

CITY OF SHELTON

RFP BID # 42-14

Drainage Materials

Sealed Bids (**TWO COPIES and one thumb drive**) must be delivered and received at the Office of the Purchasing Agent, Room 200-B, 54 Hill Street, Shelton, CT 06484 **BEFORE 11:00 A.M. LOCAL TIME on Thursday October 28, 2021** and publicly opened and read aloud at 1:00P.M. on such date in room 104 City Hall, Shelton, CT.

All inquiries must be in writing (email) to e.saintjohn@cityofshelton.org and received no later than Friday, October 22, 2021 by noon. All questions and answers will be posted in the form of an addendum to the City of Shelton Website.

The Purchasing Department at Shelton City Hall is **Closed on Mondays.**

City of Shelton is an Affirmative Action / Equal Opportunity Employer

*****BID OPENING WILL COMPLY WITH COVID-19 RESTRICTIONS*****

*****Face Masks Required (Covering Nose & Mouth) Prior to Entering City Hall***
6 Feet Social Distancing Required**

Ms. Twig Holland. C.P.M.
Acting Central Purchasing Agent
(203) 924-1555 x 1304
Email Enquiries: t.holland@cityofshelton.org
October 14, 2021

City of Shelton

Gene Sullivan, Purchasing Agent
Central Purchasing Department
54 Hill Street
Second Floor, Room 200-B
Shelton, CT 06484-3207

"Bid Requirement Form for General RFP's & RFQ's

This sheet is for your assistance and guidance when submitting your proposal of a bid to the City of Shelton. Where applicable, make sure you have all necessary documents signed, notarized and page placement. This makes for ease of identification and will assist us in making sure all bidders meet with all Federal & State Statutes, the City Charter and the Purchasing Department's requirements. Return to above address.

Number of Copies:

All submitted bids should have no less than two (2) copies and a thumb drive. Some departments require more. See asterisk below.

- 1) **Return Label**
Please use the return label form. You can reproduce it as many times as needed. This label is to be prominently displayed on the outside of all envelopes or packages with all information neatly written or typed.
- 2) **Non-Collusion Form: Page one (1) of all submitted bids**
This form to accompany all bids, and must be notarized.
- 3) **Pricing: Page two (2) of all submitted bids**
All bid pricing shall be honored for no less than ninety (90) days from bid opening date, bid extension date or clarification of contracts. All pricing schedules shall be located after the Non-Collusion Affidavit as page two (2), etc. RFQs do not need pricing unless stated in the specifications.
- 4) **Insurance: This page to follow price page(s)**
Please have your insurance carrier reference bid number on the Certificate of Insurance.
In addition, have the insurance carrier name the City of Shelton, 54 Hill Street, Shelton, Ct. 06484 as the Additional Insured
- 5) **Waiver or Rejection of Bids**
The City BOA & BOE reserve the right to reject any and all bids whole or in part, or to waive any informality or technicalities of said proposals or to accept any proposal or part thereof deemed to be in the best interest of the City of Shelton. Please be advised that if you are awarded a project from the City of Shelton do not start work without a signed Purchase Order Number or Contract. These are the City's legal documents engaging you to carry out the project specifications. Carrying out the project without a signed Purchase Order Number or Contract can result in your lost time and revenue / business. Vendor must be in good standings with the City of Shelton and City departments.

City is an Equal Opportunity Employer

* Specifications supersede bid requirements above

City of Shelton, SPSM
Gene Sullivan
Central Purchasing Agent
203-924-1555 x1305

Rev. 11/17/2020



NON-COLLUSION AFFIDAVIT

CITY OF SHELTON
54 HILL STREET
SHELTON, CT 06484

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, its owners, directors and officers. I am the person responsible in my firm for the price (s) and the amount of this proposal.

I state that:

- (1) The price and the amount on this proposal has been arrived at independently and without consultation, communication, or agreement with any other bidder/proposer.
- (2) Neither the price(s) nor the amount of this proposal and approximate price(s) nor approximate amount of this proposal has been disclosed to any other firm or person who is a bidder/proposer and that no disclosure of these items will be made prior to proposal openings.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally higher or non competitive proposal.
- (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 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 for 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 Shelton, owner, or any person interested in the proposed Contract.
- (5) The proposal 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 complimentary or other noncompetitive proposal.
- (6) I state that _____ understands and acknowledges
(Name of Firm)

That all representations of this affidavit are material and important, and will be relied on by the City of Shelton 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 Shelton of the true facts relating to the submission of proposals/bids for this contract.

