MANUFACTURES TABULATED DATA WILL BE PROVIDED AND ATTACHED TO SHIELD.
10. INCLUDED WITH TRENCH SHIELD WILL BE A 4-WAY LIFTING CHAIN TO BE ATTACHED TO TOP LIFTING LUGS AND HIGHWAY DEPARTMENTS EXCAVATOR (VOLVO EW 180 C) FOR LIFTING IN AND OUT OF TRENCH.
11. BID PRICE IS FOB TOWN OF GLASTONBURY.
12. SUCCESSFUL BIDDER WILL INCLUDE IN BID PRICE AN INITIAL ON SITE OPERATIONAL DEMONSTRATION AND INSTRUCTIONS ON PROPER USE AND SET UP OF EQUIPMENT. SUCCESSFUL BIDDER WILL COORDINATE TRAINING WITH TOWN OF GLASTONBURY HIGHWAY SUPERINTENDANT.
13. TRENCH SHIELD TO BE WARRANTEED AGAINST DEFECTS FOR A MINIMUM OF TWO (2) YEARS AFTER ACCEPTANCE BY TOWN OF GLASTONBURY.
14. MUST BE DELIVERED AND ACCEPTED BY SEPTEMBER 30, 2013

Proposal of _____ (hereinafter called
“Respondent”), 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 Respondent hereby proposes to furnish materials
And/or services as per Bid Number GL-2014-09 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 Respondent certifies, and in the case of a joint bid each party
There to 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 Respondent or with any competitor.

The Respondent acknowledges receipt of the following:

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____

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

**TOWN OF
GLASTONBURY
BID / PROPOSAL**

DATE ADVERTISED

7/31/13

GL #

2014-09

DATE / TIME DUE

8/13/13

NAME OF PROJECT

Aluminum Trench Shield

TOTAL BID AMOUNT:

(Numeric Amount)

Written Amount

SPECIFY DELIVERY DAYS UPON RECEIPT OF ORDER: _____

Bid Checklist:

____ Addendum

____ Delivery Schedule

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.

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#