

# Invitation to Bid #12PSX0357

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## Ready-Mixed Concrete Using Certified Portland Cement

Contract Specialist: Janet DelGreco Olson

Date Issued: 9 November 2012

Due Date: 12 December 2012



**Department of Administrative Services**



## TABLE OF CONTENTS

<b>OVERVIEW</b>	<b>3</b>
<b>SCOPE</b>	<b>3</b>
<b>INSTRUCTIONS TO BIDDERS</b>	<b>3</b>
<b>BID / CONTRACT REQUIREMENTS</b>	<b>4</b>
<b>INDEX OF ABBREVIATIONS/DEFINITIONS</b>	<b>10</b>

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# Invitation to Bid

## Ready-Mixed Concrete Using Certified Portland Cement

### Overview

The Department of Administrative Service (DAS) is soliciting this Invitation to Bid (ITB) on behalf of the Connecticut Department of Transportation (ConnDOT) for Ready-Mixed Concrete Using Certified Portland Cement. The current Contract number for this commodity is 11PSX0278 and can be view at the following link:

[http://www.biznet.ct.gov/SCP\\_Search/ContractDetail.aspx?ID=10566](http://www.biznet.ct.gov/SCP_Search/ContractDetail.aspx?ID=10566)

Contract period shall be from January 1, 2013 through December 31, 2013 with the option for the State to extend for up to the full original Contract term, or parts thereof. The estimated cost for this Contract is \$53,000.00.

### Scope

The resultant Contract shall cover the State of Connecticut, Department of Transportation's (ConnDOT) needs for Ready-Mixed Concrete using Certified Portland cement delivered to locations listed on Exhibit B, Price Schedule.

### Instructions to Bidders

#### I. Bid Schedule

Release of ITB:	Date: November 9, 2012
Receipt of Questions	Date: November 16, 2012
Answers to Questions posted as an Addendum:	Date: November 20, 2012
Bid Due Date:	Date: December 12, 2012 at 2:00 PM Eastern Time

During the period from your organization's receipt of ITB, and until Contract is awarded, your organization shall not contact any employee of the State of Connecticut for additional information, except in writing, directed to the DAS/Procurement Services, Attn.: Janet DelGreco Olson, 165 Capitol Avenue, 5th Floor South, Hartford, CT 06106.

### III. Questions

Questions for the purpose of clarifying ITB shall be emailed to: [janet.delgreco@ct.gov](mailto:janet.delgreco@ct.gov) and shall be received by the Contract Specialist no later than the date specified.

### IV. Solicitation Submission

Solicitations shall be submitted online by ITB due date and time only. Contractors shall upload their solicitation submission to their BizNet Account. Any material that is not submitted online with your company's solicitation submission shall not be accepted under any circumstances. No documentation shall be submitted by hard copy, fax or email.

### V. Public Bid Opening

Please note that the public bid openings are now conducted online. Since solicitations are now uploaded to the bidder's BizNet account, solicitation results shall be available online from all bidders that submitted a solicitation. **The pricing results are only available for 24 hours after the bid opening date and time.**

How to View Bid Results:

- Go to the DAS/Procurement website: [das.ct.gov/Portal](http://das.ct.gov/Portal)
- Click on the heading "Current Solicitations"
- Click radio button "Under Evaluation"
- Search for the bid
- Click on "Public Opening" under the bid due date and time

## Bid / Contract Requirements

### I. Mandatory Extension to State Entities

Contractor is required to offer and extend Contract (including pricing, terms and conditions) to Political Sub-Divisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations.

When a Political Sub-Division, School, and/or Not-For-Profit Organization utilize Contract, all references to the "State" are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.

### II. Set Aside Participation

No Set Aside requirement for ITB

### **III. Motor Carrier Safety Review.**

If the performance of Contract requires the use and operation of any commercial motor vehicle, as defined in section 14-1 of the Connecticut General Statutes, or other motor vehicle with a gross vehicle weight rating (GVWR) of 18,000 pounds or more, each Contractor shall be the subject of an evaluation, conducted by the Connecticut Department of Motor Vehicles (CTDMV) of its motor carrier safety fitness. The primary factor in the evaluation is the current SAFESTAT score, calculated by the U.S. Federal Motor Carrier Safety Administration (FMCSA) in accordance with the provisions of Title 49, Section 385.1, et seq., of the Code of Federal Regulations.

To be deemed qualified; Contractor shall have an overall SAFESTAT category rating of "D" or better, on the date of evaluation. In addition, Contractor's driver and vehicle out-of-service rates shall be consulted. The rates are determined by the number of out-of-service violations cited to the motor carrier in the course of all official, reported vehicle and/or driver inspections conducted during the preceding thirty (30) months. To be deemed qualified, Contractor shall not have either a vehicle or driver out-of-service rate, by percentage of out-of-service violations per the total number of inspections reported, that is more than twice the national average. In addition, Contractor shall have a current federal safety management practices rating of "Satisfactory," as defined in 49 CFR section 385.3, as amended.