Signature of Proposer

Sworn to and subscribed before this _____ day of _____, 20_____

My Commission Expires: _____

(Notary Public)



Suspension and Debarment.

The City will not enter into contracts with parties that have been debarred, suspended or excluded from Federal assistance programs per 2 CFR part 180 and part 1532 and 40 CFR part 31.35

Further, the bidder is required to verify that the bidder, or its principals, as defined at 49 CFR 19.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.40 and 29.945

The bidder is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City if it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



ALL PACKAGES /BOXES TO BE LABELED WITH THIS INFORMATION
MAKE AS MANY COPIES AS NEEDED
TAPE AND PLACE ON THE OUTSIDE OF ALL ENVELOPES, PACKAGE(S)
& BOXES

CITY OF SHELTON

Name of Company Bidding _____ Bid Number _____ # of Packages _____ of _____
Name of Individual Submitting _____
Address of Company Bidding _____ Phone & Fax _____ email address _____

Check as it applies:

___ This package contains the Original bid and the original (raised seal) notarized Non-Collusion Affidavit. The balance are copies of the same.

___ Each package contains Original bids and ALL contain an original (raised seal) notarized Non-Collusion Affidavit.

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CITY OF SHELTON

Name of Company Bidding _____ Bid Number _____ # of Packages _____ of _____
Name of Individual Submitting _____
Address of Company Bidding _____ Phone/ Fax _____ email address _____

Check as it applies:

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___ Each package contains Original bids and ALL contain an original (raised seal) notarized Non-Collusion Affidavit.



SAMPLE AGREEMENT

THIS AGREEMENT, entered into on this ____ day of _____, 20____
by and between the CITY OF SHELTON (hereinafter referred to as the "CITY")
and _____ (hereinafter referred to as the
"CONTRACTOR"):

WHEREAS, the CITY desires to _____

NOW, THEREFORE, CITY and the CONTRACTOR for the consideration
of One (\$1.00) Dollar and other valuable consideration and under the terms and
conditions hereinafter set forth, hereby agree as follows, to wit:

1. The CITY hereby engages the CONTRACTOR and the CONTRACTOR
hereby agrees to _____

2. Additional work shall be performed by the CONTRACTOR only with the
specific authorization of the CITY under a written amendment to this
Agreement.
3. The CONTRACTOR covenants and agrees that it will perform its services
under this Agreement in accordance with the highest standards and best
practices of its trade.
4. In performing the services required under this Agreement, the
CONTRACTOR shall conform to all applicable provisions of Federal, State
and local laws and regulations including all environmental matters.
5. The CONTRACTOR shall indemnify, defend and save harmless the CITY
for any damages, claims, actions and losses arising either directly or
indirectly from the work performed by the CONTRACTOR or his
subcontractors. The provisions of this paragraph shall survive the
expiration or termination of this Agreement and shall in no way be limited
by reason of any insurance coverage.

6. The CONTRACTOR shall provide the CITY with evidence of insurance coverage of a type and in the amounts required by the Contract Documents and naming the CITY as an additional insured if the CITY so requires. All insurance shall be taken out and maintained at no cost or expense to the CITY and the CONTRACTOR shall be responsible for the full amount of any deductible. A Performance Bond and a Payment Bond, each in the amount of shall be presented to the CITY prior to commencing the performance of any work under this agreement. The Performance Bond shall be released upon the City's final acceptance of the Project.
 7. In providing the services required under this Agreement, the CONTRACTOR shall meet with CITY officials/representatives as often as reasonably necessary and shall be available upon request.
 8. If this Agreement is terminated by the CITY as provided herein, termination shall not give rise to any claim against the CITY for damages or for additional compensation.
 9. Non-appropriation: If the CITY fails to appropriate the funds required by this Agreement or fails for two consecutive months to make the payments required hereunder, the Agreement shall be deemed terminated and of no further force and effect, and the CONTRACTOR shall retain all sums previously deposited as liquidated damages, provided the CITY shall pay Chime Net any amounts due for services rendered as of the date of termination.
 10. The CITY shall compensate the CONTRACTOR at the lump sum and unit prices quoted by the CONTRACTOR in the Proposal Forms for attached hereto as Schedule A.
 11. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement.
 12. The CONTRACTOR shall commence work on this project within ten (10) calendar days after issuance of a Notice to Proceed by the CITY or the CITY's designated representative. All work shall be completed by the CONTRACTOR in accordance with the schedule detailed
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13. All work performed by the CONTRACTOR shall be subject to inspection and acceptance by the CITY.

