

City of Meriden, Connecticut

Purchasing Department

Invitation to Bid

For

SALE OF SCRAP METAL MATERIALS

B020-12

Proposals Due: October 24, 2019 @ 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:

**B020-12
SALE OF SCRAP METAL MATERIALS**

The City of Meriden will accept bids for the sale and removal of scrap metal waterworks material. Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department on the City website on October 4, 2019. Bids will be accepted at the Purchasing Department, Room 210, City Hall, Meriden, CT 06450-8022 as follows:

B020-12 until 11:00 AM. local time on: October 24, 2019, at which time they will be publicly opened and read.

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.

Adam B. Tulin
Purchasing Officer
City of Meriden
Dated: October 4, 2019

INFORMATION TO BIDDERS

B020-12

1. BIDDING PROCEDURES

Sealed Bids shall be submitted on the forms designated by the attached Proposal Bid Form. Bids will be received by the Purchasing Department, Room 210, City Hall, 142 East Main Street, Meriden, Connecticut, 06450-8022, until **11:00 A.M. on October 24, 2019**, and thereafter immediately read in public.

2. BIDS

Bids are to be submitted on the attached proposal forms. Please submit two copies of Proposal forms and Bidder's Qualifications. One shall be an original and one can be a copy.

~~Surety will be in the amount of ten (10%) percent of the amount bid. They must be submitted in a sealed envelope with a Bid Bond, Certified Check, Money Order, Cashiers Check, Treasurer's Check, or Official Check. If a paper bond is used it must be listed with Department of the Treasury's Listing of Approved Sureties (Department Circular 570).~~

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

- a. 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.
- b. The sealed envelope must have the Bidder's name and address in the upper left hand corner and the words "BID DOCUMENT - **B020-12 Sale of Scrap Metal Materials to be opened at 11:00 a.m.**" in the lower left hand corner.
- c. Bids received later than the time and date specified will not be considered.
- d. Amendments to or withdrawal of Bids received later than the time and date set for the Bid Opening will not be considered.
- e. All prices must be in ink or typewritten. In the event of a bidder's mathematical error in tabulating any bid prices, *the written unit prices shall govern.*

3. BIDDER QUALIFICATIONS

Bidders will be required to fill out, and include as part of their bid any attached Bidder's Qualification Statement.

In determining the qualifications of a bidder, the Owner will consider his record in the performance of any contracts for construction work into which he may have previously entered; and the Owner expressly reserves the right to reject the bid of such bidder, if such record discloses that such bidder, in the opinion of the Owner has not properly performed such Contracts or has habitually and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers or employees.

4. EXAMINATION OF BIDDING DOCUMENTS

Bidders are to examine all documents and visit the site and shall make a thorough examination of the conditions so that he may familiarize himself with all of the existing conditions and difficulties that will attend the execution of the work, and so that he may determine the amount of work necessary to carry out the true intent of the specifications and work shown on the drawings.

Neither Owner nor Engineer (if applicable) has any responsibility for the accuracy, completeness or sufficiency of any bid document obtained from any other source other than from the Owner. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any other source may also result in failure to receive any addenda, corrections or other revisions to these documents that may be issued.

No interpretation of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing, e-mailed to meridenpurchasing@meridenct.gov and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplementary instructions, will be in the form of a written addenda to the specifications which, if issued, will be e-mailed to all prospective bidders at their respective e-mail addresses that are furnished for such purpose, not later than three (3) days prior to the date fixed for the opening of bids. Addenda are posted on the City Website (www.meridenct.gov) Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligations under his bid as submitted.

5. BIDS TO REMAIN OPEN

No bidder may withdraw their bid within sixty (60) days of the date of the bid opening. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Meriden and the bidder.

6. AWARD OF CONTRACT

The Purchasing Officer reserves the right to make an award on the Bid which, by the Purchasing 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.

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

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.

