PROPOSAL
B020-08
For:
SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT
For:
VARIOUS DEPARTMENTS

TO: Adam B. Tulin
Purchasing Officer
142 East Main Street, Room 210
Meriden, CT 06450-8022

Date of Opening: October 17, 2019
11:00 AM, Prevailing Local Time

The undersigned, _____, doing business in the City/Town of _____, in the

State of _____, submits herewith, in conformity with the general instructions, conditions and specifications the following:

SECTION A THROUGH H – EQUIPMENT WITH OPERATOR AND FUEL, AS SPECIFIED

SECTION and DESCRIPTION	**MAKE/VIN #/PLATE #**	MODEL	YEAR	GVW	Water Level Cap – C.Y.	TRACK or RUBBER TIRE	HOURLY RATE w/ Operator & Fuel
A) Two-Axle Dump Truck w/ 4-Way Power Angle Plow, Sander, & Operator: Min. GVW: 28,000 lbs.							
➡							
➡							
➡							
➡							
➡							

IF YOU ARE NOT BIDDING AN ITEM, PLEASE WRITE "NO BID" UNDER DESCRIPTION

PROPOSAL FOR B019- SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT: Page 2

CONTRACTOR NAME:_____

SECTION and DESCRIPTION	**MAKE/VIN #/PLATE #**	MODEL	YEAR	GVW	Water Level Cap – C.Y.	TRACK or RUBBER TIRE	HOURLY RATE w/ Operator & Fuel
B) TRI-Axle Truck w/ 4-way Power Angle Plow Sander, & operator: Min. GVW 28,000 lbs.							
➡							
➡							
➡							
➡							
➡							
➡							
➡							
➡							
➡							
➡							

IF YOU ARE NOT BIDDING AN ITEM, PLEASE WRITE "NO BID" UNDER DESCRIPTION

PROPOSAL FOR B020-08 SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT: Page 3

CONTRACTOR NAME: _____

SECTION and DESCRIPTION	**MAKE/VIN #/PLATE #**	MODEL	YEAR	GVW	Water Level Cap – C.Y.	TRACK or RUBBER TIRE	HOURLY RATE w/ Operator & Fuel
C) Tri-axle trucks & tandem Trucks w/ Operator for Hauling & Dumping: Min. GVW 28,000 lbs.							
➡							
➡							
➡							
➡							
➡							
➡							
➡							
➡							

IF YOU ARE NOT BIDDING AN ITEM, PLEASE WRITE "NO BID" UNDER DESCRIPTION

PROPOSAL FOR B020-08 SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT: Page 4

CONTRACTOR NAME: _____

SECTION and DESCRIPTION	**MAKE/VIN #/PLATE #**	MODEL	YEAR	GVW	Water Level Cap – C.Y.	TRACK or RUBBER TIRE	HOURLY RATE w/ Operator & Fuel
D) Pick-up truck w/ 4-way power angle plow and Operator: Min. GVW 1,500 lbs.							
➡							
➡							
➡							
➡							
➡							
➡							
➡							
➡							
➡							
➡							

IF YOU ARE NOT BIDDING AN ITEM, PLEASE WRITE "NO BID" UNDER DESCRIPTION

PROPOSAL FOR B020-08 SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT: Page 5

CONTRACTOR NAME: _____

SECTION and DESCRIPTION	**MAKE/VIN #/PLATE #**	MODEL	YEAR	GVW	Water Level Cap – C.Y.	TRACK or RUBBER TIRE	HOURLY RATE w/ Operator & Fuel
E) One (1) Ton Dump Truck with 4 way Power Angle Plow, Sander and Operator, GVW 10,001 LBSs to 14,000 lbs.							
➡							
➡							
➡							
➡							
➡							
➡							
➡							
➡							
➡							

IF YOU ARE NOT BIDDING AN ITEM, PLEASE WRITE "NO BID" UNDER DESCRIPTION

PROPOSAL FOR B020-08 SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT: Page 6

CONTRACTOR NAME: _____

SECTION and DESCRIPTION	**MAKE/VIN #/PLATE #**	MODEL	YEAR	GVW	Water Level Cap – C.Y.	TRACK or RUBBER TIRE	HOURLY RATE w/ Operator & Fuel
F) Vehicle Front-Mounted Snow Thrower With Operator							
➡							
➡							
➡							
➡							
➡							
➡							
➡							
➡							
➡							

IF YOU ARE NOT BIDDING AN ITEM, PLEASE WRITE "NO BID" UNDER DESCRIPTION

PROPOSAL FOR B020-08 SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT: Page 7

