

Form Pur. 1
 REQUEST FOR QUOTATION
 BIDS TO BE SUBMITTED TO:
 DEPARTMENT OF PURCHASES
 27 WEST MAIN STREET, ROOM 401
 NEW BRITAIN, CT 06051

Bid No. 3894

Issued: 08/04/2016

Page 1 of 11 Pages

Sealed bids, subject to the conditions set forth on the second page hereof, will be received by the City Purchasing Agent until the time and date set forth. In compliance with all of the conditions hereof, the Bidder, whose name appears hereon, offers and agrees to furnish and deliver to the destination all of the commodities and./or services against which prices are quoted.

Prices Quoted Must be F.O.B.: City Yard, 55 Harvard Street
New Britain, CT

Date of Bid Opening August 30, 2016 Time 11:00 AM

Delivery Required _____ Jack Pieper
 Purchasing Agent

Amount of Bid Bond None

Bid No. 3894

Date Submitted _____

Delivery: _____ days after receipt of order

Terms: Cash Discount _____ % 30 Days

Net Cash _____ Days

Bidder _____

Street _____

City _____ ST _____ Zip _____

Signature and Title

(Printed name of signer)

Bidder's Telephone Number _____

Bidder's Email Address _____

ITEM NO.	DESCRIPTION OF COMMODITIES AND/OR SERVICES	PRICING
	<p align="center">SAND FOR SNOW AND ICE CONTROL FOR THE 2016 – 2017 WINTER SEASON</p> <p>1. Sand for Snow and Ice Control- Delivered to 55 Harvard Street, New Britain, Connecticut</p> <p>(Option) Sand for Snow and Ice Control – to be picked up by the Public Works Department at Bidder's location</p> <p>Note:</p> <p>No guarantee is made expressed or implied, of the Quantities to be ordered by the City of New Britain</p> <p>Pricing submitted by the Bidder is firm with no price increases throughout the Bid Term, for the 2016-2017 Winter Season.</p> <p>Duration of the Bid Price (How long will bid price be held for) Number of Days? _____</p> <p align="center">****PLEASE SUBMIT BIDS IN DUPLICATE****</p> <p>THE FOLLOWING MUST BE EXECUTED/COMPLETED AND RETURNED: 1. Form Pur. 1 (Request for Quotation). 2. Notice to Prospective Bidders, Pages 6-14 3. Bidders to submit a completed W9 and Non Collusive Form</p> <p><u>BIDS WILL NOT BE ACCEPTED AFTER THE STATED BID OPENING DATE AND TIME.</u></p> <p><u>PLEASE NOTE THAT BIDS SUBMITTED CANNOT BE FAXED OR E-MAILED.</u></p>	<p align="center">Price Per Cubic Yard</p> <p>\$ _____</p> <p>\$ _____</p>

IMPORTANT - READ CAREFULLY BEFORE MAKING BID: CONDITIONS, BID TERMS AND INSTRUCTIONS
CITY OF NEW BRITAIN CONNECTICUT -DEPARTMENT OF PURCHASES

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the Bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in duplicate in sealed envelopes clearly identified with the appropriate bid number.
2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the City after the date and time specified for bid opening, will not be considered. If any person contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the specifications, plans or other documents, he should submit a written request for an interpretation thereof to the City Purchasing Agent at least 10 days prior to scheduled bid opening. An interpretation of the bid invitation documents will be made only by addendum duly issued to each person receiving a bid invitation and/or holding plans. The City of New Britain will not be responsible for explanations or interpretations of bid invitation documents except as issued in accordance herewith. Note regarding addenda: Addenda shall be mailed via certified mail to all vendors listed on the City's list of plan holders. Addenda will be made available to those vendors downloading specifications from a website at that same website.
3. Prices should be stated in units of quantity specified, with packing and delivery to destination and all other incidental charges included.
4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the Bidder shall so state.
5. Samples, when requested, must be furnished free of expense to the City, and if not destroyed, will, upon request, be returned at the Bidder's risk and expense.
6. Quotations must show unit price, amount and grand total, or bid may be rejected. In case of error in the extension of prices, the unit price shall govern.
7. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identification.

This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. The City reserves the right to make final determination of equivalency.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the City. If the Bidder does not indicate that the commodity he proposed to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity described.

