

MARCIA A. LECLERC  
MAYOR

# TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

(860) 291-7270

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PURCHASING DEPARTMENT

WWW.EASTHARTFORDCT.GOV

## TOWN OF EAST HARTFORD, CT INVITATION TO BID

BID #16-03

RE: Purchase of 8 – 30 c.y. Rectangular Open Top Roll Off Containers

Proposals will be received at the Office of the Purchasing Agent, Town Hall,  
740 Main Street, East Hartford, Connecticut, 06108 until Tuesday, July 7, 2015  
at 11 a.m. at which time they will be publicly opened and recorded.

Information and Specifications are available at the above office or on the Town of  
East Hartford bid's website at <http://www.easthartfordct.gov/bids>

The right is reserved to reject any or all bids when such action is deemed to be in the  
best interest of the Town of East Hartford, Connecticut

Michelle A. Enman  
Purchasing Agent  
(860) 291-7271



## TOWN OF EAST HARTFORD, CONNECTICUT

### STANDARD INSTRUCTIONS FOR BIDDERS

1. Sealed bid proposals will be received by the purchasing agent until the date and time on the title sheet. **Bids received later than the date and time specified will not be considered and will be returned unopened.**
2. Bids are to be returned to the Town in an envelope that clearly states the bid number. The name and address of the bidder should appear in the upper left hand corner of the envelope. Bids will not be accepted via fax or e-mail.
3. All proposals will be opened and read publicly and are subject to public inspection. Bidders may be present or be represented at all openings. Bid results are mailed to all responding bidders.
4. Municipalities are exempt from any sale, excise or federal taxes. Bid prices must be exclusive of taxes and will be so construed.
5. The Town of East Hartford reserves the right to reject any or all bids or any part of all bids and to waive any informality when such action is in the best interest of the Town. The Town also reserves the right to extend by mutual consent an awarded bid when such action is in its best interest.
6. Bidders should familiarize themselves with the items and/or conditions set forth in the bid specifications. Failure by the bidder to inform himself will not be accepted as an excuse from fulfillment of the bid specifications.
7. All vendors doing business with the Town certify upon acceptance of a bid by virtue of their signature on that bid, that they have read, understood and will comply with the section of the Town's updated plan of affirmative action and equal opportunity relating to contractual and purchasing procedures - section VIII dated 1/88. Vendor agrees to cooperate fully should the Town choose to audit this compliance.
8. In case of an error in the extension or addition of prices, the unit price will govern. The Town will not be subject to any price increases after a bid award if not part of the original bid terms.
9. The Town reserves the right to increase or decrease quantities listed in order to stay within the allocated funding at time of bid opening.

10. The purchasing department has the obligation to accept the lowest responsible bid which is in the Town's best interest. Factors include, but are not limited to, price, compliance to specifications, quality offered, freight costs, delivery time, past performance, standardization of current equipment, financial resources, technical qualifications, equipment and experience.
11. Bidders shall state in writing and attach to the bid, any conditions/exceptions that are part of the bid price. Comments to the effect "see literature" will not be acceptable.
12. Any manufacturers names, trade names, brand names or catalog numbers used in the specifications are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive and bids are invited on these and approved equal brands or products of any manufacturer.
13. The Town's competitive bidding process is not a means for competitors to obtain private/proprietary information that is not otherwise normally available. Such information relates to a bidder's financial records and responsibility, test data, manufacturing drawings, formulas and processes. To promote competition and protect valid interests this type of information/data will remain confidential.
14. All bidder questions shall be directed to the Purchasing Agent. Procedural and clarification questions will be answered appropriately. Questions that require an answer that will in effect change/alter the intent of the specifications will only be answered in writing to all bidders by a bid addendum.
15. Awarded bidders are responsible for obtaining all necessary permits as required by OSHA, Federal, State and/or Town regulations. Town permits will be issued at no cost.
16. Alternate proposals will not be considered unless specifically called for in the bid.
17. Prices shall include packing, transportation and delivery charges F.O.B. to East Hartford/delivered unless specifically noted otherwise.
18. Bidder declares that the proposal is not made in connection with any other bidder submitting a proposal for the same bid and is in all respects fair and without collusion or fraud.
19. Cash discounts may be offered by bidder for prompt payment of bills, but such cash discount will not be taken into consideration in determining the awarded low bidder except in the case of tie bids and then only provided such discount is based on payment of invoice not less than fourteen (14) days after satisfactory delivery and/or receipt of invoice, whichever is later.
20. The Town will not award a bid to any bidder who owes a delinquent tax to the Town. Bidders certify by virtue of their signature on the bid sheet that neither the bidder nor any business or corporation which the Bidder owns an interest is delinquent in tax obligations to the Town. The purchasing department will verify that no delinquent taxes are owed before any bid is awarded.

