

# **City of Meriden, Connecticut**

**Purchasing Department** 

**Invitation to Bid** 

# Bituminous Concrete, Concrete, Stone, Sand, Screened Sand, Etc

For

**DPW and Highway** 

Meriden, CT

B020-29

Proposals Due: May 5, 2020 @ 11:00 AM

Purchasing Department 142 East Main St. Room 210 Meriden, CT 06450 (203) 630-4115

## LEGAL NOTICE

#### **INVITATION TO BID**

#### The City of Meriden is accepting sealed bids for:

# **B020-29** BITUMINOUS CONCRETE, CONCRETE, STONE, SAND, SCREENED SAND, ETC

For:

#### VARIOUS DEPARTMENTS

The City of Meriden is looking to purchase bituminous concrete, concrete, stone, sand, screened sand, etc for use with the Department of Public Works and Highway Department.

The Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, form of Bid Bond, Performance Bond, and Labor & Material Payment Bond may be examined on or after April 14, 2020 between the hours of 8:00 A.M. and 5:00 P.M. daily, except Saturdays, Sundays and Holidays.

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department or on the City of Meriden website (<u>www.meridenct.gov/business/bids-rfps/</u>) or on the State of Connecticut Department of Administrative Services website (<u>www.biznet.ct.gov</u>). Bids will be accepted at the Purchasing Department, 142 East Main St, Room 210, Meriden, Connecticut 06450 until **11:00 AM local time on May 5, 2020** at which time they will be publicly opened and read. Any bid received after the time and date specified shall not be considered.

The right is reserved 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 it is deemed to be in the best interest of the City of Meriden. No bidder may withdraw their bid within sixty (60) days of the date of the bid opening.

The City of Meriden is an Affirmative Action/Equal Opportunity Employers. Small, Minority, Women and Disadvantaged Business Enterprises are encouraged to respond.

Adam B Tulin Purchasing Officer City of Meriden, CT 06450-8022

Dated: April 14, 2020



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

#### ADAM B TULIN, MPA PURCHASING OFFICER

PHONE 203-630-4115

## SHALL BE SUBMITTED WITH BID

## NON-COLLUSIVE BID STATEMENT

## BID FOR: **<u>B020-29 BITUMINOUS CONCRETE, CONCRETE, STONE, SAND, SCREENED SAND,</u> <u>ETC. FOR VARIOUS DEPTS.</u>**

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, 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 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

#### REQUEST FOR STATUS AS A MERIDEN BASED BUSINESS B020-29

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 <u>no later than the same time of the bid</u> <u>opening on the next business day</u> 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	ip: Minority owned:	Yes	No	
4) If a corporation,	where incorporated:			
5) Former name (if	applicable):			
	hereby authorizes and request ed by the City of Meriden, in v iness.	• 1	1	•
Dated at:7	this:	day of		_, 2020
Name of bidder:				
By:		Title:		
IF REQUESTING ST	TATUS AS A MERIDEN BASED	<b>BUSINESS, SUBMIT THI</b>	S FORM WITH YO	UR PROPOSAL.

#### GENERAL INSTRUCTIONS AND CONDITIONS B020-29 FOR: BITUMINOUS CONCRETE, CONCRETE, STONE, SAND, SCREENED SAND, ETC. 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 in Room 210, City Hall, Meriden, CT until:

May 5, 2020 at 11:00 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 MAY 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: <u>B020-29 BITUMINOUS CONCRETE, CONCRETE, STONE, SAND, SCREENED SAND, ETC.</u> FOR VARIOUS DEPTS.

To be opened on <u>May 5, 2020 at 11:00 AM</u>. 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. <u>PRICE:</u>

Prices bid must include delivery without extra compensation.

#### 3. <u>TAXES</u>:

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. <u>AWARD:</u>

The Purchasing Officer reserves the right to make an award on the bid which, by the Officer's judgment and recommendation from the <u>Various Department Heads</u> 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 <u>Various Department Heads</u> 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:

As Per Proposal. Applies to all City of Meriden Departments.

- <u>GUARANTEE OR OTHER</u>: Pricing shall be valid for 1 year 7/1/20 6/30/21. As per State of Connecticut, Department of Transportation Specifications Form 817, or as amended.
- 7. **<u>PURCHASING CARD PAYMENTS (P-Card)</u>**: This card is a Visa Card. The City intends to use this card as payment for invoices. Please state on Proposal Page if you are willing to accept this as payment.

