

**CITY OF MIDDLETOWN - PURCHASING OFFICE
MUNICIPAL BUILDING ROOM 112
245 DEKOVEN DRIVE
MIDDLETOWN, CT. 06457
(860) 638-4895**



CONTRACT DOCUMENTS

**BID #2013-026
PURCHASE OF PLOW BLADES AND SWEEPER BROOMS**

**PUBLIC WORKS DEPARTMENT
Middletown, Connecticut**

BID OPENING: Thursday, October 10, 2013 at 11:00 A.M.

QUESTIONS: Contact the Purchasing Office at (860) 638-4895

**DONNA L. IMME, CPPB
SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES**

The contract documents for the contract entitled:

BID #2013-026 - PURCHASE OF PLOW BLADES AND SWEEPER BROOMS - PUBLIC WORKS DEPARTMENT

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**CITY OF MIDDLETOWN
INVITATION TO BID**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, will be received until **Thursday, October 10, 2013 at 11:00 A.M.** for the following:

**BID #2013-026
PURCHASE OF PLOW BLADES AND SWEEPER BROOMS
PUBLIC WORKS DEPARTMENT**

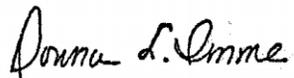
Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$0.50 per page. **It is preferred that they are downloaded free of charge on the City of Middletown web site: www.MiddletownCT.gov.** All questions concerning this bid should be directed in writing to the Purchasing Department via fax at 860-638-1995 or email at purchase@MiddletownCT.gov.

Bids will be publicly opened and read aloud in **Room B-19**, Municipal Building, Middletown, Connecticut. All bids shall be submitted on the designated forms in a sealed envelope using the bid return labeled provided as designated in the Information for Bidders.

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered.

All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: **09-24-2013**
Middletown, Connecticut



Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Department of Finance at the time and place set forth therein with the award to be made as soon as practicable thereafter.

Bids received prior to the date set for receipt will be securely kept sealed. All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representatives and any interested public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give unit prices both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; submitted in a sealed envelope using the bid return label provided.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, he should immediately notify the Supervisor of Purchases who may send written instructions to all bidders. Bidder must type or use black pen at all times.

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing changes or modifications to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. Acceptance of Proposals and the Effect - Within thirty (30) calendar days after the opening of the bids, the City will act upon them. The acceptance of a proposal will be either a notice of award, in writing, or an acceptance letter from the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal.

The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute as prescribed.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted shall be required to execute the Notice of Award and contracts within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has

been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder/Award - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-8 (m), as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award the contract on a unit price basis to the lowest responsible bidder(s), providing that sufficient funds are available to award the contract(s). The City of Middletown shall reserve the right to make multiple awards based upon the **lowest unit price per item, or the lowest cost per category and/or based on what is in the best interest of the City.**

8. Partial Bids - Partial bids will be accepted.

9. Contract Term - The contract term shall commence on or after **November 1, 2013 and terminate October 31, 2015 for a contract term of twenty-four (24) months.**

10. Prices - In the event of discrepancy between the unit prices quoted in the proposal in words and those in figures, the written unit price shall control. The prices are to include furnishing the items as specified, inclusive of transportation costs as necessary to comply with the City's requirements. **Unit prices shall be fixed for the duration of the contract.**

11. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents. Every request for an interpretation shall be made in writing, addressed and forwarded to the Supervisor of Purchases, Municipal Building, PO Box 1300, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1995, attention Purchasing, Room 112.

To receive consideration, such questions shall be submitted in writing by **October 1, 2013 by 3:00 pm** before the established date for receipt of bids. If the question involves the equality or use of products or methods, it must be

accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Supervisor of Purchases will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. At least five days prior to the receipt of bids, the Purchasing Supervisor will post a copy of the addenda on the city's web site – www.middletonct.gov

Non-receipt of said addenda shall not excuse compliance with said addenda. It is the responsibility of each bidder to determine whether any addenda have been issued and if so whether he/she has received a copy of each.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

12. Termination of Agreement - The City reserves the right, if it determines it to be in the best interests of the City to do so, to terminate this Agreement at the end of any full month. If the City exercises this right, it shall terminate this Agreement by giving five (5) days advance written notice to the bidder of such termination in the month in which the termination is to take effect, and in such event, the bidder shall be compensated at the bid prices for only those items delivered up to the end of that month, at which time this contract shall terminate.

13. Insurance - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required prior to the execution of the contract document.