Contractor shall provide the company's Federal DOT ID number where specified in Exhibit B. Failure to provide this information may result in the rejection of bid.

Further information concerning the motor carrier safety evaluation, to which a Contractor is subject, may be obtained from CTDMV, at:

<http://www.ct.gov/dmv/cwp/view.asp?a=798&q=413206&dmvPNavCtr=|#49068>. All official inspection and rating data that is used in the performance of each evaluation is available to any motor carrier through the federal SAFESTAT website at:

<http://www.ai.volpe.dot.gov/>.

### **IV. Quantities and/or Usages**

Bid price shall cover any quantity ordered for Contract period as indicated in Exhibit B, Price Schedule. The State shall not guarantee the amount of material that shall be purchased.

**V. Contract Separately / Additional Savings Opportunities**

The State reserves the right to either seek additional discounts from Contractor or to contract separately for a single purchase, if in the judgment of DAS/Procurement Services, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the published contract prices, whether or not such a savings actually occurs.

**VI. Emergency Standby for Goods and/or Services**

In the event of a declared emergency or natural disaster within the State of Connecticut, not resulting from inadequate inventory or contract expiration, but which are expected to be temporary in nature, DAS and/or Client Agency reserves the right to request the goods and/or services called for in Contract from Contractor. Contractor shall make best effort to provide goods and/or services at the time and in the manner specified by DAS and/or Client Agency. From the time a request for goods and/or services is made Contractor shall acknowledge the request within two (2) hours. If Contractor is unable to respond or provide the goods and/or services requested, DAS and/or Client Agency reserves the right to procure said good and/or services from another source. Contractors called upon to perform under emergency circumstances shall supply goods and/or services in a timely manner such that time is of the essence.

Contractors shall offer the DAS and/or Client Agency first priority for goods and/or services, which are unknown at this time, but which may be required during an actual emergency, from its regular sources of supply at the rates set forth in Exhibit B, Price Schedule of Contract.

**VII. Brand Name Specifications and/or References**

The use of the name of a manufacturer or of any particular make, model or brand in describing an item does not restrict Contractor to that manufacturer or specific article unless limited by the term "no substitute". However, the article being offered shall be of such character and quality so that it shall serve the purpose for which it is to be used equally as well as that specified, and Contractor shall warrant to the State that it is fit for that purpose. Bids on comparable items shall clearly state the exact article being offered including any and all applicable options and Contractor shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If Contractor does not indicate that the article offered is other than as specified, it shall be understood that Contractor is offering the article exactly as specified. Contractor shall submit complete documentation on the specifications and quality levels of the proposed products. Bids submitted that do not contain this documentation are subject to rejection.

## **VIII. P-Card (Purchasing Credit Card)**

Purchases for all state agencies that are less than \$1,000 shall be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued from Contract using the MasterCard. Contractor shall be responsible for the credit card user-handling fee associated with credit card purchases. Contractor shall only charge to the State's MasterCard upon delivery of goods or rendering of services.

Contractor shall capture and provide to their Merchant Bank, Level 3 reporting at the line item level for all orders placed by State MasterCards.

Questions regarding the State of Connecticut MasterCard Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at (860)713-5072.

## **IX. E-Commerce (Electronic Commerce)**

The State utilizes an internet-based E-Procurement ordering system, known as Core-CT. Awarded Contractor shall receive purchase orders from the State through the Core-CT System and shall provide electronic invoicing to be loaded into the Core-CT System.

Contractor shall provide the State with functional data files that include specific formats for product and pricing information to be loaded into the Core-CT system, or enable electronic access/interface to the Contractor's catalog (either through a punch-out catalog or a third-party hosted catalog). In the event third-party hosted catalog is used, Contractor shall invoice the State for the awarded products at the contracted prices. By providing a punch-out catalog solution, Contractor shall provide its own online catalog of the State's offerings. By providing a third-party hosted catalog, Contractor shall provide a list of its products/pricing in an electronic data file to a third-party provider which hosts multiple catalogs for the State.

Upon Contract award, Contractor shall provide the State with a functional data file that shall then be loaded into a catalog in Core-CT for Client Agency ordering purposes. The Core-CT Catalog shall be maintained in Core-CT by State personnel or through a third-party acting on the State's behalf. Contractor shall provide functional data files within ten (10) business days from the date of Contract award notification. Failure to provide functional data files within the time allotted shall constitute breach of Contract. Detailed information on the functional data file requirements and Core-CT is available at [www.das.ct.gov/SupplierKitCoreCT](http://www.das.ct.gov/SupplierKitCoreCT).