7. CITY OF MERIDEN, LOCAL PREFERENCE

In determining the lowest responsible bidder, the Purchasing Department shall also consider Local Preference.

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.

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 included in bidding documents) by said business to establish that it has a bona fide principal place of business is operated, or payment of property taxes on the personal property of the business.

Any City based business bidder which has submitted a bid not more than ten (10) percent higher than the low bid provided such City based business bidder agrees 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 next business day following the opening of the bid) for example, a bid opened at 11:00 AM Monday must be accepted by the City based bidder no later than 11 AM Tuesday). 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 of the City based business bidders which has submitted the lowest bid.

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

8. EXTENSION OF AGREEMENT

— Thirty (30) days prior to the expiration of the resulting agreement, the parties may, by mutual agreement, — extend it for up to two (2) years.

9. TIME

Inasmuch as the Contract concerns a needed public improvement, the provisions of the Contract relating to the time of performance and completion of the work are of the essence of this Contract. Accordingly, the Contractor shall begin work on the day specified in paragraph 2.04 of the General Conditions, and shall prosecute the work diligently so as to permit full use not later than the first day following the construction period established in the Contract. See article 3.2 "Liquidated Damages" of the "Standard Form of Agreement between Owner and contractor".

10. SCHEDULE OF WORK

The Contractor shall schedule all work in a manner that will not disrupt operations. Once the work has begun, the Contractor shall work full time.

11. TAXES

- a. The City of Meriden is exempt under Connecticut General Statutes Section 12-412 from the payment of the 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.
- b. Upon request, exemption certificates will be furnished to the successful Bidder.

12. FAIR EMPLOYMENT PRACTICES

The successful Contractor shall agree that neither he nor his Subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual or to discriminate against him in compensation or ill terms, conditions or privileges of employment because of race, color, religious creed, age, sex, national origin or ancestry, except in the case of a bona fide occupational qualification or need. The terms stated above are taken from Connecticut General Statutes Section 31-126 "Unfair Employment Practices".

13. ~~FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR~~

~~The Agreement for the work will be written on the "Standard Form of Agreement Between Owner and Contractor", where the basis of payment is a stipulated sum.~~

14. ~~CERTIFICATE OF SURETY~~

~~Each Bidder will be required to furnish a Certificate of Surety with his proposal evidencing that he can obtain the required Performance and Labor and Material Bond, in the event he is awarded the contract. In the event a bid is received with a Certified Check, in lieu of a Bid Bond, and said Certificate does not accompany the bid, the bid shall be rejected.~~

15. ~~LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT~~

~~The successful bidder, upon his failure or refusal to execute and deliver the Contract, 100 percent Performance Bond, Labor and Material Payment Bond and Certificate of Insurance naming the City of Meriden Additional Insured, as required within ten (10) working days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.~~

16. LOCAL SUBCONTRACTORS, SUPPLIERS, etc.

Local subcontractors, material suppliers, and labor in the City of Meriden should be considered and sought insofar, as is practical in the performance of this project.

17. CITY OF MERIDEN CODE OF 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 specifically advised that the Code of Ethics prohibits public officers or employees, their immediate families and business with which they are associated from participating in any transaction which is incompatible with the proper discharge of official duties or responsibilities. Bidders are also

INFORMATION TO BIDDERS: Page 5

advised that the Code of Ethics contain provisions with respect to paid contractors and former employees and officials.

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.

Copies of the Code of Ethics may be obtained from the office of the City Clerk.

18. NON-COLLUSION AFFIDAVIT

Each bidder submitting a bid to the City of Meriden for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto an affidavit substantially in the form provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted.

Before execution of any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in the Section entitled "Subcontract" under the General Conditions.

19. SOIL CONDITIONS

The Owner does not guarantee the accuracy of any information which it may have obtained as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does the Owner represent that the Plans and Specifications drawn are based upon any soil data so obtained. The Owner does not make any representations as to the soil data so obtained. The Owner does not make any representations as to the soil conditions to be encountered or as to foundation materials.