CONTRACTOR NAME: _____

SECTION and DESCRIPTION	**MAKE/VIN #/PLATE #**	MODEL	YEAR	GVW	Water Level Cap – C.Y.	TRACK or RUBBER TIRE	HOURLY RATE w/ Operator & Fuel
G) Front End Loader with 3 Cubic Yard Bucket, With Operator							
➡							
➡							
➡							
➡							
➡							
➡							
➡							
➡							
➡							
➡							

IF YOU ARE NOT BIDDING AN ITEM, PLEASE WRITE "NO BID" UNDER DESCRIPTION

PROPOSAL FOR B020-08 SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT: Page 8

CONTRACTOR NAME: _____

SECTION and DESCRIPTION	MAKE	MODEL	YEAR	GVW	Water Level Cap – C.Y.	TRACK or RUBBER TIRE	HOURLY RATE w/ Operator & Fuel
H) Snow-blower with Operator, min. Size: 5 H.P.							
➡							
➡							
➡							
➡							
➡							
➡							
➡							
➡							
➡							
➡							

IF YOU ARE NOT BIDDING AN ITEM, PLEASE WRITE "NO BID" UNDER DESCRIPTION

All prices must be in ink or type written. In the event of a bidder's mathematical error in tabulating any bid prices, ***the written unit prices shall govern.***

PLEASE FILL OUT COMPLETELY:
Receipt of Addenda is acknowledged:
No.:_____ Dated: _____
No.:_____ Dated: _____

Name of Bidder: _____

Address: _____

_____ Zip Code _____

By: _____
(Please print or type) Title

Is your Company an MBE? Yes _____ an SBE? Yes_____ or a DBE? Yes_____

Signature: _____

Dated: _____ Telephone: _____ Fax: _____ E-mail: _____

PLEASE NOTE: All spaces must be filled in with figures or words or your bid may be automatically rejected. Return this Proposal, attach the Non-Collusive Bid Statement, the Phone Number Page and where applicable, the Request for Status as a Meriden Based Business.

THIS PAGE MUST BE SUBMITTED WITH YOUR BID

CONTACT NAMES AND PHONE NUMBER FOR B020-08
SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT

This information will be used by the City when calling the Contractor to request service. The phone numbers will be called in the order they appear in Item C.

A) COMPANY NAME: _____

B) Name and title of person(s) directly responsible to accept work: _____

_____

C) List the contact name, phone number and type of phone (i.e. business, cell, beeper, pager, etc.),
NOTE: The numbers will be called in this order:

1st call) Name: _____ Number: _____ Type of number: _____

2nd call) Name: _____ Number: _____ Type of number: _____

3rd call) Name: _____ Number: _____ Type of number: _____

4th call) Name: _____ Number: _____ Type of number: _____

Please list below, any additional information regarding the phone numbers:

_____

_____

_____

THIS FORM SHALL BE SUBMITTED WITH BID AND UPDATED, AS NEEDED

PURCHASING DEPARTMENT
ROOM 210 CITY HALL
142 EAST MAIN STREET
MERIDEN, CONNECTICUT 06450-8022

ADAM B. TULIN
PURCHASING OFFICER

PHONE 203-630-4115
FAX: 203-630-3852

THIS PAGE MUST BE SUBMITTED WITH BID
NON-COLLUSIVE BID STATEMENT

BID FOR: B020-08 Snow/Ice Clearing & Hauling and Related Equipment for Various Departments

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, under-standing, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition, and;

2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purposes of inducing the City of Meriden to consider the bid and make an award in accordance therewith.

_____
Legal Name of Bidder

_____
Business Address

_____
Please Print Name and Title of Person Authorized to Sign

_____
Signature

Date	Phone Number & Extension	Fax Number	e-mail address

REQUEST FOR STATUS AS A MERIDEN BASED BUSINESS

B020-08

Bidders are specifically advised that the City of Meriden has adopted Code 3-13A which requires, but is not limited to, a local preference requiring, in part, that a "City based business" shall mean a business with its principal place of business located within the boundaries of the City of Meriden. A business shall not be considered a "City based business" unless evidence satisfactory to the Purchasing Department has been submitted with each bid by said business to establish that is has a bona fide principal place of business in the City of Meriden. Such evidence may include evidence of ownership or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

In determining the lowest responsible bidder, the Purchasing Department shall also consider the following:

1) Any City based business bidder which has submitted a bid not more than ten (10%) percent higher than the low bid.

Such City based business shall agree to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than the same time of the bid opening on the next business day following the opening of the bid.

If more than one City based business bidder have submitted bids not more than ten (10%) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one which has submitted the lowest bid.

This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.