#### 8. **PAYMENT TERM DISCOUNTS:**

State on the Proposal Page if you offer a discount for quick payment. Example: 2% net 10. Also, please state if this discount would apply when the City of Meriden pays with a Visa Card.

#### 9. ADDITIONAL INFORMATION:

All questions should be sent to: <u>meridenpurchasing@meridenct.gov</u>

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

#### **SPECIAL INSTRUCTIONS FOR B020-29**

## All prices bid shall be valid for 1 year from July 1, 2020 until June 30, 2021.

# There are two (2) sections to this bid. Section 1 is for Items #1 through #29. Section 2 is for Items #30 Washed Sand, Item #31 Mason Sand and Item #32 Screened Sand.

All items shall be awarded individually to the lowest responsible bidder. Departments will call for delivery; no automatic deliveries.

The City of Meriden reserves the right to obtain any product from an alternate company if you are unable to provide that product.

All items shall conform to State of Connecticut, Department of Transportation, Form 817, or as amended. This bid is for the Department of Public Works, Department of Public Utilities, Department of Parks, Recreation & Public Buildings, and any other city department. Invoices shall be sent to the appropriate city department. The City of Meriden reserves the right to obtain any item from a different Contractor, if the awarded Contractor(s) fails to keep any item readily available for delivery or pick-up.

NOTE: When any given material is <u>to be picked up</u> by the City at the vendor's plant, the distance from the City's Public Works Facility at 55 Michael Drive, Meriden CT to the vendor's plant MUST BE within twenty (20) miles, to be calculated by MapQuest as the "shortest route", if truck traffic is permitted. State on the Proposal Pages the plant pick-up location. For items that must remain hot (Items #1- #7), the City will only consider pick-up at your plant when the ambient outside temperature will enable the product to remain at optimum temperature upon arrival in Meriden.

#### **BID SURETY**:

There is no surety required to be submitted with this bid.

#### **INSURANCE**:

The successful bidder(s) will be required to maintain a Certificate of Insurance for the duration of the contract period with the types and limits stated in the Insurance Requirements section of this bid.

#### **EXTENSION**:

Thirty days prior to the expiration of the resulting contract, the parties may, by mutual agreement, extend them for up to two (2) additional one (1) year terms.

#### SAFETY DATA SHEET:

Each Contractor is responsible to furnish a copy of your firm's Safety Data Sheet with this bid. Each Contractor is also responsible to furnish a copy of the SDS within 5 days after Notice of Award is issued to the following City representatives:

Howard Weissberg, P.E., Director of Public Works – 142 East Main Street, Room 19, Meriden CT 06450 Richard Meskill, Director of Public Utilities – 117 Parker Avenue, Meriden CT 06450 Christian Bourdon, Director of Parks, Recreation and Public Buildings – 460 Liberty Street, Meriden CT 06450

#### END OF SPECIAL INSTRUCTIONS

#### MINIMUM SPECIFICATIONS FOR B020-29 SECTION 1 - BITUMINOUS CONCRETE, CONCRETE, STONE, ETC. FOR VARIOUS DEPARTMENTS

## **SECTION 1**)

ITEM 1, 2, 3, 4, 5, 6, and 7) BITUMINOUS CONCRETE (Class I, Class II, Class III, Class IV, Class 12 and Hot Mix Asphalt Superpave 0.50 & 1.0 Design Level 2 per State of CT DOT Requirements):

Bid price per ton at plant and bid price per ton delivered to various locations in the City of Meriden. All asphalt delivered to the City of Meriden must be transported in heated dump bodies to ensure the temperature of the mix is within the tolerances prescribed in Form 817.

#### ITEM 8A & 8B) TACK COAT EMULSION:

Tack Coat Emulsion in 5 gallon pails. Bid price for pick-up at plant of a five gallon pail. Also, price per gallon for delivery by truck to various locations in the City of Meriden.

#### ITEM 9A) COLD PATCH:

Bid price per ton at plant.

#### ITEM 9B) WINTER HOT MIX (NON-RECYCLED):

Bid price per ton at plant. State on Proposal Page pick up location and the dates Winter Hot Mix is available.

