

# City of Meriden, Connecticut Purchasing Department

#### **Invitation to Bid**

For

# BITUMINOUS CONCRETE, CONCRETE, STONE, SAND AND VARIOUS CONSTRUCTION MATERIALS

#### **Various Departments**

Meriden, CT

B023-37

**Proposals Due: March 23, 2023 @ 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:

# B023-37 BITUMINOUS CONCRETE, CONCRETE, STONE, SAND AND VARIOUS CONSTRUCTION MATERIALS

For: VARIOUS DEPARTMENTS

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

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department, on the City of Meriden website (<a href="www.meridenct.gov/business/bids-rfps/">www.meridenct.gov/business/bids-rfps/</a>), and on the State of Connecticut Department of Administrative Services website (<a href="https://portal.ct.gov/DAS/CTSource">https://portal.ct.gov/DAS/CTSource</a>). Bids will be accepted at the Purchasing Department, 142 East Main Street, Room 210, Meriden, Connecticut 06450 until 11:00 A.M. local, eastern standard time on March 23, 2023 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 its bid within sixty (60) days of the date of the bid opening.

Each bid shall be accompanied by a Certified Check or Bid Bond in the amount of Ten (10%) percent of the amount bid.

Labor and Material Payment Bond and a Performance bond for One Hundred Percent (100%) of the contract price, with a corporate surety approved by the City of Meriden, will be required of the lowest responsible bidder.

The successful firm(s) shall ensure that any appropriate licenses or certifications required by the State of Connecticut are maintained for the duration of the project. The firm must meet all municipal, state and federal affirmative action and equal employment opportunity practices

The City of Meriden is an Affirmative Action/Equal Opportunity Employer. Disadvantaged, minority, small, and women business enterprises are encouraged to respond.

Kevin McNabola Finance Director City of Meriden, CT 06450-8022

Dated: February 23, 2023

#### CITY OF MERIDEN, CONNECTICUT

#### B023-37

### BITUMINOUS CONCRETE, CONCRETE, STONE, SAND AND VARIOUS CONSTRUCTION MATERIALS

#### NON-COLLUSIVE BID STATEMENT/AFFIDAVIT

The undersigned bidder, having been duly sworn, does hereby depose and says:

- 1. The bid has been arrived at by the bidder independently and has been submitted without collusion 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.
- 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.
- 3. The undersigned bidder is duly authorized to bind the business entity identified below.

The undersigned bidder further certifies, under oath, 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.

Signature of Bidder	
Print Legal Name of Bidder	
Relationship to Business Entity Below	 W
Business Entity Name, Address, Tele	phone Number, and Email Address
STATE OF CONNECTICUT	)
COUNTY OF	) ss: )
Duly sworn and subscribed to before	me
this day of, 2023.	
Notary Public	
My Commission Expires:	
Commissioner of the Superior Court	

# CITY OF MERIDEN, CONNECTICUT B023-37

### BITUMINOUS CONCRETE, CONCRETE, STONE, SAND AND VARIOUS CONSTRUCTION MATERIALS

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

Bidders are specifically advised that the City of Meriden has adopted Section 3-14 of the Code of the City of Meriden 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:

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 Office Address:				
3) Minority owned: Yes	No			
4) The undersigned hereby aut requested by the City of M Based Business.	-	* *	irms, or corporations to furnish ls comprising this Request for	· ·
Dated at:	this:	day of	, 2023	
Name of bidder:				
By:				

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

Title:

#### GENERAL INSTRUCTIONS AND CONDITIONS

#### B023-37

# BITUMINOUS CONCRETE, CONCRETE, STONE, SAND AND VARIOUS CONSTRUCTION MATERIALS FOR MARKED BERARD MENTES

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:

March 23, 2023 at 11:00 AM, prevailing local time, and thereafter immediately opened and read in public.

#### 1. PROPOSALS:

Bids 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.

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

for: <u>B023-37 BITUMINOUS CONCRETE</u>, <u>CONCRETE</u>, <u>STONE</u>, <u>SAND AND VARIOUS</u> <u>CONSTRUCTION MATERIALS</u>. FOR VARIOUS DEPTS.

To be opened on March 23, 2023 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.