14. Time for Performance -

- A. Items authorized for delivery by the City, pursuant to this contract(s) shall be delivered within **ten (10) consecutive calendar days after receipt of order (ARO)**.
- B. Failure to meet such required delivery time shall constitute default on delivery and breach of contract and the Owner may then authorize procurement of such equipment/material from the most expeditious alternate source available to them.
- C. All excess expenses charged for alternate procurement of

defaulted delivery under this contract shall be deducted from monies due the successful bidder on this contract. If no monies are due, then the bidder shall pay to the Owner the difference between the contract price and what the Owner must pay to obtain the item from said alternate source.

15. Indemnification - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, including attorney's fees, and against all claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

16. Delivery and Payment Terms - Items to be furnished pursuant to this contract shall be delivered Free on Board hereinafter referred to as FOB, City of Middletown, freight prepaid, to that location specified on the purchase order and shall be an inside delivery.

Payment discounts for early payment are preferred. Terms shall be net 30 days. The bidder shall submit itemized invoices to the Director of Public Works on a monthly basis. The Director shall then review and approve the invoice and forward same to the Department of Finance for payment. Payment shall be then made to the bidder no sooner than ten (10) consecutive calendar days from the date the invoice is received by the Finance Department as approved by the Department Director.

17. Quantities - The quantities of items specified herein are approximate **only** and **are not guaranteed**. They are included to provide the bidder with an estimate of the City's annual requirements pursuant to this contract and to provide a uniform basis for bid comparison.

The City of Middletown shall reserve the right to increase or decrease the actual quantities required or may delete items, at the time the contract(s) are awarded or at any time thereafter, without prejudice toward the quoted bid price if to do so is in the City's best interest. Items to be furnished pursuant to this contract shall be furnished on an "as needed" basis as authorized by an approved purchase order. No other act shall serve as authorization for delivery.

18. Excise and Sales Tax - Purchases made by the City of Middletown are **exempt** from Federal Excise and Connecticut Sales tax payments. Such taxes must not be included in the bid prices. Exemption certificates are provided at the bidder's request.

19. Firm Pricing - **The City of Middletown requires that**

bidders extend firm pricing on those items they are bidding on in accordance with the contract term specified here-in.

20. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the Contract Documents. Any contractual agreement made herein between the bidder and the City shall not restrict the City from utilizing other sources of materials and services. If the City chooses to utilize other sources of materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for the successful bidder to abandon his responsibilities or to claim damages as set forth within the Contract Documents.

21. Warranty/ Guarantee - The bidder or bidders awarded the contract to furnish the items shall be required to guarantee the items to be free of defects in materials and workmanship for the period covered by the manufacturer's standard warranty and shall service same in accordance with this warranty. Said warranty shall provide for any replaced parts / materials and labor required during the warranty period with no additional expense required of the City. Guarantee / warranty information, as published by the manufacturer, shall be submitted with the bid. The bidder shall state the term of the manufacturer's warranty in the space provided on the proposal page.

22 Substitutions - Substitutions of any item specified shall **not be acceptable** to the City of Middletown without prior written authorization.

23. Extension Option - The City of Middletown reserves the right to renew the contract for up to one additional contract period or one (1) year provided that the contract pricing will be held firm for the additional contract period, if to do so is mutually acceptable to the parties. Authorization to renew the contract shall be subject to the approval of the Supervisor of Purchases who shall prepare a written amendment to the contract authorizing the extension for the Mayor's signature. No other act shall serve as authorization to extend the contract.

24. Equivalent or Equal Unit / Substitutions - Unless limited by the term "no substitute" the use of the name of a manufacturer of any particular make, model or brand in describing an item, does not restrict bidders to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article so described, but the article offered must be of such character and quality and purpose for which it is to be used equally as well as that specified, and shall be deemed by the City to be

so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered including any and all applicable options, accessories, etc., and the bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

25. Conditional/Qualified Bids - A conditional or qualified bid will not be accepted.

26. Corrections to Bids - Corrections, erasures or other changes in the bid proposal must be explained or noted over the signature of the bidder.

27. Bid Tabulation - A bid tabulation will be furnished to any bidder submitting a self-addressed stamped envelope which may be included with the bid or submitted under separate cover.

28. Facsimile Bids - Facsimile or fax bids will not be accepted by the City of Middletown under any circumstance.

29. Alternate Bids - Alternate bids will not be considered unless specifically called for in the "Invitation to Bid". An alternate proposal is defined as one which is submitted in addition to the bidder's primary response to the specified bid proposal. Multiple bid(s) shall not be considered for any item unless specifically requested in the proposal. A multiple bid is defined as more than one response to the same bid by the same bidder whether on a separate bid form or attached to the initial bid response.

