

NAUGATUCK, CONNECTICUT

**Contract No. 21-24
Snow & Ice Control Sand**

CONTRACT DOCUMENTS

**PREPARED BY THE
BOROUGH OF NAUGATUCK
Department of Public Works**



INVITATION TO BID

Borough of Naugatuck Contract 21-24 Snow & Ice Control Sand

The Borough of Naugatuck seeks Bids to Purchase Snow & Ice Control Sand for the period of July 1, 2021 thru June 30, 2022.

Bids must be received on or before **Monday October 18, 2021 at 11:00 a.m.** Bids/RFQ's will be opened at the Borough of Naugatuck, Town Hall, Purchasing Office (located in the basement), 229 Church Street, Naugatuck, CT 06770 and read aloud via Zoom due to COVID-19.

Please follow link below to access scheduled bid opening.

Join Zoom Meeting

<https://us06web.zoom.us/j/6761116286>

Meeting ID: 676 111 6286

One tap mobile

+16465189805,,6761116286# US (New York)

+19292056099,,6761116286# US (New York)

Dial by your location

+1 646 518 9805 US (New York)

+1 929 205 6099 US (New York)

Meeting ID: 676 111 6286

Find your local number: <https://us06web.zoom.us/j/6761116286>

The Borough of Naugatuck reserves the right to waive any informalities or to reject any or all bids.

No Bidder may withdraw his bid within (90) days after the actual date of the opening thereof.

The Borough of Naugatuck is an affirmative action/equal opportunity employer MBE's, WBE's and SBE's are encouraged to apply.

60 - 1.4 - Equal opportunity clause:

(a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with

any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION A

INFORMATION FOR BIDDERS

Borough of Naugatuck

Contract No. 21-24 ; *Snow and Ice Control Sand*

1. Proposals Received

Sealed proposals for the Snow & Ice Control Sand will be received by the Purchasing Office, Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770 until **Monday, October 18, 2021 at 11:00 A.M.** Local time. Immediately following, the bids will be publicly opened and read.

A certified sieve analysis of the material being bid shall be submitted with each bid. Proof and evidence of subscription to a legal drug and alcohol testing program as further described herein shall also be submitted along with each bid. Bids may be deemed unacceptable and rejected if the aforementioned requirements are not fulfilled. Material Safety Data Sheet (MSDS) shall be submitted prior to award of contract. Bid Bonds are not required.

2. Location and Description of Work

Contract No. 21-24; *Snow and Ice Control Sand*

Supply and Delivery of *Snow and Ice Control Sand*

3. Schedule of Construction and Time of Completion

- 3.1 The Material will be delivered to the Department of Public Works site at 211 Spring Street, Naugatuck, CT.
- 3.2.1 Delivery must begin within 2 days after the order is placed and must be continuous until the tonnage ordered has been supplied. The bid amount may or may not be ordered all at once. Failure of the