# ITEM 10, 11, 12, 13 and 14) 3,000 POUND, 3,500 POUND, 4,000 POUND, 4,500 POUND and 5,000 POUND PER SQUARE INCH (PSI) TEST CONCRETE:

Bid price per cubic yard delivered to various locations in the City of Meriden. **Submit design mix and test results.** 

#### ITEM 15, 16 and 17) 1/2", 3/4" and 1 1/4" STONE:

Bid price per ton at plant and bid price per ton delivered to various locations in the City of Meriden.

#### ITEM 18 and 19) <sup>3</sup>/<sub>4</sub>" and 1 <sup>1</sup>/<sub>4</sub> " PROCESSED STONE:

Bid price per ton at plant and bid price per ton delivered to various locations in the City of Meriden.

#### ITEM 20) CRUSHED RECYCLED AGGREGATE - 4" MINUS:

Bid price per ton at plant and bid price per ton delivered to various locations in the City of Meriden. The material shall conform to Processed Aggregate, M.02.06, Grading "A" and "B" of Form 817.

#### ITEM 21) RECLAIMED AGGREGATE - 1 1/4" MINUS:

Bid price per ton at plant and bid price per ton delivered to various locations in the City of Meriden. This material shall conform to Processed Aggregate, M.02.06, Grading "B" of Form 817.

## MINIMUM SPECIFICATIONS FOR B020-29 SECTION 1: Page 2

# SECTION 1: Continued:

## ITEM 22, 23 and 24) MODIFIED, INTERMEDIATE and STANDARD RIP-RAP:

Bid price per ton at plant and bid price per ton delivered to various locations in the City of Meriden.

## ITEM 25) SCREENINGS:

Bid price per ton at plant and bid price per ton delivered to various locations in the City of Meriden.

## ITEM 26 and 27) CONCRETE BLOCKS - Bid price each at plant:

FULL CONCRETE BLOCKS (2 ft High x 3 ft Wide x 4 ft Long) Approximate Weight: 3,600 lbs. HALF CONCRETE BLOCKS (2 ft High x 3 ft Wide x 2 ft Long) Approximate Weight: 1,800 lbs.

# ITEM 28) DISPOSAL/RECYCLING OF MATERIAL:

The City of Meriden, Department of Public Works, Department of Public Utilities, Department of Parks, Recreation and Public Buildings disposes of clean fill material which only includes the following: clean concrete, asphalt, brick and rock. No other material will be disposed of under this section. These materials are the result of highway, road and street construction, drainage products and demolition. The City of Meriden will deliver these materials to the Contractor's facility. The Contractor's facility MUST BE within twenty (20) miles, to be calculated by MapQuest as the "shortest route", if truck traffic is permitted. State on the Proposal Page the location where this material will be delivered. Once the material is delivered to the Contractor's facility, it is mutually agreed that the Contractor owns that material, not the City of Meriden. The price bid shall be a price per ton that the City of Meriden will pay the Contractor.

#### ITEM 29) TEMPORARY PRECAST CONCRETE BARRIER CURB:

Shall conform to Section 8.22 of the Connecticut Department of Transportation's Standard Specification, Form 817. Bid price per Linear Foot at the Plant and bid price per Linear Foot delivered to various locations in the City of Meriden.

#### MINIMUM SPECIFICATIONS FOR B020-29 SECTION 2 - WASHED SAND, MASON SAND AND SCREENED SAND FOR VARIOUS DEPARTMENTS

#### ITEM 30) WASHED SAND:

Shall conform to Section M.03, Portland Cement Concrete, Article M.03.01, Paragraph 2, Fine Aggregate, of the Connecticut Department of Transportation's Standard Specification, Form 817.

Bid price per ton at plant and bid price per ton delivered to various locations in the City of Meriden.

#### ITEM 31) MASON SAND:

Shall conform to Section M.11, Masonry Facing, Cement and Dry Rubble Masonry, Brick, Mortar, Article M.11.04 - Mortar. Mortar shall conform to the table entitled "Table of Gradation, Fine Aggregate for Mortar, grading B of the Connecticut Department of Transportation's Standard Specification, Form 817.

Bid price <u>per ton</u> at plant and bid price per ton delivered to various locations in the City of Meriden.