30. Americans With Disabilities Act - The contractor / service provider, in performing this agreement, will at all times, comply with the provisions of Title II, the nondiscrimination and access requirements, of the Americans with Disabilities Act.

31. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. § 15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties. (5-14-93)

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT**

Incorporate the following into the Information to Bidders section of the Bid Documents.

Ordinance amending Section 78-8 of the City of Middletown Code of Ordinances shall be used in determining the lowest responsible bidder for this contract. For your information, the ordinance reads as follows:

SECTION 78-8-M BID PREFERENCE FOR LOCAL VENDORS.

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:

a. City-based bidders.

(1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(2) On projects the cost of which are over \$1,000,000 but less than \$ 5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the

amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed,

age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials,

equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. **(11/1/02)**

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT**

AFFIDAVIT OF LOCAL VENDOR

I, _____ being duly sworn,
Vendor Name

make affidavit and say that I own and operate

Business Name and Address

which is the bona fide principal place of business for

Business Name

Evidence of ownership and principal place of business is attached to this affidavit and may include:

(Check the one which applies.)

- ___ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.
- ___ 2. Copy of long term lease of the real estate from which the principal place of business is operated.

Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____,
Vendor Name

owner of _____, signer and sealer
Business Name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public:
My Commission Expires: _____

BID #2013-026
PURCHASE OF PLOW BLADES AND SWEEPER BROOMS
PUBLIC WORKS DEPARTMENT
CITY OF MIDDLETOWN

GENERAL SPECIFICATIONS

The City of Middletown will accept bids from interested suppliers to furnish and deliver various Plow Blades and Sweeper Brooms as required by the Public Works Department to include, but not limited to the following items:

- Sweeper Brooms and Sweeper Parts
- Plow Blades

It is the intent of the City to establish a term contract for the purchase of these items with firm pricing for a contract term of twenty-four (24) months to commence on or after **November 1, 2013 and terminate October 31, 2015.**

The bidder shall indicate on the Proposal Page the unit of measure, manufacturer, reorder number, cost per unit, and corresponding extension for each item they are bidding on.

The quoted price per unit shall include all transportation and delivery costs with the items delivered FOB City of Middletown to the location specified.

BID #2013-026
PURCHASE OF PLOW BLADES AND SWEEPER BROOMS
PUBLIC WORKS DEPARTMENT
CITY OF MIDDLETOWN

Issue Date: 09/24/2013 Reply Date: Thursday, October 10, 2013 at 11:00 A.M.

To: Purchasing Supervisor
City of Middletown
Room 112, Municipal Building
Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the Information to Bidders, and related contract documents and propose and agree to contract with the City of Middletown, in the form of an agreement and agree to provide plow blades and sweeper brooms at the per unit costs detailed here-in for a contract term of twenty-four (24) months to commence on or after **November 1, 2013 and terminate October 31, 2015.**

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED	
COMPANY NAME	SIGNATURE AND TITLE

BID PROPOSAL SHALL BE TYPEWRITTEN OR PRINTED IN BLACK INK.

ITEM #	QTY	ITEM DESCRIPTION UNIT PRICE PER EACH	MANUFACTURER MODEL #	UNIT PRICE PER EACH	EXTENSION
CATEGORY I. PLOW BLADES					
1	24	PLOW BLADES, 5/8" X 6" X 132" WITH PREPUNCHED HOLES AS SPECIFIED BY CITY AS MANUFACTURED BY FISHER OR EQUIVALENT UNIT PRICE PER EACH	MANUFACTURER _____ MODEL # _____	\$ _____	\$ _____
2	12	PLOW BLADES, 5/8" X 6" X 132" WITH PREPUNCHED HOLES AS SPECIFIED BY CITY AS MANUFACTURED BY TEMCO - NO SUBSTITUTES UNIT PRICE PER EACH	MANUFACTURER _____ MODEL # _____	\$ _____	\$ _____
3	12	PLOW BLADES, 5/8" X 6" X 108" WITH PREPUNCHED HOLES AS SPECIFIED BY CITY AS MANUFACTURED BY FISHER OR EQUIVALENT UNIT PRICE PER EACH	MANUFACTURER _____ MODEL # _____	\$ _____	\$ _____
4	12	PLOW BLADES, 5/8" X 6" X 96" WITH PREPUNCHED HOLES AS SPECIFIED BY CITY AS MANUFACTURED BY FISHER OR EQUIVALENT UNIT PRICE PER EACH	MANUFACTURER _____ MODEL # _____	\$ _____	\$ _____
5	10 SETS	ROAD GRADER BLADES FOR JOHN DEERE GRADER ONE SET - 3/4" X 6" X 72" AND 3/4" X 6" X 84" PREPUNCHED HOLES PUNCHED 3" FROM END SECOND HOLE 6" THEN EVERY 12" UNIT PRICE PER SET	MANUFACTURER _____ MODEL # _____	\$ _____	\$ _____