#### 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.

#### GENERAL INSTRUCTIONS AND CONDITIONS - B023-37: Page 2

#### 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.

- 6. <u>GUARANTEE OR OTHER</u>: Pricing shall be valid from 4/1/23 6/30/24. As per State of Connecticut, Department of Transportation Specifications Form 818, 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: meridenpurchasing@meridenct.gov

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 (<a href="www.meridenct.gov/business/bids-rfps/">www.meridenct.gov/business/bids-rfps/</a>) for updates regarding this bid.

#### SPECIAL INSTRUCTIONS FOR B023-37

#### All prices bid shall be valid from April 1, 2023 until June 30, 2024.

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 818, 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 thirty (30) 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

#### **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 three (3) 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:

John P Lawlor Jr, MPA, PWLF 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

# MINIMUM SPECIFICATIONS FOR B023-37 BITUMINOUS CONCRETE, CONCRETE, STONE, SAND AND VARIOUS CONSTRUCTION MATERIALS 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 818.

#### 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) ½", ¾" and 1¼" 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) 3/4" and 1 1/4 " 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 818.

#### 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 818.

#### MINIMUM SPECIFICATIONS FOR B023-37 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.

#### \*If block sizes differ from dimensions shown PLEASE SPECIFY on Bid Form

#### 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 thirty (30) 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 818. Bid price per Linear Foot at the Plant and bid price per Linear Foot delivered to various locations in the City of Meriden.

#### \* PLEASE SPECIFY dimensions on Bid Form

**END OF SECTION 1** 

#### MINIMUM SPECIFICATIONS FOR B023-37 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 818.

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 818.

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

#### **ITEM 32) SCREENED SAND:** Estimated Quantity: 1,000 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: 4/1/23 - 6/30/24. 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:

Square Mesh Sieve	% Passing By Weight
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 FORM B023-37

For: For:

## BITUMINOUS CONCRETE, CONCRETE, STONE, SAND, ETC. VARIOUS DEPARTMENTS

Date of Opening: <u>March 23, 2023 @ 11:00 A.M</u> Prevailing Local Time

TO: Kevin McNabola
Finance Director
142 East Main Street, Room 210
Meriden, CT 06450-8022

Meriden, C1 00430-8022	
The undersigned,	, doing business in the City/Town of
, in the State of	, submits herewith, in conformity with the
general instructions, conditions and specification	s the following:
SECTION 1) 1A) CLASS I BITUMINOUS CONCRETE, PRICE	PER TON AT PLANT:
Written Figures Plant Location:	Dollars & Cents
	PER TON <b>DELIVERED</b> TO VARIOUS LOCATIONS:
Written Figures	Dollars & Cents
2A) <b>CLASS II</b> BITUMINOUS CONCRETE, PRICI	
Written Figures Plant Location:	Dollars & Cents
2B) <b>CLASS II</b> BITUMINOUS CONCRETE, PRICE	E PER TON <b>DELIVERED</b> TO VARIOUS LOCATIONS:
Written Figures	Dollars & Cents
3A) <b>CLASS III</b> BITUMINOUS CONCRETE, PRIC	
Written Figures Plant Location:	Dollars & Cents
3B) <b>CLASS III</b> BITUMINOUS CONCRETE, PRIC	E PER TON <b>DELIVERED</b> TO VARIOUS LOCATIONS:
Written Figures	Dollars & Cents

#### PROPOSAL PAGE FOR B023-37 SECTION 1, CONTINUED: Page 2

Bluu	er's Name:
A) CLASS IV BITUMINOUS CONCRETE, PRICE PER TON AT	PLANT:
Written Figures Plant Location:	Dollars & Cents
) <b>CLASS IV</b> BITUMINOUS CONCRETE, PRICE PER TON <b>DE</b>	CLIVERED TO VARIOUS LOCATIONS:
Written Figures	Dollars & Cents
) CLASS 12 BITUMINOUS CONCRETE, PRICE PER TON AT	
Written Figures Plant Location:	Dollars & Cents
CLASS 12 BITUMINOUS CONCRETE, PRICE PER TON DE	LIVERED TO VARIOUS LOCATIONS:
Written Figures	Dollars & Cents
A) HOT MIX ASPHALT SUPERPAVE 0.50 DESIGN LEVEL 2, F PRICE PER TON AT PLANT:	
Written Figures Plant Location:	Dollars & Cents
) HOT MIX ASPHALT SUPERPAVE 0.50 DESIGN LEVEL 2, F PRICE PER TON <b>DELIVERED</b> TO VARIOUS LOCATIONS	
Written Figures	Dollars & Cents
A) HOT MIX ASPHALT SUPERPAVE 1.0 DESIGN LEVEL 2, PI PRICE PER TON AT PLANT:	ER STATE OF CT DOT REQUIREMENTS:
Written Figures Plant Location:	Dollars & Cents
HOT MIX ASPHALT SUPERPAVE 1.0 DESIGN LEVEL 2, PE PRICE PER TON <b>DELIVERED</b> TO VARIOUS LOCATIONS	ER STATE OF CT DOT REQUIREMENTS
Written Figures	Dollars & Cents