# ITEM 32) SCREENED SAND: Estimated Quantity: 2,000 TONS

This item covers the City of Meriden Department of Public Works requirement for Screened Sand, which is intended to be used for snow and ice control on highways, roads and bridges. The selected contractor shall provide a sieve analysis indicating the material meets the requirements noted below. Prices shall be valid for one year: 7/1/20 - 6/30/21. Bidders shall submit bids for Screened Sand on a **DELIVERED PRICE PER TON** basis, as follows:

- Item A) Per TON, to be delivered Monday through Friday to any location within the City of Meriden, as instructed.
- Item B) Per TON, to be delivered on Saturdays, Sundays or Holidays.
- Item C) Per TON, loaded into City of Meriden trucks at Contractor's stockpile. State on Proposal Page the location for pick-up.

This sand shall consist of clean, hard, durable and uncoated particles of quartz or other rock and shall be free from lumps of clay, soft, or flaky material, loam or other detrimental material.

Sand which contains frozen lumps or other detrimental material shall be unacceptable.

The sand shall contain not more than five (5%) of material finer than #200 sieve, using AASHTO Method T11.

The sand shall conform to the following gradation requirements:

00 1	
Square Mesh Sieve	<u>% Passing By Weight</u>
1/2"	100
3/8"	98-100
#4	70-100
#50	0-40
#100	0-15
Material Finer than #200	0-5

<u>Bid Samples:</u> No sample is required at time of bid submittal. The City reserves the right to inspect and examine the Contractor's facilities, sand source, stockpiles, equipment and vehicles, etc. prior to award being made. The Director of Public Works may request a twenty-five pound sample, at no cost to the City, prior to award being made. If a sample is requested, it shall be delivered to the Department of Public Works, 55 Michael Drive, Meriden CT 06450.

#### **PROPOSAL B020-29** BITUMINOUS CONCRETE, CONCRETE, STONE, SAND, ETC. VARIOUS DEPARTMENTS

Date of Opening: <u>May 5, 2020</u> <u>11:00 A.M.</u>, Prevailing Local Time

<ul> <li>TO: Adam B Tulin, MPA Purchasing Officer</li> <li>142 East Main Street, Room 210 Meriden, CT 06450-8022</li> </ul>	
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 foll	owing:
<b>SECTION 1)</b> 1A) <b>CLASS I</b> BITUMINOUS CONCRETE, PRICE PEI	R TON AT PLANT:
Written Figures Plant Location:	Dollars & Cents
1B) CLASS I BITUMINOUS CONCRETE, PRICE PER	
Written Figures	Dollars & Cents
2A) <b>CLASS II</b> BITUMINOUS CONCRETE, PRICE PE	R TON AT PLANT:
Written Figures Plant Location:	Dollars & Cents
2B) CLASS II BITUMINOUS CONCRETE, PRICE PE	R TON <b>DELIVERED</b> TO VARIOUS LOCATIONS:
Written Figures	
	Dollars & Cents
3A) CLASS III BITUMINOUS CONCRETE, PRICE P	
3A) CLASS III BITUMINOUS CONCRETE, PRICE P Written Figures	
Written Figures	ER TON AT PLANT: Dollars & Cents

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For: For:

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– E		Dollars & Cents
P	Written Figures	Dollars & Cents
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	Plant Location: HOT MIX ASPHALT SUPERPAVE 0.50 DESIGN LEVEL 2, PER STATE	
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6B) -	Plant Location: HOT MIX ASPHALT SUPERPAVE 0.50 DESIGN LEVEL 2, PER STATE PRICE PER TON <b>DELIVERED</b> TO VARIOUS LOCATIONS:  Written Figures HOT MIX ASPHALT SUPERPAVE 1.0 DESIGN LEVEL 2, PER STATE 0	OF CT DOT REQUIREMENTS
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6B) -	Plant Location: HOT MIX ASPHALT SUPERPAVE 0.50 DESIGN LEVEL 2, PER STATE PRICE PER TON <b>DELIVERED</b> TO VARIOUS LOCATIONS:  Written Figures HOT MIX ASPHALT SUPERPAVE 1.0 DESIGN LEVEL 2, PER STATE 0	OF CT DOT REQUIREMENTS
6B) -	Plant Location: HOT MIX ASPHALT SUPERPAVE 0.50 DESIGN LEVEL 2, PER STATE PRICE PER TON <b>DELIVERED</b> TO VARIOUS LOCATIONS: Written Figures HOT MIX ASPHALT SUPERPAVE 1.0 DESIGN LEVEL 2, PER STATE OPRICE PER TON AT PLANT:	OF CT DOT REQUIREMENTS Dollars & Cents DF CT DOT REQUIREMENTS:
6B)  7A) 	Plant Location: HOT MIX ASPHALT SUPERPAVE 0.50 DESIGN LEVEL 2, PER STATE PRICE PER TON <b>DELIVERED</b> TO VARIOUS LOCATIONS: Written Figures HOT MIX ASPHALT SUPERPAVE 1.0 DESIGN LEVEL 2, PER STATE OF PRICE PER TON AT PLANT: Written Figures	OF CT DOT REQUIREMENTS
6B)  7A) 	Plant Location: HOT MIX ASPHALT SUPERPAVE 0.50 DESIGN LEVEL 2, PER STATE PRICE PER TON <b>DELIVERED</b> TO VARIOUS LOCATIONS: Written Figures HOT MIX ASPHALT SUPERPAVE 1.0 DESIGN LEVEL 2, PER STATE OF PRICE PER TON AT PLANT: Written Figures	OF CT DOT REQUIREMENTS Dollars & Cents DF CT DOT REQUIREMENTS:
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# PROPOSAL PAGE FOR B020-29 SECTION 1, CONTINUED : Page 3