The bidder may submit any additional information he/she desires that he/she feels establishes the company as a city based business, including but not limited to; evidence of ownership, a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

1) Name of Bidder: _____

2) Meriden's Office Address: _____

3) Type of ownership: Minority owned: _____ Yes _____ No

4) If a corporation, where incorporated: _____

5) Former name (if applicable): _____

6) The undersigned hereby authorizes and requests any persons, firms, or corporations to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Request for Status as a City Based Business.

Dated at:_____ this:_____ day of _____, 2018

Name of bidder: _____

By: _____ Title: _____

IF REQUESTING STATUS AS A MERIDEN BASED BUSINESS, SUBMIT THIS FORM WITH YOUR PROPOSAL.

GENERAL INSTRUCTIONS AND CONDITIONS

B020-08

For: SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT

For: Various Departments

Sealed bids, subject to the general instructions, conditions and specifications as provided, will be received by the Purchasing Officer of the City of Meriden, 142 East Main St., Rm. 210, City Hall, Meriden, CT until: October 24, 2019, at 10:00 AM prevailing local time, and thereafter immediately opened and read in public.

1. PROPOSALS:

Proposals are to be submitted on the attached proposal forms. They must be submitted in a sealed envelope with a surety in the amount stipulated in the Invitation to Bid. When a Certified Check is the surety required only the following will be accepted: Certified Check, Money Order, Cashier's Check, Treasurer's Check, or Official Check.

BID WILL BE AUTOMATICALLY REJECTED FOR ANYONE SUBMITTING A SURETY OTHER THAN THOSE SPECIFIED.

The sealed envelope must have the Bidder's name and address in the upper left-hand corner and the words "BID DOCUMENT"'

For: B020-08 SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT

To be opened on October 17, 2019 at 11:00 AM in the lower left hand corner.

Bids must be made out and signed in the corporate or other, name of Bidder, and must be fully and properly executed by an authorized person.

Bids received later than the time and date specified will not be considered.

Amendments to or withdrawal of bids received later than the time and date set for the bid opening will not be considered.

All spaces must be filled in with figures or words or your bid may be automatically rejected.

Bidders or their representatives may be present at the bid opening.

2. PRICE:

Prices bid must include delivery without extra compensation.

CONTINUED ON NEXT PAGE

3. TAXES:

The City of Meriden is exempt from the payment of all excise taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut, such taxes should not be included in the bid price.

Exemption Certificates will be furnished, upon request, to the successful bidder.

4. AWARD:

The Purchasing Officer reserves the right to make an award on the bid which, by the Officer's judgment and recommendation from the:

Director of Public Works or his designated representative following bid evaluations best meet the specifications and is deemed to be in the best interest of the City of Meriden.

The Purchasing Officer, upon the recommendation from the:

Director of Public Works or his designated representative further reserves the right to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if, in their judgment, the best interest of the City of Meriden will be so served.

5. DELIVERY OR LOCATION:

See Specifications.

6. GUARANTEE OR OTHER:

Insurance as required in the Insurance Requirements section.

7. ADDITIONAL INFORMATION:

For additional information contact:

City of Meriden Purchasing Department, Meriden, CT 06450 at (203) 630-4115

All questions should be sent to: meridenpurchasing@meridenct.gov.

Addenda will be posted to the City website no later than three (3) days prior to bid due date. It will be the Bidder's responsibility to periodically check the City website (www.meridenct.gov) for updates regarding this bid.

END OF GENERAL INSTRUCTIONS AND CONDITIONS

SPECIAL INSTRUCTIONS FOR B020-08
SNOW/ICE CLEARING AND HAULING AND RELATED EQUIPMENT

The prices provided for Snow Removal will be utilized for any City emergencies, such as tornadoes, hurricanes, severe ice storms, etc., and will be included in the City's Emergency Response Program under the direction of the City Manager and/or the Emergency Operations' Officers.

Bidders are encouraged to offer as much equipment as possible, as the City from time to time utilizes the prices offered in this bid, and elsewhere, in seeking Contractors. On the Proposal Pages, you must list the Plate Number and corresponding VIN of each vehicle being offered for service. The City reserves the right to request your vehicle registration to verify this information. No vehicle will be awarded unless the Plate number and corresponding VIN and insurance policy covers said vehicle at time of award.

The City reserves the right to contract separately work expected to exceed $15,000.00.

All prices bid shall be the price per hour and shall include the equipment complete (including fuel) with operator (where indicated).