20. AWARD IN CASE OF A TIE

In the event there are two or more responsible bidders the decision to award 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.

21. ASSIGNMENT OF CONTRACT

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

22. PERMITS:

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 for building permit information at (203) 630-4091. For all other required permits contact Engineering Department at 203-630-4018.

23. 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.



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

**ADAM B. TULIN, MPA
PURCHASING OFFICER**

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

Shall Be Submitted With Bid

NON-COLLUSIVE BID STATEMENT

B020-12 Sale of Scrap Metal Materials

The undersigned bidder, having fully informed it 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

Phone Number & Ext.

Fax Number

E-mail address

1. Minority owned business? _____ yes _____ no
2. Years organized. _____
3. Is your company a corporation _____ yes _____ no
If yes where incorporated? _____
4. How many years have you been engaged in business under your present firm name? _____
5. Former Firm Name (if any) _____
6. List total number of Personnel _____
7. List Vehicles and Equipment that you will use to perform this work: (show age of vehicles and equipment, sizes, capacities, etc.)

8. List the work to be performed by Subcontractors and summarize the dollar value of each subcontract.

9. List the name and address of the more important contracts recently completed by you, starting the approximate gross cost for each, and the month and year completed:

10. General character of work performed by you _____

11. Have you ever failed to complete any contract awarded to you? If so, where and why?

BID # 20-12

**PROPOSAL SHEET
FOR
SALE OF SCRAP METAL MATERIAL**

I, WE, the undersigned, hereby agree to purchase and remove scrap brass waterworks supplies at the net price stated below, in accordance with the specifications and conditions contained in the Invitation to Bid, Rules and Regulations for Competitive Bidding, Conditions and Specifications, all of which are made a part of this Proposal.

Price Per Lb.

Fixed Price per pound for Scrap Metal

\$ _____

BIDDER: _____

ADDRESS: _____

SIGNED BY: _____ TITLE: _____

NAME: (please print): _____ DATE: _____

TELEPHONE# _____ FAX# _____

E-MAIL: _____

**CITY OF MERIDEN
MERIDEN, CONNECTICUT 06450**

**GENERAL CONDITIONS
FOR
SALE OF SCRAP METAL FOR WATERWORKS MATERIALS
B020-12**

The City of Meriden has various scrap metal waterworks material to be sold and removed. The Water and Sewer Divisions have approximately 21 drums of various sorted metal products as well as a large metal luger. The City will accept bids for the sale and removal of the scrap material “as is, where is”. The material is located at two (2) of the Water Department’s storage yards and the Sewer Department (WPCF) in Meriden, CT.

Bidder must supply all labor, materials and equipment necessary to remove the scrap material from the storage site. Bidders may contact Robert Peter (203-537-1090) rpeter@meridenct.gov, if they wish to view the scrap material.

The scrap material, located at the Water Department storage yards on Westfield Rd and Parker Avenue, is composed mostly of iron pipe, copper pipe, brass meters and fittings and lead pipe. The material may also contain some brass, steel bolts, rubber gaskets and perhaps stainless steel. This material was recovered from various Water/Sewer replacement and improvement projects in town and most materials are contained in various steel barrels. The Sewer Division has a metal luger located at the Evansville Avenue, Water Pollution Control Facility.

All materials must be weighed on a certified truck scale. A Water Department employee may be present to monitor the process.

PAYMENT:

Payment shall be made to the Town within five (5) business days after pickup. Along with the payment check, Contractor shall provide copies of scale tickets and a statement showing the payment calculations based upon the weight, according to the certified scale, of scrap materials removed.

CT

J/D

IRON

IRON

IRON

BRASS

Copper

Copper

Lead

Castrol

Castrol

FIRE





SNC - 5250
Blended Carbon Steel
NET WEIGHT 100
LBS

WARNING
AVISO