Bidder's Name: \_\_\_\_\_

# 8A) TACK COAT EMULSION: **PRICE PER 5 GALLON PAIL** AT PLANT:

Written Figures Plant Location:	Dollars & Cents
B) TACK COAT EMULSION: <b>PRICE PER GALLON DELIVERED</b> TO V	- ARIOUS LOCATIONS:
Written Figures	Dollars & Cents
PA) COLD PATCH, PRICE PER TON AT PLANT:	
Written Figures Plant Location:	Dollars & Cents
9B) WINTER HOT MIX (NON-RECYCLED), PRICE PER TON AT PLANT:	
Written Figures PICK UP LOCATION:	Dollars & Cents
STATE DATES WINTER HOT MIX IS AVAILABLE:	
10) 3,000 PSI TEST CONCRETE, PRICE PER CUBIC YARD <b>DELIVERED</b>	TO VARIOUS LOCATIONS
Written Figures	Dollars & Cents
11) 3,500 PSI TEST CONCRETE, PRICE PER CUBIC YARD DELIVERED	
Written Figures	Dollars & Cents
Written Figures 12) 4,000 PSI TEST CONCRETE, PRICE PER CUBIC YARD <b>DELIVERED</b>	
12) 4,000 PSI TEST CONCRETE, PRICE PER CUBIC YARD <b>DELIVERED</b>	TO VARIOUS LOCATIONS
12) 4,000 PSI TEST CONCRETE, PRICE PER CUBIC YARD <b>DELIVERED</b>	TO VARIOUS LOCATIONS
12) 4,000 PSI TEST CONCRETE, PRICE PER CUBIC YARD <b>DELIVERED</b> Written Figures 13) 4,500 PSI TEST CONCRETE, PRICE PER CUBIC YARD <b>DELIVERED</b>	TO VARIOUS LOCATIONS Dollars & Cents TO VARIOUS LOCATIONS Dollars & Cents

# PROPOSAL PAGE FOR B020-29 SECTION 1, CONTINUED : Page 4

	Bidder's Name:
5A) 1/2 INCH STONE, PRICE PER TON AT PLANT:	
Written Figures Plant Location:	Dollars & Cents
5B) 1/2 INCH STONE, PRICE PER TON <b>DELIVERED</b> 1	TO VARIOUS LOCATIONS:
Written Figures	Dollars & Cents
6A) 3/4 INCH STONE, PRICE PER TON AT PLANT:	
Written Figures Plant Location:	Dollars & Cents
6B) 3/4 INCH STONE, PRICE PER TON <b>DELIVERED</b> T	O VARIOUS LOCATIONS:
Written Figures	Dollars & Cents
7A) 1 1/4 INCH STONE, PRICE PER TON AT PLANT:	
Written Figures Plant Location:	Dollars & Cents
Plant Location:	
Plant Location: 7B) 1 1/4 INCH STONE, PRICE PER TON <b>DELIVERED</b>  Written Figures	TO VARIOUS LOCATIONS:
Plant Location: 7B) 1 1/4 INCH STONE, PRICE PER TON <b>DELIVERED</b>  Written Figures	TO VARIOUS LOCATIONS:
Plant Location: 17B) 1 1/4 INCH STONE, PRICE PER TON <b>DELIVERED</b> Written Figures 18A) 3/4 INCH <b>PROCESSED STONE,</b> PRICE PER TON Written Figures	TO VARIOUS LOCATIONS: Dollars & Cents AT PLANT: Dollars & Cents
Plant Location: 17B) 1 1/4 INCH STONE, PRICE PER TON <b>DELIVERED</b> Written Figures 18A) 3/4 INCH <b>PROCESSED STONE</b> , PRICE PER TON	TO VARIOUS LOCATIONS: Dollars & Cents AT PLANT: Dollars & Cents Dollars & Cents