- Contractor to achieve satisfactory progress shall be grounds for cancellation of the contract.
- 3.3 All deliveries trucks must accompanied by a certified weigh ticket.
 - 3.4 Payment will be based upon the net weight recorded (heavy or incoming truck weight minus the light or outgoing truck weight)
 - 3.5 Deliveries which are not weighed will be rejected without prejudice and will not be paid for by the Borough of Naugatuck.
4. Sampling, Inspection and Testing:
- 4.1 The Borough of Naugatuck reserves the right to take samples of the materials that are used or to be furnished under this contact.
 - 4.2 It is the intent of these specifications to secure work which will meet the requirements of the State of Connecticut Department of Transportation Specifications as further described herein, and shall be the basis for properties of materials, methods of construction, methods of measurement and criteria for payment, except as specifically modified or amended by the specifications.
 - 4.3 The source of supply of each of the materials specified shall be approved by the Borough of Naugatuck before delivery is started. Only material conforming to the requirements of these specifications and approved by the Director of Public Works shall be used in the work. If, after trial, it is found that sources of supply which have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the contractor shall furnish approved materials from other sources. Material that, after approval of the source, has in any way become unfit for use will not be accepted by the Borough of Naugatuck. All materials being used are subject to inspection, test or rejection any time during the preparation and use.
 - 4.4 The Public Works Department reserves the right to re-test any materials which have been tested and accepted at the source of the supply, after the same have been delivered, and to reject any materials, which when delivered, do not meet the requirements.
5. Drug and Alcohol Testing Requirements:
- 5.1 The Contactor shall comply with all State and Federal laws, statues, rules and regulation relating to the work, including the U.S. Department of Transportation drug and alcohol testing requirements.
 - 5.2 Contractor shall submit evidence and proof of subscription to a drug and alcohol testing service with its bid to the Borough of Naugatuck. Bids submitted without such proof shall be rejected without prejudice.
 - 5.3 The Contractor shall be required to continue drug and alcohol testing throughout the duration of this Contract.
 - 5.4 The Contractor agrees to hold harmless and indemnify the Borough of Naugatuck for all violations of the Connecticut General Statutes Section 14-261b.
 - 5.5 The Contractor in entering a Contract with the Borough of Naugatuck, warrants that the Contractor is in compliance with Connecticut General Statutes Section 14-261b and will remain in compliance throughout the duration of this Contract.
 - 5.6 The Contractor shall bear sole responsibility or mandating, verifying, and confirming, that all subcontractors employed by the Contractor, are in compliance with Connecticut General Statutes Section 14-261b.
 - 5.7 Regardless of definitions or interpretations of Connecticut General Statutes Section 14-261b, any subcontractor employed by the Contractor shall not be deemed a driver or employee for or of the Borough of Naugatuck.
 - 5.8 Regardless of definitions or interpretations of Connecticut General Statutes Section 14-261b, the Contractor shall not be deemed a driver or employee for or of the Borough of Naugatuck.

6. Terms and Conditions

This document, its terms and conditions and any claims arising there from, shall be governed by Connecticut law. The Contractor shall comply with all applicable law, ordinances, and codes of the State of Connecticut and the Borough of Naugatuck and shall commit no trespass on any private property in performing services under this document.

The parties agree that they waive a trial by jury as to any and all claims, cause of action or disputes arising out of this document or services to be provided pursuant to this document.

Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this document in a timely manner, unless otherwise directed by the Borough of Naugatuck.

7. Subcontracting and Assignability

None of the services covered by this document shall be subcontracted without the prior written approval of the Borough of Naugatuck for the acts and omissions of its contractors, and of persons either directly or indirectly employed by Contractor, as it is for the acts and omissions of persons directly employed by Contractor. The Borough of Naugatuck may, before making payment on the document require either an affidavit from the Contractor that all subcontractors and material men have been paid or may require waiver of mechanics' liens from any and all subcontractors and material men.

The Contractor shall not assign any interest in this document, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Borough of Naugatuck; provided, however, that claims for money due or to become due the Contractor from the Borough of Naugatuck under this document may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Borough of Naugatuck.

The Borough of Naugatuck may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Borough of Naugatuck and the Contractor, shall be incorporated in written amendments executed by both parties to this document.

8. Termination of Contract

If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, his obligations under this document, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this document by giving written notice to the Contractor of termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination all records prepared by the Contractor under this document shall, at the option of the Borough of Naugatuck, become its property.

9. Preparation of Proposals

The Proposal must be made upon the forms contained herein. The blank spaces in the Proposals must be filled in correctly where indicated. The Bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each Item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing, or printing, and shall not be

used. The Bidder shall sign his Proposal correctly. If an individual makes the Proposal, his name and post office address must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address of the firm, partnership, or corporation.

Bids will be accepted until 11:00 am October 18, 2021. All bids must be submitted and enclosed in envelopes (outer and inner) both of which shall be sealed. The following should be printed on each envelope: **“Name of the Bidder, Bid Title, Bid Number, Closing Date & Closing Time”**.