21. Please include a corporate resolution with your submittal. Sample formats for Corporations and Professional Corporations, Limited Liability Company and Partnerships (including Limited Partnership and Limited Liability Partnership) are attached in this packet.
  
22. The bidding entity is required to provide evidence from the Connecticut Secretary of State that they are in good standing and qualified to conduct business in the State of Connecticut.

**A CERTIFICATE OF INSURANCE WILL ONLY BE REQUIRED OF THE  
AWARDED BIDDER**

**INSURANCE INDEMNIFICATION CLAUSE**

The Town of East Hartford is to be named as an “*additional insured*” and the nature of the project is to be stated on the certificate.

**INDEMNIFICATION**

Contractor agrees to indemnify and hold the Town of East Hartford harmless against and from any and all claims by or on behalf of any person arising from or in connection with:

A: Any act, error, omission, negligence or fault of contractors or any of its agents, servants, employees and sub-contractors.

B: Any accident, injury or damage whatsoever caused to any person occurring during the performance of this contract.

Further, the contractor agrees to indemnify and hold harmless the Town of East Hartford against and from all reasonable costs, counsel fees, expenses and liabilities incurred in or with respect to any such claim and any action or proceeding brought thereon; and in any case any action or proceeding shall be brought against the contractor by reason of any such claim, contractor upon notice from the Town of East Hartford agrees to resist and defend such action proceeding, unless contractor causes the same to be discharged and satisfied.

**INSURANCE REQUIREMENTS**

A. **GENERAL REQUIREMENTS**

The **CONTRACTOR** 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 **CONTRACTOR’S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of East Hartford.

The insurer shall provide the Town of East Hartford with **Certificates of Insurance signed by an authorized representative of the insurance CONTRACTOR(ies)** prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of East Hartford written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the **CONTRACTOR’S** responsibility under this contracts.

The **CONTRACTOR** at the **CONTRACTOR’S** own cost and expense , shall procure and maintain all insurance required and shall name the Town of East Hartford as Additional Insured on all contracts, except Workers’ Compensation and Professional Errors & Omissions coverages.

B. SPECIFIC REQUIREMENTS:

1) Workers' Compensation Insurance

The **CONTRACTOR** 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

2) Commercial General Liability Insurance

The **CONTRACTOR** shall carry Commercial General Liability Insurance (Insurance Services Officer Incorporated Form CG-0001 or equivalent). As per occurrence limit \$1,000,000 is required. The Aggregate Limit will be not less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

3) Business Automobile Liability Insurance

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

C. OTHER:

The **CONTRACTOR** shall carry Errors & Omissions coverage in the amount \$1,000,000 per occurrence for all **professional services contracts only**.

The Town reserves the right to amend amounts of coverage required and type of coverage provided based on work or service to be performed.

D. SUBCONTRACTOR'S REQUIREMENTS:

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

The **CONTRACTOR** shall require that the Town of East Hartford be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work.