Bidd	ler's Name:
9A) 1 1/4 INCH <b>PROCESSED STONE,</b> PRICE PER TON AT PI	LANT:
Written Figures Plant Location:	Dollars & Cents
19B) 1 1/4 INCH <b>PROCESSED STONE,</b> PRICE PER TON <b>DEL</b>	<b>IVERED</b> TO VARIOUS LOCATIONS:
Written Figures	Dollars & Cents
0A) CRUSHED RECYCLED AGGREGATE - 4" MINUS, PRIC	E PER TON AT PLANT:
Written Figures Plant Location:	Dollars & Cents
0B) CRUSHED RECYCLED AGGREGATE - 4" MINUS, PRIC LOCATIONS:	E PER TON <b>DELIVERED</b> TO VARIOUS
Written Figures	Dollars & Cents
1A) RECLAIMED AGGREGATE – 1 ¼" MINUS, PRICE PER T	
Written Figures	Dollars & Cents
Plant Location:	
1B) RECLAIMED AGGREGATE – 1 ¼" MINUS , PRICE PER 7 LOCATIONS:	TON DELIVERED TO VARIOUS
Written Figures	Dollars & Cents
Written Figures 22A) MODIFIED RIP-RAP, PRICE PER TON AT PLANT:	Dollars & Cents
~	Dollars & Cents Dollars & Cents
2A) MODIFIED RIP-RAP, PRICE PER TON AT PLANT:	
22A) MODIFIED RIP-RAP, PRICE PER TON AT PLANT: Written Figures	Dollars & Cents

PROPOSAL PAGE FOR B020-29 SECTION 1, CONTINUED: Page 5

PROPOSAL PAGE FOR B020-29 SECTION 1, CONTINUED: Page	6
	Bidder's Name:
3A) INTERMEDIATE RIP-RAP, PRICE PER TON AT PLANT:	
Written Figures Plant Location:	Dollars & Cents
23B) INTERMEDIATE RIP-RAP, PRICE PER TON <b>DELIVERED</b>	TO VARIOUS LOCATIONS:
Written Figures	Dollars & Cents
4A) STANDARD RIP-RAP, PRICE PER TON AT PLANT:	
Written Figures	Dollars & Cents
Plant Location:	
24B) STANDARD RIP-RAP, PRICE PER TON <b>DELIVERED</b> TO	VARIOUS LOCATIONS:
Written Figures	Dollars & Cents
25A) SCREENINGS, PRICE PER TON AT PLANT:	
Written Figures	Dollars & Cents
Plant Location:	
25B) SCREENINGS, PRICE PER TON <b>DELIVERED</b> TO VARIOU	JS LOCATIONS:
Written Figures	Dollars & Cents
26) FULL CONCRETE BLOCK (2 ft HIGH X 3 ft WIDE X 4 ft LON PRICE EACH AT PLANT:	NG) - <b>PICKED UP</b> :
Written Figures	Dollars & Cents
Plant Location:	
27) HALF CONCRETE BLOCK (2 ft HIGH X 3 ft WIDE X 2 ft LOI PRICE EACH AT PLANT:	
Written Figures Plant Location:	Dollars & Cents

Whitten Figures	Dollars & Cents
Written Figures	
SECTION 2) SAND:	
0A) WASHED SAND: PRICE PER TON AT PLANT:	
Written Figures	Dollars & Cents
Plant Location:	
	LOCATIONS.
0B) WASHED SAND: PRICE PER TON <b>DELIVERED</b> TO VARIOUS I Written Figures	Dollars & Cents
0B) WASHED SAND: PRICE PER TON <b>DELIVERED</b> TO VARIOUS I Written Figures	Dollars & Cents
00B) WASHED SAND: PRICE PER TON <b>DELIVERED</b> TO VARIOUS I Written Figures	Dollars & Cents
0B) WASHED SAND: PRICE PER TON <b>DELIVERED</b> TO VARIOUS I Written Figures 1A) MASON SAND: PRICE PER TON YARD AT PLANT: Written Figures	Dollars & Cents Dollars & Cents Dollars & Cents