The City will pay one (1) guarantee of $2,500.00 per Contractor (regardless of how many vehicles are bid for Section "A" only) who accepts to plow snow for **SECTION "A" ONLY**– two-axle dump truck with **4-way power angle plow, sander, and operator and fuel** with a minimum gross vehicle weight of 28,000 lbs. This one-time guarantee is in case of no snow or other adverse weather when the City requires additional help and will be given only to those Contractors who were sent a Notice of Award and have executed a contract with the City of Meriden. If it does snow, but you earn less than $2,500.00, the City will pay you the difference between what you earned and the $2,500.00. This stipulation is per Contractor, not per vehicle. Invoices requesting this $2,500.00 guarantee must be sent to the City prior April 30, 2020.

PLEASE NOTE: If however, you are called out to plow for a storm or other adverse weather conditions and you decline the work, you will automatically forfeit the $2,500.00 guarantee.

While awards will be based on price per hour, other criteria (in no particular order) will also be taken into consideration, including the following:

1) Type, size and condition of vehicles.
2) Number of trucks available to the City.
3) Other types of equipment available for City use.
4) Snow plowing and operating experience of the driver.
5) Residence or Business located in the City of Meriden.
6) Ability to obtain and maintain the insurance coverage required by the City for the duration of the contract period.

PLEASE NOTE:

If you receive a Notice of Award, it means the City has accepted your bid, IT IS **NOT** A GUARANTEE OF WORK. Contractors may be called in if there is a snow/ice event greater than twelve (12) inches.

All Contractors working for the City of Meriden must have City decals on all vehicles at all times. The decals will be supplied by the City at no cost to the Contractor.

CONTINUED ON NEXT PAGE

CDL Licenses:

Upon Award, the Contractor shall provide proof that their drivers have successfully passed a CDL drug test and a medical card (both of which shall remain valid for the duration of the contract period), if operating a vehicle(s) that requires a Commercial Driver's License utilized in this bid. This list shall be kept current for the duration of this contract, and it is the responsibility of the Contractor to notify the City of Meriden of any changes (additions or deletions) to that list.

END OF SPECIAL INSTRUCTIONS

GENERAL REQUIREMENTS FOR B020-08
SNOW/ICE CLEARING & HAULING AND RELATED EQUIPMENT

These General Requirements apply to every section of this Bid.

The main purpose of this Bid is to obtain the price for each item listed. Said price shall be inclusive for personnel (operator -where indicated), equipment, fuel, etc.

All payments shall be made on straight time basis ONLY. See invoicing below.

The City reserves the right to determine the efficiency of the Contractor's performance and may terminate the work, and/or substitute with the City's forces or other contracted forces to complete the work, if it is in the City's best interest.

A Notice of Award will be sent to all successful Contractors, which will be conditional upon you furnishing **and maintaining** to the City of Meriden a Certificate of Insurance naming the City of Meriden as ADDITIONAL INSURED for all policies excluding Worker's Compensation for the duration of the contract period. The coverage and limits are located in the Insurance Requirements section of this Bid. If you are not required to carry Workers' Compensation by applicable laws, the Contractor must submit a letter in writing to that effect.

NOTE: Per the Automobile Coverage, of the Insurance Requirements for Automobile requires coverage for "Any automobile". In lieu of the policy covering any vehicle registered to your company, the Contractor may request that the City inspect specific vehicles bid for the compliance, verification of VIN & plate number, inspect the general condition of the vehicle and will issue a decal to be affixed to the driver's side door of said insured and inspected vehicle. The City reserves the right to inspect any Contractor's vehicles during the contract period. If any vehicle is found to be in violation of the VIN verification & plate number or decal policies, the City will cease the use of your services immediately and it is understood that the Contractor has forfeited payment for services rendered by the vehicle without a verified VIN, verified plate number or decal. Also, the Contractor will forfeit the $2,500.00 guarantee of work (if applicable) and your entire contract may be terminated. Invoices requesting this $2,500.00 guarantee must be sent to the City prior April 30, 2019.

On the Proposal Pages, you must list the Plate Number & VIN of each vehicle.

All drivers must call in to the City operations center approximately once every hour, either by phone or by radio. Failure to do so will lead the City to believe that your vehicle is not operating.

Minimum Specifications:

1. The City will furnish, load and provide salt, other de-icing and screened or surface stabilizing material to the Contractor, when the service is requested and authorized by the City.

2. No work will start until authorized by the Director of Public Works or his authorized representative. The authorized representative will coordinate the Contractor's snow and ice work from a Public Works location designated by the City.

CONTINUED ON NEXT PAGE

Minimum Specifications – Continued:

3. The Contractor will be paid hourly. The Contractor shall fully cooperate in performing the work in a timely and effective fashion. Invoices shall show dates, times, equipment utilized and hours worked times the rate bid. **Lump sum invoices are not acceptable.** Invoices are required to be submitted within 14 calendar days after date of service. All invoices shall have the bid number and a valid purchase order listed.