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

RESOLUTION FOR CORPORATIONS AND PROFESSIONAL CORPORATIONS  
(required)

(TO BE TYPED ON CORPORATION LETTERHEAD PAPER)

I \_\_\_\_\_, Secretary of \_\_\_\_\_  
(Name of Corporation's Secretary) (Legal name of Corporation)  
a Corporation duly organized and operating under the laws of \_\_\_\_\_ and  
(State)

Qualified and authorized to do business in the State of Connecticut, DO  
HEREBY CERTIFY that the following is a true, correct and accurate copy of a  
Resolution duly adopted at a meeting of the Board of Directors of such  
Corporation, duly convened and held on \_\_\_\_\_, at which meeting  
a duly constituted quorum of the Board of Directors was present and voted in  
favor of such Resolution. I further CERTIFY that such Resolution has not been  
modified, rescinded or revoked since the date on which it was enacted, and it is  
at present in full force and effect:

RESOLVED: That the following Officers of this Corporation, or any one  
them: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_,  
(Name and title of Officer or Officers)  
is empowered to execute and deliver in the name and on behalf of this  
Corporation contracts, bids and other documents to the Town of East Hartford, State of  
Connecticut, and are further authorized to affix the Corporate Seal to such documents and to  
bind the Corporation to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned has affixed his/her signature and the  
Corporate Seal of the Corporation, this \_\_\_\_\_ day of \_\_\_\_\_.

(Affix Corporate Seal Below)

\_\_\_\_\_  
(Typed name of Corporation's Secretary)

\_\_\_\_\_  
SIGNATURE OF SECRETARY

(TO BE TYPED ON LIMITED LIABILITY COMPANY LETTERHEAD PAPER)

The undersigned, all of the members [or, if applicable, the managing member] of \_\_\_\_\_

(legal name of LLC)

A Limited Liability Company duly organized and operating under the laws of \_\_\_\_\_ and

(State)

qualified and authorized to do business in the State of Connecticut, DO

HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the Members of such Limited Liability Company, duly convened and held on \_\_\_\_\_, at which meeting a duly constituted quorum of the voting Members was present and voted in favor of such Resolution. We further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following Members of this Limited Liability Company, or any one them: \_\_\_\_\_

(Name and title of Members)

is empowered to execute and deliver in the name and on behalf of this Limited Liability Company, contracts bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to seal to such documents and to bind the Limited Liability Company to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned have executed this resolution, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have all necessary parties sign and indicate their name and title, such as member, managing member etc..

Resolution for Partnership (including Limited Partnership and Limited Liability Partnership)  
(required)

(TO BE TYPED ON PARTNERSHIP LETTERHEAD PAPER)

The undersigned, all of the partners (or, if a Limited Partnership, all of the general partners, or if a Limited Liability Partnership, all of the partners) of \_\_\_\_\_, a partnership (or, if applicable, a Limited Partnership or Limited Liability Partnership) duly organized and operating under the laws of \_\_\_\_\_ and qualified and authorized to do business in the State of Connecticut, DO HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the voting partners of such partnership duly convened and held on \_\_\_\_\_, at which meeting a duly constituted quorum of the voting partners was present and voted in favor of such Resolution. We further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following partners, or any one of them: \_\_\_\_\_

(Name and title of Partners)

is empowered to execute and deliver in the name and on behalf of this partnership, contracts, bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to seal to such documents and to bind the partnership to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned have signed this resolution on, this \_\_\_\_\_ day of \_\_\_\_\_.  
(day) (month and year)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have all necessary partners sign and indicate their name and title, such as partner, general partner, etc.

**BID # 16-03  
PUBLIC WORKS DEPARTMENT  
30 CUBIC YARD RETANGULAR OPEN TOP  
ROLL OFF CONTAINERS  
SPECIFICATIONS**

**INTENT:**

It is the intent of the Town of East Hartford, CT to purchase 8 – 30 cubic yard, roll-off waste containers, complete and either picked up by Town staff or delivered to the Waste Services Division, 25 Ecology Drive, East Hartford, CT 06108.