8. Bidder declares that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. Abstracts of bids received are prepared for distribution by the Department of Purchases.
9. Award will be made to the lowest responsible qualified Bidder, who shall be determined in accordance with and pursuant to Section 2-578, inclusive of the Purchasing Ordinances City of New Britain. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award. Section 2-578, item 10, allows up to a six percent differential in favor or resident Bidders. Differential percent (up to 6%) is assigned on a bid-by-bid basis by the Acting Purchasing Agent.
10. The City reserves the right to award by item, groups of items or total bid; to divide the award; to reject any and all bids, in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the City will be served.
11. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low Bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
12. Acceptance of a bid by the City is not an order to ship.
13. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities and/or services described therein shall constitute a contract between the Bidder and the City, which shall bind the Bidder on his part to furnish and deliver the articles quoted at the prices stated and in accordance with the conditions of said accepted bid.
14. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
15. In event of default by the Bidder, the City reserves the right to procure the commodities and/or services from other sources and hold the Bidder liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.
16. Where a bid bond is required, such bond must accompany the bid; it must be executed by a surety company licensed to do business in the State of Connecticut; or it may be in the form of a cashier's or certified check made out to the "Treasurer, City of New Britain". Said bond or check shall be given as security that, if the bid is accepted, a contract will be entered into and the performance guarantee properly secured.
17. The bid bond, cashier's or certified check shall be forfeited and the principal amount of said bid bond shall be paid to the City or said check shall be surrendered to the City as the agreed amount of liquidated damages in case of failure of Bidder to enter into contract as above described. The bid bond or check will be released or returned to the Bidder in case his bid is rejected.
18. The Bidder guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Bidder is not the patentee, assignee or licensee.
19. The Bidder, where applicable, agrees to pay its labor force Prevailing Wage Rates and to comply to all Laws, Regulations and Ordinances regarding these wage rates and the recording of them set forth by the Connecticut Department of Labor and the City of New Britain Connecticut.

The City of New Britain, through its Purchasing Agent, is seeking competitive bids for the following commodity:

SAND FOR SNOW AND ICE CONTROL FOR THE 2016-2017 WINTER SEASON

Specifications for the product required follow. The Purchasing Agent reserves the right to divide the award and the right to reject any and all bids, in whole or in part, as best serves the interests of the City of New Britain. *SEALED BIDS ARE TO BE SUBMITTED BY THE DATE AND TIME SPECIFIED ON THE COVER SHEET TO: CITY OF NEW BRITAIN PURCHASING DEPT., ROOM 401, 27 WEST MAIN ST., NEW BRITAIN, CT 06051. BID ENVELOPE IS TO BE CLEARLY MARKED ON THE OUTSIDE WITH BID NUMBER AND NAME.*

Notice to bidders:

1. All delivery and any incidental charges must be included in the pricing. Delivery point is City Yard, Harvard Street, New Britain, CT. Stated quantities are estimates only; no guarantee is given, express or implied, as to actual quantities to be ordered.
2. The City of New Britain is exempt from the payment of taxes imposed by the federal government and/or the State of Connecticut; such taxes shall not be included in the bid prices.
3. Exceptions to specifications must be clearly stated on a separate piece of paper.
4. Manufacturer must be clearly stated if applicable.
5. Questions regarding the Purchasing Process or any Technical Questions may be directed to Jack Pieper Purchasing Agent, (860) 826-3402.
6. Vendor insurance requirements are as follows:
Vendor shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

		(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* (Excess Liability)	
	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

* "The City of New Britain and Consolidated School District" shall be named as "Additional Insured". Coverage is to be provided on a primary, noncontributory basis.

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 Purchasing Agent prior to purchase order/contract issuance. Vendor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above-described policies be cancelled before the expiration date, written notice must be made to the City 30 days prior to cancellation. The vendor agrees to name the City as Additional Insured on all Insurance Policies except Workers Compensation and to provide a Waiver of Subrogation on all Insurance Policies.

The Vendor shall agree to submit proof of the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders' rating according to Best Publication's latest edition Key Rating Guide.

7. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Forms hereto attached and at its option may reject the same. The City reserves the right to reject any Bid submitted that is not in full compliance with these Instructions to Bidders as being not responsive. The City also reserves the right to reject the Bid of any Bidder it considers not responsible.

8. The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any and all bids if evidence submitted by or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work or delivery the items contemplated therein.

9. The City shall not be held responsible for any misspellings, typographical errors, omission or conflicting information within the bid documents. If the Bidder finds any within the bid documents, the Bidder should contact the Purchasing Agent requesting clarification.

10. No guarantee is made expressed or implied, of the Quantities to be ordered by the City of New Britain

11. Pricing submitted by the Bidder is firm with no price increases throughout the Bid Term, for the 2016-2017 Winter Season.

SPECIFICATIONS:

Scope: This specification applies to sand for snow and ice control

Description: 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.

The sand shall contain not more than ten percent (10%) of material Finer than the #200 sieve, using AASHTO Method T11.

The sand shall conform to the flowing gradation requirements:

Square Mesh Sieve (Inches)	% Passing Mass
3/8	100
#4	70-100
#50	0- 40
Square Mesh Sieve (Inches)	% Passing Mass
#100	0-15
material finer than #200	0-10

Washed Sand: If washed sand is supplied, it shall be stockpiled at lease twenty –four (24) days before being sold to the City for use.

In no case shall sand be accepted that contains frozen lumps or other detrimental material

Material will be ordered and delivered in full truck loads; delivery must be made within 48 hours under routine supply conditions and 24 hours under emergency conditions.

A sample of the sand must be submitted with the Bid Documents and will be tested by the Public Works Department to assure that it meets Bid Specifications before the award of this Bid is made. The City reserves the right to reject any Bid that the sample of sand submitted does not meet Bid Specifications or if a sample is not submitted with the Bid.