When Contractor is required to provide the State with a punch-out or third-party hosted catalog, Contractor shall cooperate with the State to create a project plan, project schedule and methodology of operation to enable and maintain the integration of Contractor statewide Contract offerings within a timeframe that is mutually agreeable to the State and Contractor. The State shall determine which of the catalog structures (either punch-out or hosted) shall be provided by Contractor. The State may utilize a third-party provider to coordinate this integration on behalf of the State.

Contractor's functional data files or catalogs shall contain the most current pricing, as well as the most up-to-date product offerings that Contractor is authorized to provide in accordance with Contract. During the term of Contract, functional data file updates and/or catalog updates shall be provided in a timely manner. Frequency of these updates is outlined in the pricing specification section of Contract. Additional information on functional data file updates is available in the "Supplier Kit" found at: [www.das.ct.gov/SupplierKitCoreCT](http://www.das.ct.gov/SupplierKitCoreCT). State approved price adjustments are not effective until implemented within the Core-CT catalog, punch-out catalog or third-party hosted catalog and a Contract Supplement is issued by the State.

Existing pricing/product information shall remain in effect until a functional data file or catalog is received, approved, loaded and a contract supplement is issued by the State.

#### **A. Contract Award**

1. Upon Contract award, Contractor shall be notified that a functional data file is needed.
2. Contractor shall provide functional data files within ten (10) business days from the date of notification.
3. Failure to provide functional data files within the time allotted shall constitute a breach of contract.

#### **B. Data Updates**

1. During the term of Contract, data file updates (price changes, product changes) shall be provided in the format specified.
2. Frequency of data file updates is outlined in the pricing specifications section of this ITB document). Additional information on data updates is available in the supplier kit found at: <http://das.ct.gov/SupplierKitCoreCT>.
3. Existing pricing/product information will remain in effect until a functional data update is received and a Contract Supplement is issued.

## **X. Contract Award**

The State reserves the right to award Contract in a manner deemed to be in the best interest of the State and may include, but not be limited to:

- A. by item, group of items, or in its entirety
- B. geographic location to adequately service the entire State of Connecticut in the best possible manner
- C. multiple contractor award

## **XI. Bonds**

No Bond requirements for ITB.

## **XII. Micro Business Preference**

Contract shall be awarded to the lowest responsible qualified Contractor. The qualities of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the State government and the delivery terms shall be taken into consideration, and the life-cycle costs and trade-in or resale value of the articles may be considered where it appears to be in the best interest of the State. In determining the lowest responsible qualified Contractor, a price preference of up to ten percent (10%) may be given for the purchase of the goods or services from micro businesses. Micro business means a business with gross revenues not exceeding three million dollars (\$3,000,000) in the most recently completed fiscal year. To be considered for this ten percent (10%) price preference, Contractor shall provide a copy of their Federal Internal Revenue tax return form, with their bid, for the most recent fiscal year, confirming their gross revenues of less than three million dollars (\$3,000,000). Failure to provide such tax return with the bid shall deny Contractor consideration for price preference. For companies who have not yet filed their tax return for the most recently completed fiscal year, in lieu of a tax return, a letter from a Certified Public Accountant attesting to the company's gross estimated revenues for the most recently completed fiscal year shall be accepted.

## **XIII. Subcontractors**

DAS shall approve any and all subcontractors utilized by the successful Contractor prior to any such subcontractor commencing any work. Contractor acknowledges by the act of submitting a bid that any work provided under Contract is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. It is also understood that successful Contractor shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by successful Contractor to DAS upon request. Successful Contractor shall provide the majority of services described in the specifications.

## Index of Abbreviations/Definitions

### Abbreviations:

DAS	Department of Administrative Services
ITB	Invitation to Bid
ConnDOT	Connecticut Department of Transportation
CTDMV	Connecticut Department of Motor Vehicles
GVWR	Gross Vehicle Weight Rating
FMCSA	Federal Motor Carrier Safety Administration
P-Card	Purchasing Credit Card
FOIA	Freedom of Information Act

### Definitions:

BizNet is a central collection area and informational tool for companies looking to do business with the State of Connecticut.

Client Agency means any State of Connecticut agency, Political Subdivision of the State of Connecticut (Town, Cities, Municipalities) and Not-for Profit Organizations.

E-Commerce: The State utilizes an internet-based E-Procurement ordering system, known as Core-CT. Awarded Contractor shall receive purchase orders from the State through the Core-CT System and shall provide electronic invoicing to be loaded into the Core-CT System.