

Tires & Services

NAUGATUCK, CONNECTICUT

Contract No. 12-05

CONTRACT DOCUMENTS

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

March 2012



BOROUGH OF NAUGATUCK

INVITATION TO BID

Borough of Naugatuck

Sealed bids will be received by the Purchasing Agent, Town Hall, 229 Church Street, Naugatuck, CT 06770 until **Monday, April 23, 2012 at 11:00 A.M local time** for supplying the Borough of Naugatuck with the following services:

Contract No. 12-05 Tires & Services

Immediately following, the bids will be publicly opened and read.

The Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, and other Contract Documents may be examined at the Office of the Purchasing Agent, Town Hall, 229 Church Street, Naugatuck, CT 06770.

Copies of the specifications may be obtained at the Office of the Purchasing Agent upon submission of a non-refundable plan deposit in the form of a check or money order payable to the Borough of Naugatuck in the amount of **\$50.00** per set. Specifications can also be obtained at no cost from the Borough of Naugatuck website:

<http://www.naugatuck-ct.gov/content/77/1629/default.aspx>.

All firms obtaining plans and specifications must submit contact information by e-mail to whozer@naugatuck-ct.gov and Contact information must be submitted three days in advance of the bid opening to be considered.

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.

SECTION A

INFORMATION FOR BIDDERS

Borough of Naugatuck

1. Engagement of the Contractor

The Borough of Naugatuck requests that sealed bids be submitted to supply new and recapped tires and to provide/perform all service to include repairs and road calls as needed, for the fiscal year from **July 1, 2012 through June 30, 2013, inclusive**.

2. Scope of Services

All price structuring for tires (new & recaps), must be held as stated through June 30, 2013 regardless of size and/or quantity requested.

Vendor must be able to supply both tires and service at the Public Works Department's request. **VENDOR MUST BE CAPABLE OF SUPPLYING 24 HOUR SERVICE** for on and off road vehicles and equipment to include calcium filled tires. Vendor shall be available in off business hours, holidays, weekends and during inclement weather conditions. The Public Works Dept. will determine tire needs to include service, purchases and time schedules as needed.

Vendor shall state in manufacturer's brand column, in each and every space, tire brand which they are offering. Allowance will be made for minor deviations from the specifications in such items where standards differ from manufacturer to manufacturer, provided that said deviation(s) does not diminish the intended function and/or intent of the specification.

Upon delivery, all invoices must state total cost for service provided, to include any and all discount amounts, if applicable.

Pick-up and delivery of recaps will be at no charge and mandatory. Freight for new tires will be at no charge and delivery shall be free of charge.

Vendor shall submit a complete listing of tire repair and service prices, to include 24-hour road service, and said pricing shall hold the same for period July 1, 2012 through June 30, 2013.

Please direct any and all questions to: John Paige / Garage Foreman
Naugatuck Public Works Dept.
246 Rubber Avenue, Naugatuck, CT 06770
Tel: (203) 720-7070

3. 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.

4. 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.

5. 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.

6. 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.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, this address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Purchasing Office, Borough of Naugatuck, Town Hall, 229 Church Street,

Naugatuck, CT 06770.

7. 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.

8. 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 him unopened.

9. Insurance

Before execution of the Contract, the Bidder will be required to file with the Borough of Naugatuck a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Borough of Naugatuck shall name the Borough of Naugatuck and the State as additional insured parties on the form furnished with these specifications. The "Certificate of Insurance" shall state that at a minimum, with respect to the contract, the bidder carries insurance in accordance with the requirements and stipulations listed below.

Unless requested otherwise by the Borough of Naugatuck, the Bidder and its insurer shall not assert the defense of governmental immunity in the adjustment of claims or in the defense of any claim or suit brought against the Borough of Naugatuck and the State. The Bidder shall assume and pay all cost and billing for premiums and audit charges earned and payable under the required insurance.

A. Workmen's Compensation Insurance: With respect to all operations the Bidder performs and all those performed for it by subcontractors, the Bidder shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State.

B. Contractor's Public Liability and Property Damage Insurance: With respect to the Project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry regular Contractor's Public Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$2,000,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 for all damages during the policy period.

C. Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$500,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. If an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$1,000,000.

D. With respect to the project operations the Bidder performs and also those Performed for it by subcontractors, the Bidder shall carry for and on behalf of the Borough of Naugatuck, and State, insurance which shall provide coverage for each accident or occurrence in the amount of \$2,000,000 for all damages resulting from (1) bodily injury to or death of person and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 for all damages during the policy period.

E. Railroad's Protective Liability Insurance: When the contract involves work on, over or under the right of way of any railroad company, the Bidder shall, with respect to the project operations it performs and also those performed for it by subcontractors, carry Railroad Protective Liability Insurance for and on behalf of the railroad company. The insurance shall provide coverage for each accident and occurrence in the amount of \$2,000,000 for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$6,000,000 for all damages during the policy period.

F. None.

G. Termination or change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Borough of Naugatuck by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the appropriate Official.

H. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Borough of Naugatuck and State against all damages, even if groundless.

I. Compensation: There shall be no direct compensation allowed the Bidder on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

10. Sales Tax

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Borough will furnish the successful Bidder a sales tax exemption number.

11. 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.

12. Permits

All licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Contractor, at no additional cost to the Borough.

13. 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.

SECTION B

PROPOSAL

Borough of Naugatuck

Contract No. 12-05 Tires and Services

The undersigned, as Bidder, declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed Form of Contract, and the Contract Drawings therein referred to; that no person or persons acting in any official capacity for the Borough is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to execute the Form of Contract with the Borough; to provide all necessary equipment, tools, and other means of construction, and to do all work and furnish all materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Borough of Naugatuck Inspector as therein set forth, and that he will take in full payment therefore, the following unit prices and lump sums, to wit:

The Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

Successful bidders shall defend, indemnify and hold and save harmless the Borough of Naugatuck against and from any and all liabilities, claims, damages, losses, fees, costs, expenses, etc. . . which arise directly or indirectly from successful bidders operations and/or related activities.

The Borough of Naugatuck reserves the right to reject any and all: bids in whole or in part, including low bid, to make partial awards, to waive any irregularities in any quotation, to increase or decrease quantities if quantities are listed in the bid, and may reject any bid that shows any omissions not called for, conditions, or alternate proposals, and may make any such award as is considered to be in the best interest of the Borough of Naugatuck.

Fixed Price bid quotation shall be held constant for the time period beginning **July 1, 2012 through June 30, 2013 inclusive.**

Company Name: _____

Street Address: _____

Town/City: _____

Telephone: _____

Agent Signature: _____

SIZE / THREAD TYPE DESIGN	MANUFACTURER'S BRAND	UNIT PRICE
11.24.5R 16-ply		
315 / 80R 22.5 20-ply (New & Recaps)		
9R 22.5 12-ply		
16.9-28 6-ply Farm Service (Rear Lug)		
7.5-16 6-ply Farm Service (Rib)		
20.5 R25-L-3		
L.T.235 / 85R16 10-ply		
11.00 R22 16-ply		
21L-24 16-ply Tubeless Rear		
14-17.5 10-ply Tubeless Front		
11 R 24.5 16-ply All Season		
12R / 24.5 5-ply / 1-ply		
425-65 R22.5 20 ply		

Please quote manufacturer's first-line quality. Thread design, ply rating and belt construction are to be adhered to without exceptions. ALL TIRES are to be free from defects in workmanship and materials during the entire life of original thread design with limits to time or mileage.

Request for bid supplying the Borough with cold top cap, with permanent nail hole repair bandage process or equivalent for the 7/1/12 – 6/30/13 fiscal year. Vendors must indicate thread depth and if casings can be supplied, the vendor must indicate sizes listed. Prices must be given for recapping on casings supplied by the Borough, in addition prices must be supplied for recapping with casings supplied by the vendor.

425-16 R-22.5	20-ply Drop Axel		
11R-24-5	Traction 22 / 32 depth		
11.00 R22	Traction 26 / 32 depth		
11.20	Traction 26 / 32 depth		
20.5 / 25	Traction		
225 70R 19.5			
LT 245 75R17			

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

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 of Person Signing Proposal

Name of Business