14. "The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of Section 31-353 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public work project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."
15. Pursuant to Connecticut General Statutes Section 49-41a, the CONTRACTOR, within thirty (30) days after payment by the CITY, shall pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the CONTRACTOR and paid by the CITY. In addition, the CONTRACTOR shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days after such subcontractor receives a payment from the CONTRACTOR which encompasses labor and materials furnished by such subcontractor.
16. Pursuant to Connecticut General Statutes Section 49-41b, the CITY shall withhold five (5%) percent from any periodic payment or final payment until the work required herein has been completed and accepted by the CITY.

CITY OF SHELTON

CONTRACTOR

By _____

By _____

Mark A. Laretti
Mayor

Contractor



**INVITATION TO BID
BID # 42-14
DRAINAGE MATERIALS**

The City of Shelton is seeking Bids for **Stone, Sand & Processed Material**.

This will be a one-year agreement with the **option to extend for up to three additional years** on a year by year basis, per the same terms and conditions, including a mutually agreed upon optional cost of living allowance (COLA) increase reflecting industry standards.

SPECIFICATIONS:

Loads/deliveries will be made between the hours of 7:00 a.m. and 2:30 p.m., Monday through Friday, unless otherwise directed, to 41 Myrtle Street, Shelton, CT 06484

Prices are to be listed as Per TON – and as both Picked up and Delivered.

Product quality must be consistent with general-accepted construction standards and be acceptable to the Public Works Director or/his designee. The City reserves the right to place the order with another supplier if necessary to insure either timely delivery or product quality.

The City reserves the right to cancel an order, or any part thereof, without penalty or obligation whatsoever if delivery is not made within twenty-four hours (24) of placement or if the quality of the material is unacceptable.

Sand will be clean, hard, durable, uncoated particles of quartz or other rock and shall be free from lumps of clay, soft or flaky material, loam, ice or other detrimental material.

Per State of Connecticut DOT standards-The SAND shall **not** contain more than five (5%) of material finer than the #200 sieve, using AASHTO Method T11.

<u>Square mesh sieve (inches)</u>	<u>% Passing by mass</u>
3/8	100%
#4	70% - 100%
#50	0% - 40%
#100	0% - 15%
#200	0% - 5%

The City of Shelton reserves the right to award the bid with multiple items:

- a) to more than one (1) bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- b) to a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability / delivery schedule, and broadest product range;
- c) and may add, subtract or delete any item and / or quantity as deemed in the best interest of the City.

City of Shelton
Drainage Materials
Bid # 42-14

PRICING PAGE

Supplier: _____

NOTE: Unit Prices submitted must be per unit of measurement (UOM) as requested.

ITEM	SIZE	PICKED UP UOM/Ton	DELIVERED UOM/Ton
Stone	3/8"		
Stone	3/4"		
Stone	1/2"		
Stone	1 & 1/4"		
Stone	2"		
Stone	3"		
Process	3/4"		
Process	1 & 1/4"		
Process	2"		
Process Aggregate	2 & 1/4"		
Process	3 & 1/2" Minus		
Sub-Base	3 & 1/2" Minus		
Stone Dust			
Pipe Cover			
Recycled Stone			
Process Recycled	3/4"		
Process Recycled	1 & 1/4"		
Process Recycled	3 & 1/2"		
Fill-Granular	3 & 1/2"		
Fill- Gravel			
Fill- Structural			
Fill			
Rip Rap	Mod 6"-10"		
Rip Rap	Interm 10"-18"		
Rip Rap	Stan 15"-30"		
Sand	Washed		
Sand	Mason		

CONTRACTOR'S PROPOSAL

BID #: 42-14: Drainage Material

Company Name: _____

Contact Person (Print name): _____

Title: _____

Signature: _____

Date: _____

Phone Number: _____

Email: _____



SCHEDULE A
CONTRACT DOCUMENTS

- 1) Bid Requirements Form
- 2) Non-Collusion Affidavit
- 3) Suspension and Debarment
- 4) Return Labels
- 5) Sample Contract
- 6) General Specification
- 7) Schedule A