Written Figures Plant Location:	Dollars & Cents
B) TACK COAT EMULSION: PRICE PER GALLON D	ELIVERED TO VARIOUS LOCATIONS:
Written Figures	Dollars & Cents
A) COLD PATCH, PRICE PER TON AT PLANT:	
Written Figures Plant Location:	Dollars & Cents
PB) WINTER HOT MIX (NON-RECYCLED), PRICE PER	
Written Figures PICK UP LOCATION:	Dollars & Cents
STATE DATES WINTER HOT MIX IS AVAILABLE:_	
0) 3,000 PSI TEST CONCRETE, PRICE PER CUBIC YAR	RD <b>DELIVERED</b> TO VARIOUS LOCATIONS
Written Figures	Dollars & Cents
1) 3,500 PSI TEST CONCRETE, PRICE PER CUBIC YAR	
Written Figures	Dollars & Cents
2) 4,000 PSI TEST CONCRETE, PRICE PER CUBIC YAR	
Written Figures	Dollars & Cents
(3) 4,500 PSI TEST CONCRETE, PRICE PER CUBIC YAR	RD <b>DELIVERED</b> TO VARIOUS LOCATIONS
Written Figures	Dollars & Cents
(4) 5,000 PSI TEST CONCRETE, PRICE PER CUBIC YAR	RD <b>DELIVERED</b> TO VARIOUS LOCATIONS
Written Figures	Dollars & Cents

### PROPOSAL PAGE FOR B023-37 SECTION 1, CONTINUED: Page 4 Bidder's Name: 15A) 1/2 INCH STONE, PRICE PER TON AT PLANT: Written Figures Dollars & Cents Plant Location: 15B) 1/2 INCH STONE, PRICE PER TON **DELIVERED** TO VARIOUS LOCATIONS: Written Figures Dollars & Cents 16A) 3/4 INCH STONE, PRICE PER TON AT PLANT: Written Figures Dollars & Cents Plant Location: 16B) 3/4 INCH STONE, PRICE PER TON **DELIVERED** TO VARIOUS LOCATIONS: Written Figures Dollars & Cents 17A) 1 1/4 INCH STONE, PRICE PER TON AT PLANT: Written Figures Dollars & Cents Plant Location: 17B) 1 1/4 INCH STONE, PRICE PER TON **DELIVERED** TO VARIOUS LOCATIONS:

Written Figures	Dollars & Cents

#### 18A) 3/4 INCH **PROCESSED STONE**, PRICE PER TON AT PLANT:

Written Figures	Dollars & Cents
Plant Location:	