Qualifications/Proposals/Bids should be mailed or delivered to:

Town Hall/Purchasing Agent
Borough of Naugatuck
229 Church St.
Naugatuck CT, 06770

Late submissions will not be accepted.

10. Irregular Proposals

The Borough of Naugatuck reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

11. Withdrawal of Proposals

If a Bidder wishes to withdraw his Proposal, he may do so before the time fixed for the opening of bids by communicating his purpose to the office of the Purchasing Agent. Upon such notice, the Proposal will be handed to the vendor/contractor unopened.

12. Sales Tax

The Borough of Naugatuck is exempt from Sales Tax and will furnish the successful Bidder a completed sales tax exemption form. Such taxes should not be included in the bid.

13. Compliance with Federal and State Regulations

The Contractor shall be responsible for full compliance with any Federal and/or State laws, regulations and standards, as applicable to any project fully or partially funded by State and/or Federal funding agency. This project is funded, in part, by the State and Federal government.

14. Right to Reject

The Borough reserves the right to reject any or all proposals or to accept any bid, should it deem it to be in the best interest of the Borough.

15. Insurance Requirements & Agreement (see next page)

BOROUGH OF NAUGATUCK: INSURANCE AGREEMENT

1. Indemnification and Insurance

_____ ('The Contractor') shall indemnify, defend and hold harmless the Borough of Naugatuck, its officials, officers, employees and designees caused in whole or in part to the fullest extent permitted by law from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of this Agreement or due to the Contractor's negligence or willful misconduct or omissions of the Contractor or its employees, agents, subcontractors or representatives.

Prior to the commencement of the work, and until final completion and acceptance of the work, the Contractor shall procure and maintain the following types of insurance and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best Rating of A- (IX) or better. Such insurance will protect and indemnify the Borough of Naugatuck from all claims which may arise out of or result from the Contractor's obligations under this agreement, whether caused by the contractor or by a subcontractor or any person or entity directly or indirectly employed by the Contractor or by anyone for whose acts said Contractor may be liable.

- A. *Workers Compensation*: The Contractor shall provide workers compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000. Such policy shall contain a 'waiver of our right to recover from other endorsement'.
- B. *Commercial General Liability Insurance*: The Contractor shall provide commercial general liability insurance policy that includes products, operations and completed operations as follows: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of

\$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000. The policy shall name the Borough of Naugatuck as an additional insured on an ongoing basis. In addition,

- Such policy will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the additional insured.
- Such policy shall contain a broad form contractual liability endorsement or similar wording within the policy form.
- Such policy shall contain a waiver of subrogation in favor to the Borough of Naugatuck.
- Such policy shall include coverage for the Contractor's sub-contractors, or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor may be liable.

C. *Commercial Automobile Insurance:* The Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit. Such coverage shall also include hired and non-owned automobile coverage.

D. *Umbrella Liability Insurance:* The Contractor shall provide commercial umbrella liability with limits no less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate which shall be following form, without restriction or limitation, providing coverage over items (A), (B), (C), as noted above on a primary and non-contributory basis.

Prior to the issuing of any notice to proceed by the Borough of Naugatuck, the Contractor shall furnish the Borough of Naugatuck with Certificates of Insurance evidencing such insurance as set forth above. Said policies shall not be cancelled or permitted to lapse until final completion and approval of the performance of the work until ten (10) days after the Borough of Naugatuck has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated.

The Contractor shall advise their insurers or agent of the contract provisions regarding insurance. The failure of the Contractor to notify insurers or agent of the contract provision shall not relieve the Contractor from its insurance obligations under the Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this agreement and the Borough of Naugatuck retains the right to stop work until proper evidence of insurance is provided.

This document must be signed by an owner, officer, or a duly authorized agent for the company.