   Invoices shall be submitted to: Director of Public Works
   142 East Main Street, Room 19
   Meriden, CT 06450

4. The City shall inspect the equipment/vehicle being offered for bid to determine its readiness and state of repair. If the City decides the equipment/vehicle is not satisfactory for use, no award will be made. The Director of Public Works, or his designated representative's decision is final. The City also reserves the right to inspect, at any time, the Contractor's facilities and equipment/vehicle during the contract period to determine continued availability, state of repair and readiness of any equipment/vehicle awarded. If the City decides a piece of equipment/vehicle is not satisfactory for use, the item will be eliminated from the list of awarded equipment. The Director of Public Works, or his designated representative's decision is final.

5. The Contractor shall utilize equipment, staff and practices to not harm the City facilities involved in the work. The Contractor and his workers shall, at all times, protect the public safety and private property in proximity to the work or any liability directly relating to negligence. Any damage, dangerous condition or problem shall be immediately reported to the Department of Public Works contact person. Failure to do so could result in revocation of the contract or other actions.

6. It shall be the City's sole discretion when a Contractor is authorized to work.

7. The City will determine the acceptability of the quality of work performed. If the work is of unacceptable quality, the City may request the Contractor to perform additional work on that part of the facilities, without additional compensation, may retain a portion of the payment or if the Contractor is unwilling to correct the problem, the City may utilize other resources to perform the work with a deduction of the expenses from the amount owed the Contractor.

8. The Contractor shall be knowledgeable of all relevant safety practices, laws and regulations and ensure compliance.

9. The price bid shall be valid from **date of the Notice of Award** until **June 30, 2020.**

10. The Contractor shall fully cooperate with the Director of Public Works, or his designated representative and accept all requests and orders unless they would, in some way, jeopardize the Contractor's workers or the general public.

11. The bid price for each item shall constitute the entire payment for the service performed, including but not limited to all labor, equipment, fuel, tools, and materials to perform the work, or related thereto. An exception to this is that the City will provide salt and/or sand to the Contractor for Snow/Ice removed.

12. The Contractor shall be required to attend meetings and provide paperwork regarding the work as determined by the City.

13. The work may not be assigned or subcontracted without the express written approval of the City.

14. The bidder shall provide documentation of his experience, manpower and equipment available with his bid.

15. Although the specification requires machine applied salt, there may be certain situations or locations that may require hand application. If there is a need for hand application, there will be no additional payment above the approved bid prices, unless specifically authorized by the Director of Public Works, or his designated representative.

16. The Director of Public Works, or his designated representative shall, when required, determine the suitability of equipment for the specific work.

17. The Contractor shall be available to be contacted by telephone 24 hours a day, 7 days a week. The Contractor shall complete the Phone Number page preceding the Proposal Pages and submit that with their bid. This information will be used by the City when they call the Contractor(s) for work. The Contractor agrees that the City work contained herein shall take priority over other work and once contacted, the **Contractor will work exclusively on the City's work noted herein**. If you are called by the Director of Public Works or his designated representative two (2) times and you fail to perform, as bid, you will be required to meet with City representatives to discuss bid performance. If you are called by the Director of Public Works or his designated representative three (3) times and you fail to perform as bid, the City reserves the right to not utilize your equipment for the duration of your bid. We will then call the next Contractor on the list to offer them the work.

18. The term "snow clearing" refers to snow/ice, combined, as is usually the case, or separately as the case may be.

19. All work shall, at all times, be performed in a neat and professional manner.

20. In most cases, the snow and/or ice removed or cleared may be stored adjacent to the work area however, the Contractor is cautioned that there may be instances or locations that require the removal of the material off-site. In the event that there is a need to remove material off-site, and such work is specifically authorized by the City, the Contractor will be paid the hourly rate for the ITEM C) Tri-Axle and Tandem Trucks with Operators (where applicable" for Hauling (Minimum Gross Vehicle Weight = 28,000 lbs.)". The City shall determine the location of the disposal area.

21. Any apparent errors, duplication or omissions in the specifications or the definition of the work shall be immediately brought to the attention of the City.

22. The City will furnish each contracted driver a radio that is compatible with the City's digital radio system. This radio will be used to communicate and coordinate work with each driver. This radio is GPS enabled. The radio shall be returned to the City upon completion of the assigned task. Failure to return the radio will result in the City charging the Contractor $1,000.00 for its replacement. Each furnished vehicle is required to have a plug in connection, similar to those used for cell phone chargers in order to use the radio. Failure to do so, will result in the City turning this vehicle and operator away and will require the Contractor to furnish a similar vehicle that meets the specifications for the respective section, and was included in the Contractor's bid.