#### 18B) 3/4 INCH PROCESSED STONE, PRICE PER TON DELIVERED AT VARIOUS LOCATIONS:

Written Figures	Dollars & Cents
written Figures	Donars & Cents

#### **CONTINUED ON NEXT PAGE**

#### PROPOSAL PAGE FOR B023-37 SECTION 1, CONTINUED: Page 5

Bidder's Name:		
19A) 1 1/4 INCH <b>PRO</b>	OCESSED STONE, PRICE PER TON AT PLAN	Γ:
Plant Location:	Written Figures	Dollars & Cents
19B) 1 1/4 INCH <b>PR</b> (	OCESSED STONE, PRICE PER TON DELIVE	RED TO VARIOUS LOCATIONS:
	Written Figures	Dollars & Cents
20A) CRUSHED RE	CYCLED AGGREGATE - 4" MINUS, PRICE PE	R TON AT PLANT:
Plant Location:	Written Figures	Dollars & Cents
	CYCLED AGGREGATE - 4" MINUS, PRICE PE	R TON <b>DELIVERED</b> TO VARIOUS
	Written Figures	Dollars & Cents
21A) RECLAIMED A	Written FiguresAGGREGATE – 1 1/4" MINUS, PRICE PER TON	
21A) RECLAIMED A		
	AGGREGATE – 1 ¼" MINUS, PRICE PER TON	AT PLANT:  Dollars & Cents
Plant Location:	AGGREGATE – 1 ¼" MINUS, PRICE PER TON .  Written Figures	AT PLANT:  Dollars & Cents
Plant Location:	AGGREGATE – 1 ¼" MINUS, PRICE PER TON  Written Figures  AGGREGATE – 1 ¼" MINUS, PRICE PER TON 1	Dollars & Cents  DELIVERED TO VARIOUS  Dollars & Cents
Plant Location: 21B) RECLAIMED A LOCATIONS:	AGGREGATE – 1 ¼" MINUS, PRICE PER TON AGGREGATE – 1 ½" MINUS AGGREGAT	Dollars & Cents  DELIVERED TO VARIOUS  Dollars & Cents
Plant Location: 21B) RECLAIMED A LOCATIONS:	AGGREGATE – 1 ¼" MINUS, PRICE PER TON  Written Figures  AGGREGATE – 1 ¼" MINUS, PRICE PER TON 1	Dollars & Cents  DELIVERED TO VARIOUS  Dollars & Cents
Plant Location: 21B) RECLAIMED A LOCATIONS: 22A) MODIFIED RIF	AGGREGATE – 1 ¼" MINUS, PRICE PER TON AT PLANT:	Dollars & Cents  Dollars & Cents  Dollars & Cents  Dollars & Cents  Dollars & Cents
Plant Location: 21B) RECLAIMED A LOCATIONS: 22A) MODIFIED RIF	AGGREGATE – 1 ¼" MINUS, PRICE PER TON  Written Figures  Written Figures  P-RAP, PRICE PER TON AT PLANT:  Written Figures	Dollars & Cents  Delivered TO Various  Dollars & Cents  Dollars & Cents

	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>	
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
5A) SCREENINGS, PRICE PER TON AT PLANT:	
Written Figures	Dollars & Cents
Plant Location:	
Written Figures	Dollars & Cents
6) FULL CONCRETE BLOCK (2 ft HIGH X 3 ft WIDE X 4 ft LOT PRICE EACH AT PLANT: *PLEASE SPECIFY Alternate	NG) - <b>PICKED UP</b> :
Written Figures	Dollars & Cents
Plant Location:	
7) HALF CONCRETE BLOCK (2 ft HIGH X 3 ft WIDE X 2 ft LOT PRICE EACH AT PLANT: *PLEASE SPECIFY Alternate	
Written Figures Plant Location:	Dollars & Cents

PROPOSAL PAGE FOR B023-37 SECTION 2: Page 7	
	Bidder's Name:
28) DISPOSAL/RECYCLING OF MATERIAL: (City will deliver mater asphalt, brick and rock only to the Contractor's site): PRICE PER TON:	rials such a clean concrete, drainage products,
Written Figures	Dollars & Cents
Disposal Site Address (within 30 miles):	
29A) TEMPORARY PRECAST CONCRETE BARRIER CURB: PRIC	CE PER LINEAR FOOT AT PLANT:
PLEASE SPECIF	Y dimensions:
Written Figures	Dollars & Cents
Plant Location:	
29B) TEMPORARY PRECAST CONCRETE BARRIER CURB: PRICE TO VARIOUS LOCATIONS:	
PLEASE SPECII	FY dimensions:
Written Figures	Dollars & Cents
SECTION 2) SAND:	
30A) WASHED SAND: PRICE PER TON AT PLANT:	
Written Figures	Dollars & Cents
Plant Location:	
30B) WASHED SAND: PRICE PER TON <b>DELIVERED</b> TO VARIOU	US LOCATIONS:
Written Figures	Dollars & Cents
31A) MASON SAND: PRICE PER TON YARD AT PLANT:	
Written Figures Plant Location:	Dollars & Cents
31B) MASON SAND: PRICE PER TON <b>DELIVERED</b> TO VARIOUS	LOCATIONS:
Written Figures	Dollars & Cents

