TOWN OF NEWTOWN, CONNECTICUT

INVITATION TO BID

Sealed bids will be received at the office of the Financial Director, **3 Primrose Street**, Newtown, Connecticut 06470, until but no later than **11:00 am, Wednesday, April 10, 2013:**

Cover: **STREET SWEEPING**

The Purchasing Authority of the Town of Newtown reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any bid or part thereof, and to accept any bid deemed to be in the best interest of the Town of Newtown. The Town of Newtown is an Affirmative Action Employer-MBE/WBE are encouraged to bid.

E. Patricia Llodra
First Selectman

Robert G. Tait
Financial Director

PURCHASING AUTHORITY

TOWN OF NEWTOWN PURCHASING AUTHORITY
INSTRUCTIONS TO BIDDERS

1. Submit bids in a sealed envelope plainly marked to identify the particular bid. It is the sole responsibility of the bidder to see that the bid is in the hands of the proper authority prior to the bid opening time. Bidders may be present at the opening of the bids.

2. Withdrawals of, or amendments to bids received later than the time and date specified for bid opening will not be considered.

3. The Purchasing Authority of the Town of Newtown reserves the right to accept or reject any or all options, bids, or proposals; to waive any technicality in any bid, or part thereof, and to accept any bid deemed to be in the best interest of the Town of Newtown, Connecticut.

4. Bids may be held by the Town of Newtown for a period not to exceed sixty (60) days from the opening of the bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to the awarding of the contract.

5. Bids must be submitted on the "Sealed Bid Request" form enclosed at the end of this packet. All items must be filled in (unit cost, trade-in for each unit, etc.). Failure to comply with this requirement will automatically void the bid.

6. Trade-ins, when indicated, will be listed on the Sealed Bid Request form. The Town of Newtown reserves the right to trade all, some or none of the vehicles listed as deemed in the best interest of the Town. Bidders may submit a bid on the new vehicles with or without trade-ins or may submit bids on the trade-ins only, either individually or by lot. Trade-ins must be detailed individually as indicated on the Sealed Bid Request form. Trade-ins may be used in determining the lowest responsible bid.

7. The Town may consider proximity of the vendor's service as a factor in determining lowest price and reserves the right to award in whole or part to one or more vendors.

8. The Town agrees to pay for all equipment within thirty (30) working days after the equipment has been accepted and claim (invoice) presented.

9. Bid Security when required must be by a **certified check, letter of credit or surety bond** for five percent (5%) of the total bid, payable to the Town of Newtown. If a surety bond is enclosed, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney.

10. The Town of Newtown reserves the right to retain the bid security of Bidders to whom an award is being considered until either: (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all bids have been rejected.

11. Prior to awarding any contract exceeding $25,000.00 for the construction, alteration, or repair for any public building or public work, a 100% performance bond and a labor or materialmen's bond must be furnished by the person to whom the contract is awarded.

12. Performance Bond when required must be by a **certified check, letter of credit or performance bond** for one hundred percent (100%) of the total bid. When submitting a performance bond, bonds must be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

13. The successful bidder will be required to post a Certificate of Insurance, with the Town of Newtown named as additional insured, in an amount to be determined by the Town of Newtown.

TOWN OF NEWTOWN

BID PROPOSAL

STREET SWEEPING

The Town of Newtown invites bid proposals to provide street sweeping service, to include all equipment, operators, and all necessary appurtenances and support.

The Bidder must be able to supply two 4-Wheel – 4 Yard high dump sweepers, or the equivalent, for the required service and must state in the bid and cost per linear foot. The lists of streets with linear feet that will be provided at contract award are only estimates based on surveys by Connecticut Department of Transportation. Verification of the accuracy of the estimates by the bidder, and acceptance by the Town will be required for billing purposes.

The bidder shall supply to the Town of Newtown the proper certificate of insurance naming the Town of Newtown as an additional insured.

The bidder shall supply in his bid proposal a list of similar projects completed during the previous two years. The list shall include contact names, addresses and telephone numbers.

The bidder shall honor their bid for 12 to 24 months from date of bid opening, depending on the options offered. Work is to commence within ten working days after contract award.

The contractor must be able to complete a minimum of 750,000 linear feet within ten weeks from date of commencement. Additional completion time may be extended for any linear footage of road added to the minimum project.

SPECIAL PROVISIONS

LOCATION AND DESCRIPTION

The work required under this contract shall include completing street sweeping operations on various Town Roads within Newtown. During the life of this contracts, including any options exercised by the Town, the Public Works Director or his designee may assign the contractor one or more street sweeping projects consisting of a group of pre-determined streets which shall be located within the same general vicinity of Town. This is to ensure that work under this program and other Town projects do not come into conflict.

The town reserves the right to decrease the scope of the work to be done under this contract and to omit any work in order to bring the cost within available funds. To this end, the Town reserves the right to reduce the quantity of any item or omit all of any item as set forth in the Bid, either prior to executing the contract or at any time during the progress of the work. The Town further reserves the right, at any time during the progress of the work to restore all or part of any item previously omitted or reduced. Exercise by the Town of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted. No adjustment will be made in the contract unit price shown for any item in the Bid Schedule regardless of the quantity performed. This contract may be extended to include other similar work by mutual agreement of the Town and the contractor.