ITEM #	QTY	ITEM DESCRIPTION UNIT PRICE PER EACH	MANUFACTURER MODEL #	UNIT PRICE PER EACH	EXTENSION
6	8 SETS	DOUBLE BEVEL BLADE CUTTING EDGE FOR BUCKET 96" X 8" X 1" CENTER PUNCH 8 HOLES 6 1/2" FROM EDGE; 12" ON CENTER JOHN DEERE 710G UNIT PRICE PER SET	MANUFACTURER MODEL #	\$ _____	\$ _____
7	50 SETS	PLOW BLADES, 4 SECTION <u>SNOW PLOW</u> FOR SCHMIDT SNOW PLOWS 3/4" W X 6" X 126" OVERALL. EACH SECTION MEASURES 31.5" LONG. 4 HOLES PER SECTION UNIT PRICE PER SET	MANUFACTURER MODEL #	\$ _____	\$ _____
8	20	PLOW BLADES 5/8" X 6" X 120" HOLES PUNCHED 3" FROM END SECOND HOLE 6" THEN EVERY 12" AS MANUFACTURED BY FISHER OR EQUIVALENT UNIT PRICE PER EACH	MANUFACTURER MODEL #	\$ _____	\$ _____
9	6	FRONT BLADE 108" LONG 8" WIDE X 3/4" THICK HOLES PUNCHED 3" FROM END SECOND HOLE 6" FROM END THEN EVERY 12" AS MANUFACTURED BY MONROE BLADE MODEL# DB942, PART# 00042217 OR EQUIVALENT UNIT PRICE PER EACH	MANUFACTURER MODEL #	\$ _____	\$ _____
10	4 SETS	PLOW BLADES FOR JOHN DEERE 450C BULLDOZER CUTTING EDGE (1SET = 3 PIECES) 2 PIECES @ 12" X 6" X 5/8" 3 HOLES 3" FROM EDGE; 3" ON CENTER 1 PIECE @ 66" X 6" X 5/8" 7 HOLES - FIRST HOLE: 3" FROM EDGE SECOND: 6" FROM EDGE 3 HOLES: 12" ON CENTER UNIT PRICE PER SET	MANUFACTURER MODEL #	\$ _____	\$ _____

ITEM #	QTY	ITEM DESCRIPTION UNIT PRICE PER EACH	MANUFACTURER MODEL #	UNIT PRICE PER EACH	EXTENSION
11	30 SETS	PLOW BLADES, 4 SECTION <u>SNOW PLOW</u> ¾" W X 6" X 142" OVERALL 5 HOLES PER SECTION, SECTION MEASURES 35.5" LONG FOR SCHMIDT SNOW PLOW UNIT PRICE PER SET	MANUFACTURER _____ MODEL # _____	\$ _____	\$ _____
12	8 SETS	PLOW BLADE, 14" WIDE, 1" THICK DOUBLE BEVEL 2 PIECES @ 41 ¾" LONG, 3 HOLES, 14" ON CENTER 2 PIECES @ 8" LONG, 3 HOLES FOR A JRB BUCKET , MODEL: JOHN DEERE 544EH UNIT PRICE PER SET	MANUFACTURER _____ MODEL # _____	\$ _____	\$ _____
13	8 SETS	BUCKET CUTTING EDGE FOR JOHN DEERE 410J JOHN DEERE PART #T143804 UNIT PRICE PER SET	MANUFACTURER _____ MODEL # _____	\$ _____	\$ _____
14	8 SETS	BUCKET CUTTING FOR JOHN DEERE 624K JRB BUCKET PART #T146672 AND #T157492 TWO OF EACH PER SET UNIT PRICE PER SET	MANUFACTURER _____ MODEL # _____	\$ _____	\$ _____

TOTAL CATEGORY I. - ITEMS #1 - 14 INCLUSIVE:

(\$ _____)