Signed by Contractor: _____

Date: _____

Printed Name of Contractor: _____

Title: _____

Address of Contractor: _____

Signed by *Borough of Naugatuck*: _____

Date: _____

Printed Name of *Borough of Naugatuck*: _____

Title: _____

SECTION B

16. Bid Submittal

Vendor/Contractor shall submit the following items and information:

- a. Company History, years in business.
- b. Certificate of Insurance.
- c. Other services the company provides that may impact the services provided to the town.
- d. It is required that bidding company be located within five miles of the Borough's limits.
- e. Certificate of Non-Collusion Form.
- f. Signed Insurance agreement.
- g. Vendor Registration form.
- h. Signed W-9.
- i. Copy of Company Business License as well as individual licenses(if applicable).

17. Purchasing & Invoicing

All goods and services pertaining to the SOW in this bid document shall commence with the vendors receipt of a ***Purchase Order*** from the Borough of Naugatuck.

Invoices must include the purchase order number and the charges listed in accordance with the purchase order. Invoices are to be delivered as follows:

Mailed: Borough of Naugatuck, Accounts Payable, 229 Church Street, Naugatuck, CT 06770

PROPOSAL FORMS

Contract No. 21-24; *Snow and Ice Control Sand*

The undersigned hereby agrees to furnish the Borough of Naugatuck with **Contract No. 21-24; *Snow and Ice Control Sand***, meeting the specifications and conditions of the Borough of Naugatuck, as stated in the bid documents.

The undersigned is aware that the Borough of Naugatuck may reject any and all bids in whole or in part; that the Borough may waive technical defects, irregularities and omissions; that the award will be based on the combination of items that will best serve the interest of the Borough; that the bid price does not include any taxes for which the Borough is not liable; and that acceptance of the bid will establish no exclusive contract by which the Borough of Naugatuck will be required to purchase from the undersigned.

The undersigned claims without reservation that his/her bid is made without collusion with any other person, individual or corporation.

Bid Item quantities for unit price bid items are not guaranteed. Final payment will be based on actual delivered quantities. Items not specifically identified for payment in the Bid Form shall be assumed to be included in the work effort of other bid items and shall not be paid or requested for payment separately.

This bid was determined on the basis of the following unit prices:

1. Price per TON of *Snow and Ice Control Sand Delivered to Naugatuck* \$ _____/ton

2. Location of and address of primary Stockpile; _____

3. Travel Time from stockpile to Naugatuck; _____ Min.

A certified sieve analysis dated within 90 days of the bid date must be submitted with the bid for the material being supplied.

Bid price shall remain constant for 8 months following the bid opening. If the contractor's supply is depleted the Borough will purchase from the next acceptable bidder.

SECTION C

REFERENCES

The Bidder is required to fill out the following form to enable the Borough to make inquiries and judge as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. Number of years the bidder has been in business: _____

2. List three (3) references of similar nature to the work described herein that the Bidder has completed, with name, address, and telephone number of a reference for each.

2. Has the Bidder ever failed complete work awarded; and if so, state where and why:

3. Does the Bidder plan to sublet any part of this work; and if so, give details:

Bidder _____

SECTION D

Technical Specifications

Snow and Ice Control Sand

Quantity:

Bids shall be based on the delivery of approximately five hundred (500) tons of material to the Department of Public Works Site at 211 Spring Street, Naugatuck Ct. This quantity is approximate only and the Borough reserves the right to increase or decrease the quantity with no change in the unit price.

Quality:

The sand shall meet all Connecticut Department of Transportation, specifications for snow and ice control sand. The State of Connecticut, Department of Transportation, Form 816, July 2014 shall apply. References made in these specifications will be to the referenced Form 816.

Sand supplied shall consist of clean, hard, durable, uncoated particles of quarts or other rock, free from lumps of clay, soft or flaky material, loam or other detrimental material.

The same shall contain not more than five percent (5%) of material finer than #200 sieve using AASHTO method T 11. In addition, this 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	5 max

If washed sand is supplied, it shall be stockpiled at least twenty-four (24) hours before use.

In no case shall sand be used which contains frozen lumps or other detrimental material.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature

_____/_____/_____
Date

Printed Name and Title of Person Signing Proposal

Name of Business