Disposal Site Address (within 20 miles): 29A) TEMPORARY PRECAST CONCRETE BARRIER CURB: PRICE PER LINEAR FOOT AT PLANT:

28) DISPOSAL/RECYCLING OF MATERIAL: (City will deliver materials such a clean concrete, drainage products,

Written Figures

Plant Location:\_\_\_\_\_

PRICE PER TON:

Dollars & Cents

Dollars & Cents

Bidder's Name: \_\_\_\_\_

#### PROPOSAL PAGE FOR B020-29 SECTION 2: Page 7

asphalt, brick and rock only to the Contractor's site):

Written Figures

#### PROPOSAL PAGE FOR B020-29 - CONTINUED: Page 8

#### 32) SCREENED SAND – FOR AN ESTIMATED 2,000 TONS:

32A) SCREENED SAND, DELIVERED TO THE CITY OF MERIDEN, MONDAY - FRIDAY: **DELIVERED** PRICE PER TON:

				9	5	
	Written Fig	gures				Dollars & Cents
32B)	SCREENED SAND, I <u>HOLIDAYS:</u> <b>DELIVERED</b> PRICE		TO THE CITY	OF MERIDE	EN, ON <u>SAT</u>	<u>TURDAYS, SUNDAYS, OR</u>
	Written Fi	gures			\$	Dollars & Cents
32C)	SCREENED SAND, <b>P</b> PRICE PER TON YA	ICKED-UP B		OF MERIDE	N TRUCKS	:
					\$	
	Written Fi	igures			·	Dollars & Cents
	PICK-UP LOCATION	N:				
WILL	YOUR COMPANY A					No
PAYN	MENT TERM DISCOU					
						No
Receij No.: _	pt of Addenda is Acknov Dated: Dated:	wledged:				
		Name of Bid	lder:			
		Address:				
					Zij	p Code
		By:				
		J ·	(Please prin	nt or type)		Title
Is you	r Company Minority-Ov	wned? YES _	NO_			
		Signature:				

PLEASE NOTE: All spaces must be filled in with figures or words or your bid may be automatically rejected. Attach the Non-Collusive Bid Statement, and if applicable, the Request for Status as a Meriden Based Business.

#### INSTRUCTIONS TO BIDDERS AND STANDARD TERMS AND CONDITIONS B020-29

## 1. <u>Receipt and Opening of Bids:</u>

a. 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.

b. 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. <u>The words "BID</u> <u>DOCUMENT" must appear on the envelope and the time and the date to be opened</u>. 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:

a. Each bid shall be accompanied by the surety, in the form and sum stipulated in the <u>Invitation to Bid</u>. 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.

b. 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.

e. Should the City not issue a Notice of Award within the number of calendar days stipulated in the <u>Invitation</u> to <u>Bid</u>, 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 (if applicable):

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).

#### 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 Request for Proposal will be made to any proposer orally. Every request for such interpretation should be in writing, e-mailed to <u>meridenpurchasing@meridenct.gov</u> and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplementary instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the City Website (<u>www.meridenct.gov</u>) not later than three (3) days prior to the date fixed for the opening of proposals unless it is to extend the proposal due date. Failure of any proposer to receive any such addenda or interpretation shall not relieve any proposer from any obligations under his 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:

a. 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.

b. <u>City of Meriden – Local Preference:</u>

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.

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

2) The Lowest Responsible Bidder:

a. 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.

b. 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.

c. 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.

d. 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.

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

f. 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.

## 11. Corrections:

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

## 12. Obligation of Bidder:

a. 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.

b. 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.

c. 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:

a. 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).

b. 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.

c. 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.

## 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:

The City may terminate the contract for cause.

#### 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 subcontractor 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:

a. 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

b. 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.

#### 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 (if applicable)

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 <u>WILL NOT WAIVE ANY PERMIT FEES</u>.

#### 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.

#### **Insurance Requirements**

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City Meriden as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation. 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
Umbrella	Each Occurrence	\$1,000,000
(Excess Liability) Follow Form	Aggregate	\$1,000,000

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.

Workers' Compensation and	WC Statutory Limits	
Employers' Liability	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

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