23. The City reserves the right to inspect all vehicles the Contractor is proposing to user prior to issuing approval for use of the equipment.

24. The Contractor shall provide written documentation that the sanders have been calibrated to ensure the most effective use of supplied product.

END OF GENERAL REQUIREMENTS

INSTRUCTIONS TO BIDDERS AND STANDARD TERMS AND CONDITIONS B020-08

1. Receipt and Opening of Bids:

   The City of Meriden, Connecticut, (herein called the "City"), invites bids on the forms attached hereto, all blanks of which shall be appropriately filled in. Separate sealed proposals will be received by the Purchasing Officer, or authorized Representative, in Room 210, City Hall, Meriden, Connecticut, 06450-8022 until the time and date stated in the Invitation to Bid. Bids shall then be publicly opened and read aloud.

   All Proposals shall be submitted in sealed opaque (non-see through) envelopes clearly labeled with the Bidder's name, address, and the name of the Project for which the bid is submitted. The words "BID DOCUMENT" must appear on the envelope and the time and the date to be opened. If mailed, the sealed envelope containing the proposal, marked as described above, shall be enclosed in another envelope properly addressed for mailing. No responsibility will be attached to any City Representative or employee for the premature opening of a Bid not properly addressed and identified.

2. Preparation of the Bid:

   Each bid shall be submitted on the proposal form included. Proposals shall be signed by the Proposer and all blank spaces for bid prices, manufacturer, model number, delivery, etc., shall be filled in ink or typewritten, both in words and figures. No change shall be made in the phraseology of the proposal or in the items and requirements of the specifications, all addendum (addenda) thereof.

3. Bid Surety: NO SURETY REQUIRED FOR THIS BID.

   ~~Each bid shall be accompanied by the surety, in the form and sum stipulated in the Invitation to Bid. When a CERTIFIED CHECK is the surety, only a Certified Check, Money Order, Cashier's Check, Treasurer's Check, or Official Check will be accepted. The bid will automatically be rejected for anyone submitting a surety other than those specified. Failure to provide surety shall result in the rejection of your Bid.~~
   ~~Surety will be returned to all, except the successful bidder(s). Promptly after the successful bidder(s) delivers the item(s), their surety will be returned.~~
   ~~Should the City not issue a Notice of Award within the number of calendar days stipulated in the Invitation to Bid, after the date of the actual opening of bids, the City, upon the request of the bidder(s) shall return surety.~~

   ~~4. The successful bidder may substitute a new Certified Check, a Performance Bond or Supply Bond in an amount equal to Five Percent (5%) or more if stipulated in the Bidding Documents of the total dollar amount to the actual bid awarded. This may be especially beneficial if your original surety covered more items or services than you are awarded.~~

5. Liquidated Damages:

   The successful bidder, upon his/her failure or refusal to deliver the item(s) or perform the service(s) within the time requested, or offered, shall forfeit to the City, as liquidated damages for such failure or refusal, an amount equal to the surety deposited with his/her bid. Such forfeiture shall not be considered a penalty, but liquidated damages to compensate the City for the loss or deprivation of such necessary item(s) or service(s).

CONTINUED ON NEXT PAGE

6. Qualifications of Bidder:

Bidders shall be regular dealers in the item(s) or service(s) specified. The City may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, provide the item(s) or service(s). The bidder shall furnish to the City all such information and data for the purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligation of the bid and to complete the work contemplated therein. Conditional bids may not be accepted.

Bidders claiming status under Local Preference are hereby required to submit with their bid an additional form, and attach it to the proposal pages, titled "Request for Status as a Meriden Based Business."

7. Addenda and Interpretations:

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Purchasing Officer, and e-mailed to: meridenpurchasing@meridenct.gov.

Addenda will be posted to the City website no later than three (3) days prior to bid due date. It will be the Bidder's responsibility to periodically check the City website (www.meridenct.gov) for updates regarding this bid.

No request shall be honored if less than seven (7) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplementary instructions, will be in the form of a written Addenda to the specifications which, if issued, will be e-mailed, or faxed or sent via USPS Certified Mail to all prospective bidders at their respective e-mail addresses, faxes or mailing addresses furnished for such purpose, not later than three (3) days prior to the date fixed for the opening of proposals. Failure of any bidder to receive any such Addenda or interpretation shall not relieve any bidder from any obligations under this bid as submitted.