# 32) SCREENED SAND – FOR AN ESTIMATED 1,000 TONS: 32A) SCREENED SAND, DELIVERED TO THE CITY OF MERIDEN, MONDAY - FRIDAY:

				\$			
	Written Figu	ıres		Ψ		Dollars & Cents	
<u>HO</u>	REENED SAND, D <u>LIDAYS:</u> <b>LIVERED</b> PRICE		ГО ТНЕ СІТУ (	OF MERIDE	N, ON <u>SA</u>	TURDAYS, SUND	AYS, C
					\$		
	Written Fig	ures			T	Dollars & Cents	
	REENED SAND, <b>PI</b> ICE PER TON YAF			F MERIDE	N TRUCK	S:	
	Wilder F				\$		
	Written Fig	gures				Dollars & Cents	
PIC	CK-UP LOCATION	, • -					
PAYMEN	UR COMPANY AC	T:	% net				
PAYMENT DOES THI Control Receipt of		TT:PLY WHEN F		  A P-CARD?	Yes		
PAYMENT DOES THI Control Receipt of	TERM DISCOUNT APF  CONTROL  C	T:PLY WHEN F		A P-CARD?	Yes	No	
PAYMENT DOES THI Control Receipt of	TERM DISCOUNT APF  CONTROL  C	PLY WHEN F	PAYING WITH	A P-CARD?	Yes	No	
PAYMENT DOES THI Control Receipt of	TERM DISCOUNT APF  CONTROL  C	PLY WHEN F	PAYING WITH	A P-CARD?	Yes	No	
PAYMENT DOES THI Control Receipt of	TERM DISCOUNT APF  CONTROL  C	PLY WHEN For the second	PAYING WITH	A P-CARD?	Yes Zi	p Code	
PAYMENT DOES THI Control Receipt of	TERM DISCOUNT APF  CONTROL  C	PLY WHEN For the second	PAYING WITH	A P-CARD?	Yes Zi	p Code	
PAYMENT  POES THI  Receipt of  No.:	TERM DISCOUNT APF  CONTROL  C	PLY WHEN For the second	PAYING WITH	or type)	Yes Zi	p Code	
PAYMENT  POES THI  Receipt of  No.:	T TERM DISCOUNT APF	PLY WHEN F		or type)	Yes Zi	p Code	

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 B023-37

#### 1. Receipt and Opening of Bids:

- 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. 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. <u>Liquidated Damages (if applicable):</u>

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).

#### 4. 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."

#### 5. 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 <a href="meridenpurchasing@meridenct.gov">meridenct.gov</a> 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 (<a href="www.meridenct.gov">www.meridenct.gov</a>) 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.

#### 6. 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.

#### 7. 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.

#### 8. 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.

#### 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.

#### 9. Corrections:

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

#### 10. 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).

#### 11. "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.

#### 12. 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.

#### 13. 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. The City of Meriden will provide a tax exempt certificate upon request.

#### 14. 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).

15. 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.

#### 16. Termination:

The City may terminate the contract for cause.

#### 17. 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.

#### 18. 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.

#### 19. 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.

#### 20. 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.

#### 21. 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.

#### 22. 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.

#### 23. 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>.

#### 24. Assignment of Contract:

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

#### 25. 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.

#### CITY OF MERIDEN, CONNECTICUT

#### INSURANCE REQUIREMENTS

Contractor 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 Workers Compensation and Professional Liability. All policies should also include a Waiver of Subrogation. Umbrella/Excess shall state that it follows form over General Liability, Auto Liability and Workers Compensation. 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.

	1	(Minimum Limits)		
General Liability	Each Occurrence	\$1,000,000		
Ý	General Aggregate	\$2,000,000		
	Products/Completed Operations Aggregate	\$2,000,000		
Auto Liability	ombined Single Limit			
	Each Accident	\$1,000,000		
Umbrella	Each Occurrence	\$3,000,000		
(Excess Liability)	Aggregate	\$3,000,000		
	¥			
Workers' Compensation a	and WC Statutory Limits			
Employers' Liability	EL Each Accident	\$1,000,000		
	EL Disease Each Employee	\$1,000,000		
	EL Disease Policy Limit	\$1,000,000		
Professional Liability	Each Claim/Occurrence	\$2,000,000		
(Errors & Omissions)		\$2,000,000		

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 30 days prior to the expiration date of the policies. Should any of the above policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City.