NON COLLUSIVE AFFIDAVIT OF BIDDERS

BID# 3894 - Sand for Ice and Snow Control 2016-2017 Winter Season

State of (_____);

County of (_____).

I state that I am the _____ of _____
(title) (name of firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I certify that:

- (1) The price and amount on this bid has been arrived at independently and without consultation, communication, or agreement with any other bidder.
- (2) Neither the price(s) nor the amount of this bid and approximate price(s) nor approximate amount of this bid has been disclosed to any other firm or person who is a bidder and that no disclosure of these items will be made prior to the bid opening.
- (3) No attempt has been or will be made to induce any firm or person to refrain from proposing on this bid, or to submit a bid higher than this bid, or to submit any intentionally higher or non competitive bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New Britain, owner, or any person interested in the proposed Contract.
- (5) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non competitive proposal.

(6) I state that _____ understands and acknowledges that all
(name of my firm)

representations of this affidavit are material and important, and will be relied on by the City of New Britain in awarding a contract for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of New Britain of the true facts relating to the submission of bids for this contract.

The undersigned bidder further certifies that this statement is executed for the purpose of including the City of New Britain to consider the bid and make an award in accordance therewith.

Subscribe and Sworn to me this

_____ day of _____, 2016

Notary Public
My Commission Expires

Legal Name of Bidder

Business Address

Signature and Title of Person

Date

NOTICE TO PROSPECTIVE BIDDERS
CERTIFICATION REQUIRED

The City of New Britain Code of Ordinances, Sec. 2-575, reads as follows:

Sec. 2-575. Rejection of bid where bidder is in default to city. The agent shall not accept the bid of a contractor who is in default on the payment of taxes, licenses or other monies due the city. The agent shall include in the bid document a form to be executed by a bidder, certifying that said bidder is not in default on the payment of taxes, licenses or other monies due the city. As used in this section, (1) a "principal" of a contractor shall mean an individual who is a director, an officer, an owner, a limited partner or a general partner; and (2) "default in the payment of taxes" shall mean the failure to pay taxes by the date such taxes are due and payable or the failure to be current with respect to a delinquent taxes payment schedule as set forth in a written agreement with the Tax Collector.

In accordance with this provision, prospective vendors make the following certification:

The principals, as defined above, of the entity submitting responses to Public Bid No. 3894 are: (Please type or print clearly and use additional pages if necessary).

1. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

If a principal, as defined above, in any local entity other than the entity submitting a response to the Public Bid No. listed above, state the entity or entity's name(s) and address(es):

NOTICE TO PROSPECTIVE BIDDERS
CERTIFICATION REQUIRED

2. Name : _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

If a principal, as described above, in any local entity other than the entity submitting a response to the Public Bid No. listed above, state the entity or entity's names(s) and address(es):

3. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

If a principal, as defined above, in any local entity other than the entity submitting a response to the Public Bid No. listed above, state the entity or entity's name(s) and address(es):

NOTICE TO PROSPECTIVE BIDDERS
CERTIFICATION REQUIRED

4. Name : _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

If a principal, as described above, in any local entity other than the entity submitting a response to the Public Bid No. listed above, state the entity or entity's names(s) and address(es):

5. Name : _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

If a principal, as described above, in any local entity other than the entity submitting a response to the Public Bid No. listed above, state the entity or entity's names(s) and address(es):

CERTIFICATION IS HEREBY MADE THAT _____ (ENTITY SUBMITTING BID) AND PRINCIPALS THEREOF ARE NOT IN DEFAULT ON PAYMENT OF TAXES, LICENSES, OR OTHER MONIES DUE THE CITY OF NEW BRITAIN AS OF THE DATE OF BID SOLICITATION.

Signature of Principal of Entity Submitting Bid:

_____ Date: _____

Review by Tax Collector: (To be filled in only if vendor is awarded the contract as the result of Public Bid)

By: _____ Date: _____



City of New Britain
New Britain, Connecticut 06051

*“New Britain:
A City for
All People”*

27 WEST MAIN ST., NEW BRITAIN, CT 06051

PHONE: (860) 826-3434
FAX: (860) 612-4204
E-MAIL: jpieper@newbritainct.gov

Date: _____, 2016

Subject: Sand for Snow and Ice Control, 2016-2017 Winter Season, Bid #3894

To Whom It May Concern:

Specifications for subject bid solicitation are enclosed for your review and response.

If you do not submit a bid, we request that you complete the bottom portion of this letter and return to the writer’s attention. This shall assist the City of New Britain in maintaining accurate bidders’ lists.

Your cooperation is greatly appreciated.

Very truly yours,

Jack Pieper
Purchasing Agent

Company Name: _____

Address: _____

We are not responding to subject bid solicitation for the following reason:

- Our company does not sell the requested product.
- Our company does not provide the requested service.
- Our schedule will not allow us to provide the requested service at this time.
- Other (please explain): _____