**GENERAL TERMS:**

The specifications herein describe the minimum acceptable features and performance requirements for 8 - 30 Cubic Yard, open top, roll - off waste containers. Bidders shall thoroughly read and understand these specifications prior to bid submission. Bidder's certification of its bid documents signify that bidder meets or exceeds all specifications. If the product being bid does not meet all specifications, then the bidder must indicate on bid sheet or submit with bid a separate page(s) entitled, "EXCEPTIONS" on which each variance is listed with a complete explanation of each. If the Town determines that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive.

All equipment furnished under this contract shall be new, unused, and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of the units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z 245.1. Price shall include delivery to the Waste Services Division, 25 Ecology Drive, East Hartford, CT 06108 during normal business hours, Monday through Friday, 7:00 a.m. to 3:00 p.m. An additional bid price shall be provided for containers to be picked up by Town staff.

**DIMENSIONS:**

**Basic 30 Yard Rectangular Roll Off**

Inside Height 61"  
Outside Height 71"

Inside Width 88"  
Outside Width 96"

Inside Length 264"  
Outside Length 273"

Estimated Weight 5200

**SPECIFICATIONS:**

Door	One swing-out rear door.
Floor	Minimum 1/4" thick
Side Sheets	12 gauge
Side Posts	12 gauge
Tailgate Sheet	12 gauge
Wheels	8" X 10" Heavy Duty Ground Rollers Front & Rear.
Ladders	Two - one on each side of container, permanently attached

**MANUFACTURING PROCESSES AND MATERIALS:**

**The roll-off waste containers shall consist of a steel body, 22'x8'x6', exterior only painted with two coats of Sherwin Williams black or approved equal.**

**GUARANTEE:**

**The bidder shall offer a minimum 2-year warranty for all defective materials.**

**BID SHEET**

THIS PROPOSAL IS MADE WITH THE UNDERSTANDING THAT IT WIL BE ACCEPTED OR REJECTED WITHIN 60 DAYS. THIS MAY BE EXTENDED BY MUTUAL CONSENT. THE UNDERSIGNED DECLARES THAT ALL INFORMATION AND SPECIFICATIONS HAVE BEEN EXAMINED AND UNDERSTOOD AND MAKES THE FOLLOWING OFFER:

TOTAL ALL INCLUSIVE PRICE, INCLUDING DELIVERY CHARGES, FOR EIGHT (8) – 30 CUBIC YARD, OPEN TOP, ROLL OFF WASTE CONTAINERS DELIVERED TO TOWN’S WASTE SERVICES DIVISION, 25 ECOLOGY DRIVE, EAST HARTFORD, CT 06108.

**PRICE EACH: \$** \_\_\_\_\_ **TOTAL FOR EIGHT (8)\$** \_\_\_\_\_

TOTAL ALL INCLUSIVE PRICE FOR EIGHT (8) – 30 CUBIC YARD, OPEN TOP, ROLL OFF WASTE CONTAINERS PICKED UP FROM BIDDER’S FACILITY BY TOWN WASTE SERVICES PERSONNEL

**PRICE EACH: \$** \_\_\_\_\_ **TOTAL FOR EIGHT (8)\$** \_\_\_\_\_

MAKE, MODEL AND DIMENSIONS OF CONTAINER BIDDING:

\_\_\_\_\_

CALENDAR DAYS FOB DELIVERED/PICKED UP AFTER BID AWARD: \_\_\_\_\_

EXCEPTIONS TO SPECS : \_\_\_\_\_

QUESTIONS REGARDING THIS BID ARE TO BE DIRECTED TO: MICHELLE ENMAN, PURCHASING AGENT AT (860) 291-7270

**PRINT OR TYPE ONLY**

BIDDER \_\_\_\_\_

BY \_\_\_\_\_  
TITLE

WRITTEN SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_ ZIP CODE

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

TAX COLLECTOR VERIFICATION \_\_\_\_\_  
NO DELINQUENT TAXES OWED BY THE **AWARDED**  
BIDDER TO THE TOWN OF EAST HARTFORD