8. Subcontractors:

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontractor award cannot be given by the City unless and until the successful bidder submits all information and evidence to the City regarding the proposed subcontractor requested by the City. Although the bidder is not required to attach such information and evidence to the bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

9. Withdrawal of Bids:

Bids may be withdrawn personally or on written request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation of a facsimile request, is placed in the mail and postmarked prior to the time set for the bid opening. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modification of the bid after such bid has been opened.

10. Method of Award – Lowest Qualified Bidder:

The Purchasing Officer reserves the right to make an award on the Bid which, by the Officer's judgment and recommendation from the User Department following Bid evaluations, best meets the Specifications and is deemed to be in the best interest of the City of Meriden.

CONTINUED ON THE NEXT PAGE

10. Method of Award - Lowest Qualified Bidder: Continued:

City of Meriden – Local Preference:

Bidders are specifically advised that the City of Meriden has adopted Code 3-13A, which requires, but is not limited to, a local preference requiring, in part, that a "City Based Business" shall mean a business with its principal place of business located within the boundaries of the City of Meriden. A business shall not be considered a "City Based Business" unless evidence satisfactory to the Purchasing Department has been submitted with each bid (forms are included in the bidding documents) by said business to establish that it has a bona fide principal place of business in the City of Meriden. Such evidence may include evidence of ownership or a long-term lease of real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

In determining the lowest responsible bidder, the Purchasing Department shall also consider the following:

1. Any City Based Business bidder who has submitted a bid not more than ten (10) percent higher than the low bid. Such City Based Business shall agree to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than the same time of the bid opening on the next business day following the opening of the bid. If more than one City Based Business bidder have submitted bids not more than ten (10) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be the one which has submitted the lowest bid. This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.

2. The Lowest Responsible Bidder:

2.1 A Contract will not be awarded to any corporation, firm or individual who is in arrears to the City of Meriden, Connecticut by debt, contract, firm or who is in default as security or otherwise by any obligation to the City of Meriden, Connecticut.

2.2 In the event that there is a discrepancy between price written in words and the price in figures, the price written in words shall govern.

2.3 The City reserves the right to increase or decrease the quantity of each item bid upon at the same bid price stated in the proposal form.

2.4 The delivery date may be a factor considered in awarding a bid and may result in an award to a vendor other than the lowest bidder.

2.5 The City reserves the right to correct any award erroneously made as a result of a clerical error.

2.6 The right is reserved to reject any or all bids, in whole or in part, to award any items, group of items, or total Bid, and to waive informality or technical defects, if it is deemed in the best interest of the City of Meriden.

All prices must be in ink or type written. In the event of a bidder's mathematical error in tabulating any bid prices, ***the written unit prices shall govern.***

11. Corrections:
    Erasures of other changes in the bid must be explained or noted over the signature of the bidder.

12. Obligation of Bidder:
    At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the Specifications and other Bid Documents (including any addendum or addenda). The failure or omission of any bidder to receive or examine any form, instrument or document which has been sent to the address given by such bidder, or the failure of the bidder to familiarize themselves with the conditions relative to the specifications, shall in no way relieve any obligation in respect to the bid.

    The bidder is responsible for submitting a bid that will conform to all existing Federal, State of Connecticut, and City of Meriden Statutes, Ordinances, and Regulations. Attention is called specifically to the State requirement relative to the licensing of corporations and Registrations of partnerships and fictitious names.

    Where it is the intent of the specifications to describe a vehicle or a piece of equipment, the vehicle or equipment shall meet all State and Federal health, safety and environmental standards, as applicable. All ports and attachments not specifically described, but necessary to complete the equipment, shall be furnished conforming to the highest standards of quality workmanship provided by accepted engineering practices as indicated in the specifications, and shall comply with any applicable requirements of the Occupational Safety and Health Act (OSHA).

13. "Or Equal"
    Whenever a material, article or piece of equipment is identified in the Bidding Documents by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design, will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Purchasing Officer, and recommendation from the user agency or department, to be of equal substance and function.

14. Patents:
    The Bidder shall hold and save the City and its' officers, agents, servants, and employees harmless from liability of any nature or kind, including the cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Bid, including its use by the City unless otherwise specifically stipulated in the Bidding Documents.

15. Payment:
    The City, unless stated otherwise in the Bidding Documents, will make payment to the vendor not less than thirty (30) days following delivery of the item(s) or service(s).

    Cash discounts offered shall be for at least a period of thirty (30) days, from date of delivery to be considered, otherwise, bids should be net.

    The City of Meriden is exempt from the payment of the excise taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut, under Connecticut General Statute 12-412, such taxes shall not be included in the bid price.