Written figures

ITEM #	QTY	ITEM DESCRIPTION UNIT PRICE PER EACH	MANUFACTURER MODEL #	UNIT PRICE PER EACH	EXTENSION
CATEGORY II. SWEEPER BROOMS					
15	48	BACK BROOM TUBE TYPE, DISPOSABLE 35" TO 36" DIAMETER, MINIMUM WEIGHT: 185 LBS BROOM STRANDS TO START AT EDGE OF TUBE MANUFACTURED OF POLYPROPYLENE FOR ELGIN MODEL: PELICAN CUSTOM SWEEPER DELIVERED IN LOTS OF 12 UNIT PRICE PER SET	MANUFACTURER _____ MODEL # _____	\$ _____	\$ _____
16	50	GUTTER BROOMS, SCARIFIER TYPE, 4 SEGMENTS 22 WIRES PER HOLE, OIL TEMPERED WIRE: THE MANUFACTURING PROCESS OF "OIL TEMPERED WIRE" SHALL BE WIRE TEMPERED IN MOLTEN LEAD FOLLOWED BY OIL QUENCHING. THE BIDDER SHALL SUBMIT A CERTIFICATE FROM THE MANUFACTURER ATTESTING THAT THEY ARE USING "OIL TEMPERED WIRE" IN THE PROPOSED GUTTER BROOMS - DELIVERED IN LOTS OF 24 UNIT PRICE PER EACH	MANUFACTURER _____ MODEL # _____	\$ _____	\$ _____
17	4	MAIN BROOMS FOR TENNANT 275 SERIES II SWEEPER ****MANUFACTURED OF NYLON**** UNIT PRICE PER EACH	MANUFACTURER _____ MODEL # _____	\$ _____	\$ _____
18	8	SIDE BROOMS FOR TENNANT 275 SERIES II SWEEPER ****MANUFACTURED OF POLYPROPYLENE**** UNIT PRICE PER EACH	MANUFACTURER _____ MODEL # _____	\$ _____	\$ _____

ITEM #	QTY	ITEM DESCRIPTION UNIT PRICE PER EACH	MANUFACTURER MODEL #	UNIT PRICE PER EACH	EXTENSION
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TOTAL CATEGORY II. - ITEMS #15 - 18 INCLUSIVE:

_____ (\$ _____)
Written figures

The bidder shall, at his own expense, in strict conformity to the Contract Documents, furnish the specified plow blade and sweeper broom materials to the City and the City will pay the bidder, who hereby agrees to receive and accept as and for his full compensation for fully completing the work required at the per unit cost incorporated within these contract documents. Quoted bid prices are all inclusive of delivery and transportation charges with the units delivered FOB, City of Middletown.

TOTAL BID - ITEMS #1 – 18 INCLUSIVE:

_____ (\$ _____)
Written figures

We acknowledge receipt of the following addendum:

- Addendum # One Date _____
- Addendum # Two Date _____

Please State Delivery Terms: _____
(In Calendar Days)

Please State Manufacturers' Warranty: _____
(Attach a copy)

Please State Payment Terms:

PLEASE PLACE CHECKMARK: CONTRACT EXTENSION

Our pricing shall be held firm at the quoted unit prices herein should the City exercise its right to extend the contract for one additional year.

_____ or _____
YES NO
Date: _____

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank. Thank you.

Date: _____

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization:
(Please Check One)

____ Individual / Sole Proprietor

____ Limited Liability Company

____ Corporation

Contact Information

Contact Name: _____ **Title:** _____

Additional Contact: _____ **Title:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (PAGE 18)

CITY OF MIDDLETOWN CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

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 bidder 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 person prior to the official opening of the bid.

Date_____

Signed

Company

Address

Telephone Number

EXHIBIT A - INSURANCE REQUIREMENTS

BID #2013-026 PLOW BLADES AND SWEEPER BROOMS PUBLIC WORKS DEPARTMENT

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **BIDDER** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. Upon request, the **BIDDER** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

If the **BIDDER** does not have any employees and therefore is not required by law to carry this coverage, the City, in lieu of said coverage, will require the **BIDDER** to execute the City's Indemnification & Subrogation Agreement Form made available by the City's Risk Manager.

(2) Commercial General Liability Insurance -

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

The **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- 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 the work/service performed under 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.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

INSURANCE LANGUAGE APPROVED AS TO FORM:

DAWN M. WARNER
RISK MANAGER

September 10, 2013
DATE

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

Bid # 2013-025 - PLOW BLADES AND SWEEPER BROOMS

Return Date: Thursday, October 10, 2013 at 11:00 A.M.

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 0645**