SCHEDULE AND TIME OF COMPLETION

After receipt of the initial assigned sweeping area from the Public Works Director or his designee, the contractor shall commence work within ten (10) working days and shall prosecute the initial and each subsequent assignment diligently to their completion. The hours of work for the employees or subcontractors of the contractor are restricted to a 40 hour week performed during normal hours of operation from Monday through Friday, except holidays recognized by the Town. (Good Friday, Memorial Day & July 4th)

Hours of operation – Before Memorial Day/ After Labor Day 7:00am to 3:30pm
After Memorial Day/ Before Labor Day 6:30am to 3:00pm

The contractor shall, prior to commencement of work, submit to the Public Works Director or his designee for approval, a schedule indicating when proposed work is to be completed.

PUBLIC SAFEGUARDS

The contractor agrees to conduct the work at all times in such a manner that the general public shall not be inconvenienced needlessly nor shall any work area be wholly obstructed at any point without prior approval of the Director of Public Works and his designee.

OBLIGATIONS OF THE CONTRACTOR

The contractor shall, at his own expense, provide any and all manner of superintendence, labor, materials, apparatus, appliances, tools, machinery, power, transportation, and whatever else may be required of every description necessary to do and complete the work, and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. The contractor shall employ only competent workmen and shall provide experienced superintendents and foremen on each part of the work.

WORKMANSHIP

It is the intent of the specifications to describe fully and definitely the highest quality of workmanship to be furnished regarding all ordinary features and to require first-class work in all particulars.

All workmanship shall be subject to the approval of the Director of Public Works or his designee and shall be inconformity with approved modern practice.

OFF SITE DISPOSAL

Should the contractor desire to dispose of surplus materials at a location other than those designated by the Town, he shall first secure permission from the Director of Public Works or his designee. Contractor must also obtain any necessary environmental permits at his own expense and secure a written agreement with the property owner at the proposed dumping site. This written agreement shall contain a clause specifically stating that the Town of Newtown is not a party in the agreement and is not liable to insure that its provisions are fulfilled and said agreement shall be submitted to the Town for approval before any off-site dumping commences. The contractor agrees to indemnify the Town against and hold the Town harmless from any and all liability and loss from any claim, suit or action resulting from said work agreement

TECHNICAL SPECIFICATION

DESCRIPTION

This work shall consist of the sweeping of winter road sand and other miscellaneous debris from all streets except State Highways and private roadways within a designated area in accordance with these specifications and as ordered by the Director of Public Works or his designee.

The term "debris" shall mean all materials normally picked up by the mechanical sweeper such as dirt, pebbles, salt, glass, paper, cans and other materials. It also will include large items such as large stones, tree limbs, wood, cable, and other such materials in the areas to be swept.

The contractor shall supply and maintain all equipment necessary to accomplish these sweepings. Water for sweeping shall be supplied by the contractor and he shall obtain all necessary permits.

The contractor shall dispose of all sand and debris at the Newtown Public Works Garage (4 Turkey Hill Road, Newtown, CT) or at other disposal sites approved by the Director of Public Works or his designee.

All streets shall be swept with the normal flow of traffic. The contractor shall provide fuel and maintenance for all vehicles and equipment.

The contractor shall be responsible for providing and posting no parking signs to insure that parked cars will not hamper sweeping or shall be responsible to return and sweep any areas previously blocked by parked vehicles.

The contractor shall have a supervisor or foreman available at all times to direct his operations. The supervisor or foreman will report to the Director of Public Works or his designee any problems that occur and provide progress reports on a weekly basis.

The contractor shall furnish all labor, materials, tools and equipment necessary to complete all work as herein specified or as directed by the Director of Public Works or his designee.

EQUIPMENT

The contractor must have proof of ownership or a signed lease for the duration of the contract of at least two motorized four wheel machines suit for meeting the requirements of this contract. Machines must be properly registered and insured in accordance with the motor vehicle laws of the State of Connecticut. Machines must be in good working condition and kept that way throughout the life of the contract. Equipment must be sufficiently capable of removing sand, litter, leaves and debris to meet the Town's

cleanliness standards. Equipment must conform to all Federal, State and Local safety regulations. Equipment must be equipped with dual gutter brooms and a main broom capable of sweeping at a minimum of ten (10) foot path.

The contractor must supply dump truck(s) in which to haul the materials from the site to the Newtown Public Works Garage or other designed area.

MEASUREMENT AND PAYMENT

The work under this item will be measured for payment by the actual number of linear feet of street sweeping completed and accepted. Work shall be measure along the centerline of the street and shall include both curb lanes of said street. Streets that must be re-swept in order to remove all sand and debris will be measured once for payment. This work will be paid for at the contract unit price per linear foot for street sweeping as specified herein.

TOWN OF NEWTOWN

SEALED BID REQUEST

BID OPENING DATE Wednesday, April 10, 2013 TIME 11:00 am

LOCATION - FINANCE DEPARTMENT, 3 PRIMROSE, NEWTOWN, CT. 06470

BID TITLE – Street Sweeping

SECURITY REQUIRED – None

DATED IN NEWTOWN - March 21, 2013

Cost per linear foot (add or subtract) $_____

YES/NO I am willing to honor a second contract year if such option is exercised by the Town of Newtown at the price offered in this bid.

YES/NO I am willing to honor a second contract year if such option is exercised by the Town of Newtown at the price offered in this bid plus the following adjustment per linear foot $_____. I further agree to maintain this price for 24 months from the date of this bid opening.

Is your company an MBE or WBE Business? ____ or ____
Yes No

PLEASE NOTE: THREE (3) ORIGINALS OF SEALED BID MUST BE SUBMITTED

COMPANY	SIGNATURE
ADDRESS	SIGNED BY (PRINT/TYPE)
TOWN, STATE, ZIP	TITLE
TELEPHONE /FAX	DATE

Tax ID Number