CONTINUED ON NEXT PAGE

16. Delivery Date:

All of the item(s) or service(s) shall be delivered to the location as indicated in the general instructions, in the number of calendar days from the date of the City's Notice of Award as specified by the bidder on the Proposal Forms. (Reference Article Five).

17. A Contract shall not be awarded to any corporation, firm, or individual who is in arrears to the City by debt or Contract, or who is in default as surety or otherwise by any obligation to the City.

18. Termination:

As per Agreement(s) and the City's rights as set forth herein, shall be in addition to the City's other rights in case of Bidder default, whether set forth in the Agreement(s) or not.

19. Default beyond control:

The Bidder shall not be liable for damages or for default due to causes beyond his/her control and without his/her fault or negligence, provided the Bidder exercises due diligence in promptly notifying the City of conditions which will result in delay, and provided further, if the Bidder's delay is caused by the default of a subcontractor or supplier, such default arises out of causes beyond the default of both the Bidder and sub-contractor or supplier, and without the fault of negligence of either of them, and the supplies or service(s) to be furnished by the subcontractor were not obtainable from other sources.

20. Quality:

All materials, equipment, and supplies shall be subject to rigid inspection. If defective material, equipment or supplies are discovered, the Bidder shall remove or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the City of Meriden will in no way lessen the responsibility of the Bidder, or release him/her from his/her obligation to perform and deliver to the City, sound and satisfactory materials, equipment or supplies, or allow the cost to be deducted from any monies due him/her from the City of Meriden.

21. Non-Collusive Bid Statement:

All Bidders shall be required to provide a signed Non-Collusive Statement with this bid on the form provided as follows:

The bid has been arrived at by the Bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or completion, and

The Contents of the Bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder of its surety on any bond furnished with the Bid, and will not be communicated to any such person prior to the official opening of the Bid.

22. Insurance:

The successful firm shall be required to provide a Certificate of Insurance indicating general liability, automobile liability, workers compensation liability and other coverages established by the City's Risk Manager.

CONTINUED ON NEXT PAGE

23. Ethics:

The City of Meriden Code of Ethics, Sections 21-1 through 21-15 of the City Code, are incorporated herein by reference and the terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City as a result of this Bid as if those terms were set forth in such contract or agreement.

Bidders are also advised that the Code of Ethics contains provisions with respect to paid contractors and former employees and officials. Copies of the Code of Ethics may be obtained from the City Clerk's Office.

BIDDERS SHOULD NOTE THAT CONTRACTS, AGREEMENTS AND BIDS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS, ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.

24. Awards in Case of a Tie:

In the event there are two or more responsible bidders, the decision will be based by the following, and in the following order:

1. The incumbent will be awarded the bid over that of another bidder.

2. In the case of a multi-item bid, if one bidder has been awarded other items from the same Bid And the other bidder has not, the bidder with the multiple awards will be awarded the bid over That of another bidder.

3. The bidder located in the State of Connecticut will be awarded the bid over that of another bidder.

4. By coin toss, the winner of the coin toss will be awarded the bid over that of another bidder.

25. ~~Permit Fees:~~ - N/A

~~The Contractor shall be responsible for obtaining all necessary permits required by the City of Meriden prior to commencement of work. Contact the Building Department at (203) 630-4091 for the required permits. The City of Meriden WILL **NOT** WAIVE ANY PERMIT FEES.~~

26. Assignment of Contract:

No contract may be assigned or transferred without the written consent of the Purchasing Officer or her designee.

27. City Hall Closing:

If Meriden City Hall is closed for inclement weather, or any other unforeseen event, bids will be due at the same time on the next business day that City Hall is open.

END OF INSTRUCTIONS TO BIDDERS

Insurance Requirements

B020-08 *

Provider shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Meriden as an Additional Insured on a primary and non-contributory basis to all policies except Pollution Liability and Workers Compensation. All policies except Pollution Liability should also include a Waiver of Subrogation. Umbrella or Excess Liability should either sit over or follow form over Workers Compensation, General Liability and Auto Liability and be included in the description of the certificate. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII. In addition, all Carriers are subject to approval by the City of Meriden.

		(Minimum Limits)
General Liability	Each Occurrence	$1,000,000
	General Aggregate	$2,000,000
	Products/Completed Operations Aggregate	$2,000,000
Auto Liability	Combined Single Limit Each Accident	$1,000,000
	*Includes Any Auto, Hired and Non-Owned Autos	
Umbrella (Excess Liability)	Each Occurrence	$1,000,000
	Aggregate	$1,000,000
Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	$500,000
	EL Disease Each Employee	$500,000
	EL Disease Policy Limit	$500,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of Meriden prior to contract issuance. Provider agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies.