

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



CONTRACT DOCUMENTS

**BID #2016-002
EQUIPMENT RENTAL WITH OPERATORS**

**PUBLIC WORKS DEPARTMENT
WATER AND SEWER DEPARTMENT
Middletown, Connecticut**

BIDS DUE: Monday, February 22, 2016 at 11:00 am

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

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

The contract documents for the contract entitled:

BID #2016-002 EQUIPMENT RENTAL WITH OPERATORS

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Hereinafter referred to as the **Contract Documents**

**CITY OF MIDDLETOWN
INVITATION TO BID**

Sealed proposals, addressed to the Purchasing Supervisor, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, will be received until **Monday, February 22, 2016 at 11:00 am** for the following:

**BID #2016-002
EQUIPMENT RENTAL WITH OPERATORS
PUBLIC WORKS DEPARTMENT
WATER AND SEWER DEPARTMENT**

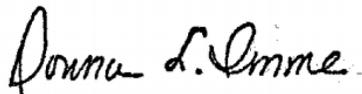
Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. Bid documents will be mailed to interested bidders upon request; **however, it is preferred that they are downloaded directly 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 and in an envelope using the bid return label 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: **2/2/16**
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 Supervisor of Purchases at the time and place set forth therein with the award to be made as soon as practicable. 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 representative 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 price 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 will be required to appear at the office, where directed to appear in the Notice of Award, in person, or a duly authorized representative of a firm or corporation, to execute the contract 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, 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) submitting the lowest unit cost to furnish the equipment with operator(s) complying with these specifications providing sufficient funds are available to award the contract. However, the City of Middletown shall reserve the right to make **awards** based upon **whatever is in the best interest of the City.**

For specific "projects", it is the intent that **one contractor** will supply all of the labor and equipment on each "project". A "project" is defined as work performed at one specific location. The low bidder on a "project" will be decided by itemizing the labor and equipment required for the "project", and multiplying each item by the estimated hours needed to complete the "project". The City of Middletown shall reserve the right to make awards based upon whatever is in the **best interest** of the City.

Additionally, in determining whether a bidder qualifies as the lowest responsible bidder, the City shall also review other subjective factors, such as the bidder's skill, ability and integrity to perform the work as specified, the bidders professional references (if required), the bidders reputation, information discovered during the interview process (if applicable) and whether the City in its sole discretion determines that awarding the bid to the bidder will be in the best interests of the City. The City shall award the contract to the lowest responsible bidder using the guidelines set forth herein, or shall reject all bids.

8. Partial Bids - Bidders may submit a bid on the alternate bid items and or any one combination of items for the base bid. For the alternate bid, bidders must submit a bid on **all listed items**. Partial bids **will not** be accepted for the alternate bids.

9. Contract Term - The contract term shall commence on or after **March 1, 2016 and terminate February 28, 2018** for a contract term of twenty-four (24) months.

10. Prices - In the event of discrepancy between the prices quoted in the proposal in words and those in figures, the words shall control. The prices are to include the furnishing of all labor, equipment, fuel, oil and incidentals necessary to comply with the City's requirements. The unit prices for equipment rental 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, 245 DeKoven Drive, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1995 or emailed at purchase@middletownct.gov**

To receive consideration, such questions shall be submitted in writing. **Deadline for submission of questions is 12:00 PM, Friday, February 12, 2016 (EST)**. 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 Purchasing Supervisor will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Supervisor will post said addenda to the City website at www.middletownct.gov. Non-receipt of said Addenda shall not excuse compliance with said addenda. It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Supervisor from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

It is the responsibility of each bidder to visit our website at www.middletownct.gov to view additional information and/or acknowledge any addenda's issued prior to submitting a bid.

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

period shall supersede previous information.

12. Termination of Agreement - If Vendor fails to fulfill its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the Vendor's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or goods not received.

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 for the faithful execution of the contract document.

14. Time for Performance -

A. The types of equipment listed for rental represent those types of equipment that the City of Middletown may require for the duration of the contract.

B. Rental equipment shall be provided on an "**as needed basis only**" as authorized by the requesting department upon receipt of an approved purchase order. Rental equipment shall be provided to the requesting department within **forty-eight (48)** hours from notification.

Auxiliary equipment shall be available for use within **twenty-four(24)** hours from notification.

Alternate bid items shall be available for use

within **seventy-two(72)** hours from notification.

C. Failure to provide said rental equipment within the specified 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.

D. 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. Payment Terms - Payment discounts for early payment are preferred. All others shall be net 30 days unless specified otherwise. The bidder shall provide an itemized invoice on a monthly basis to each participating department director. The invoice shall include the quantity, equipment description and hourly rate charged. The department director shall then review and approve the invoice and forward same to the Finance Department for payment. Payment shall then be made to the bidder no soon than ten (10) consecutive calendar days from the date the invoice is approved by the Department Director.

17. Equipment Required - The types of rental equipment specified herein represents types of equipment that may be required by the various City departments. 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 the comparison of bids. Rental of any equipment listed is not guaranteed.

The City of Middletown shall reserve the right to authorize rental equipment on an "as needed basis", and shall reserve the right not to rent and or to delete listed equipment based upon the City's requirements without prejudice toward the quoted bid price if to do so is in the City's best interest.

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

19. Firm Pricing - The City of Middletown requires that all bidders provide firm pricing for equipment rental services in accordance with the contact term specified herein.

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. Alternate Departments - All bidders are hereby advised that listed rental equipment may also be utilized by various City departments to include but not limited to, the Public Works and Water and Sewer Departments, respectively. Quoted bid pricing for the listed equipment shall be

extended to these departments for the duration of this contract.

22. Quantities for Alternate Bid Items- The quantities of hours for the alternate bid items are approximate only as determined by the City. They are included to provide the bidder with an estimate of the City's requirements pursuant to this contract and to provide a uniform basis for the comparison of bids. Bidders are advised that these quantities are **not guaranteed**.

The City of Middletown shall reserve the right to increase or decrease the quantity of hours the equipment is required or may delete equipment required at the time the contract is awarded or at any time thereafter without prejudice toward the quoted bid price if to do so is in the City's best interest. The bidder shall not be entitled to any extra payment should the quantities be reduced or deleted at the time the contract is awarded.

23. Subcontract - The successful bidder(s) shall not subcontract this contract in whole or part without prior written authorization from the City of Middletown.

24. Extension Option - The City reserves the right to renew the contract for up to one additional year provided that 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 Purchasing Office. Authorization to renew the contract shall be by a written amendment to the contract only as prepared by the Purchasing Office to be authorized upon the Mayor's signature.

25. Definition of Terms - Wherever the word "Contractor" appears it shall refer to the bidder and wherever the word "Bidder" appears it shall refer to the contractor.

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

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

bidder.

28. Definition of Terms - For the purpose of this contract, wherever the word "bidder" appears it shall refer to the contractor and wherever the work "contractor" appears, it shall refer to the bidder.

29. 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)

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. Facsimile Bids - Facsimile bids will not be accepted by the City under any circumstance.

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT**

CHAPTER 78

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, 6/3/13)

ARTICLE II TRADES WORKERS AND LABORERS.

26-7 Provisions to be incorporated

All contracts entered into between the City of Middletown and contractors which utilize trades workers and laborers by the contractor shall in the performance of the Contract incorporate the following provisions:

A. The Contractor shall hire residents of the City of Middletown to perform all necessary labor.

B. In the event the contractor is restricted by labor contracts, or the required specific skills are not available in the City of Middletown, the contractor may hire trades workers and laborers who reside outside the City, provided that prior to commencement or performance the contractor submits its reasons for such action in writing along with supporting documents to the City.

Such documents may consist of, but are not limited to labor contracts, lists of names and addresses of trades workers, laborers or labor representatives contacted by the City of Middletown and lists of required skilled labor positions for which personnel were not available in the City of Middletown. The contractor shall submit such relevant documents and other relevant information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City Staff and the Contract compliance Committee, determines that the contractor has failed to comply with this ordinance it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action is not done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City of Middletown to the contractor, its subcontractors or any party.

C. Prior to commencement of performance, and at any time after commencement of performance of the contract by the contractor, the Purchasing Agent may require submission of relevant documents and other relevant information related to the employment of tradesmen and laborers in performance of any specific contract with the City.

The contractor shall respond promptly to all inquiries and requests for information and documents made by the City.

D. Prior to commencement of performance of the contract, the contractor shall forward to the department overseeing the contract a written statement which indicates the name of each worker scheduled to perform work for the contractor on each contract, the worker's City of residence and occupational title. The same shall be provided for all subcontractors working on the contract. The department shall forward copies of such statements to the Purchasing Agent upon receipt. The contractor shall provide written amendments to these statements in order to provide advance notice to the City of the scheduled employment of other workers the contractor chooses to perform work on the contract. The amendments shall be on file with the City before such other workers report to work. The department overseeing the project and the Office of the Purchasing Agent shall keep separate files of each construction project.

E. The contractor shall forward to the department overseeing the contract bi-weekly payroll records which cover the proceeding bi-weekly contract period, which shall be on forms approved in advance by the City. Copies of these reports shall be forwarded by the City department overseeing the project to the Purchasing Agent, upon receipt.

F. A copy of this ordinance shall be included and be part of the bid and contract documents. Reference to the page number of this ordinance shall be made in the index or table of contents of the bid and contract documents.

G. All tradesworkers and laborers hired to perform work under contracts that meet the total cost of construction amounts set out in Connecticut General Statutes § 31-53, as amended, shall be paid at the prevailing rates for the same work in the same trade in the City and shall receive the fringe benefits normally offered at that time for the particular trade. "Prevailing

rates" as used herein shall mean the latest rates published by the Connecticut Labor Department unless otherwise required to qualify for a federal grant pertaining to the contract.

26-8 Definitions

As used in this article the following terms shall have the meaning indicated "contractor" shall include the general or prime contractor and all subcontractors performing work under the contractor. The prime or general contractor shall be responsible for the compliance of the subcontractors.

"Tradesmen" and "Laborers" shall mean the employees employed by the contractor in positions for which prevailing rates are published by the Connecticut Labor Department. Local tradesmen and laborers shall not include workers temporarily residing in the City during the term of a contract.

26-9 Inspection and Enforcement

A. The department overseeing the contract shall conduct bi-weekly on-site inspections in order to verify the accuracy of written reports and statements and to insure that the intent of this ordinance is met.

B. The Director of the City department overseeing the project shall notify the Purchasing Agent in writing as to the correctness of written records furnished by the contractors.

C. The Purchasing Agent shall inform the Contract Compliance Committee whether or not each contractor has forwarded the required written records to the City, hired local laborers and tradesmen to perform the necessary work, and paid the prevailing wages and provide the prevailing fringe benefits to employees.

26-10 Contract Compliance Committee

A. There shall be a committee known as the Contract Compliance Committee. The Committee shall consist of three electors of the City who shall be appointed by the Mayor with the Consent of the Common Council. Two of the committee members shall be Common Council members not of the same political

party who shall serve during their term of office, one of whom shall be designated chairman by the Mayor. The third committee member shall be a member of an organized trade labor group who shall serve a two-year term commencing on the date of appointment.

- B. If the committee determines that a contractor is not in compliance, it shall make a report of its findings to the Mayor and Common Council with its recommendations as to whether corrective action should be required of the contractor or whether the contractor should be terminated.
- C. The Purchasing Agent shall provide staff assistance to the committee.
(3/1/82, 11/1/02, 2/3/2003, 9/4/2007)

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. (4/1/91, 11/1/02)

ARTICLE IV APPRENTICES

26-12 Provisions to be incorporated.

All contracts entered into between the City of Middletown and contractors, which utilize apprenticeable trades, or occupations by the contractor in the performance of the contract shall incorporate the following provisions: The contractor shall be affiliated with a state certified apprenticeship program for each apprenticeable trade or occupation represented in its workforce that is not otherwise governed by applicable state statutes and regulations.

26-13 Exception

In the event the contractor is restricted by labor contracts, the contractor may not have to comply with the provisions of subsection (a). provided that prior to commencement of performance the contractor submits its reasons for such action in writing along with supporting documents to the City. Such documents may consist of, but are not limited to labor contracts.

26-14 Enforcement

The contractor shall submit such relevant documents and other relevant information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City staff and the Contract Compliance Committee, determines that the contractor has failed to comply with this ordinance, it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action required is not done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City of Middletown to the contractor, its subcontractors or any other party. (12/7/98, 11/1/02)

ARTICLE V FAIR CLASSIFICATION OF TRADESMEN AND LABORERS

26-15 Compliance with state and federal laws required.

All contractors entering into contracts with the City of Middletown for the construction, alteration or repair of any public building or public work shall comply with all applicable state and federal laws governing fair treatment of employees, including but not limited to unemployment compensation and workers' compensation. All contractors entering into contracts with the City of Middletown for the construction, alteration or repair of any public building or public work shall comply with all applicable state and federal laws governing fair treatment of independent contractors, including but not limited to payment of the relevant prevailing wage rates.

26-16 Determination of status as employee.

For purposes of this chapter, any person who meets 9 or more of the following criteria shall be considered an employee:

- A. The person is required to comply with company instructions about when, where, and how work is done;
- B. The person has been trained by the company.
- C. The person is integrated into the company's general business operations.
- D. The person must render services personally.
- E. The person uses assistants provided by the company.
- F. The person has a continuing relationship with the company.
- G. The person is required to work a set number of hours.
- H. The person must devote substantially full time work to the company.
- I. The person works at the company's premises or job site.

- J. The person must perform work in a preset sequence.
- K. The person must submit regular progress reports.
- L. The person is paid by the hour, week, or month; payroll deductions include federal and/or state income taxes, FICA insurance.
- M. The person is reimbursed for all business and travel expenses.
- N. The person uses company tools and materials.
- O. The person has no significant investment in the facilities that are used.
- P. The person has no risk of loss.
- Q. The person works for only one company.
- R. The person does not offer services to the public.
- S. The person can be discharged by the company.
- T. The person can terminate the relationship without incurring liability.

Any contractor utilizing the services of tradesmen or laborers who are not classified as employees under this chapter shall provide written notice to said tradesmen or laborers of their status. Said notice shall include a provision advising the tradesman or laborer that he or she is not eligible for workers' compensation, health insurance, or unemployment compensation from the contractor. **(9/7/99, 11/1/2002)**

26-17 Enforcement

Enforcement of this provision shall be monitored by the Building Committee or the Director of the City Department or Agency for which the construction is being done. If the construction, alteration or repair is being overseen by a building committee, the building committee shall monitor compliance with this section. Nothing in this subsection shall be construed to prevent the Public Works Department, the Contract Compliance Committee, the Purchasing Department or the Common Council from conducting independent investigations and/or initiating enforcement through appropriate channels.

26-18 Applicability

This Section shall only be applicable to contracts signed on or after the date of its passage.

26-19 Notice of Status

**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:

GENERAL CONDITIONS

Article 1. Indemnification:

To the fullest extent permitted by law, the contractor agrees to indemnify and hold harmless the City of Middletown, its officers, agents, servants and employees against any and all liability, judgements, costs expenses, attorney's fees and other loss, and against all claims or actions 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 contractor in the performance or lack of performance of the services required under this contract.

Article 2. Contractor's Claim for Damage:

If the contractor claims compensation for any damage alleged to have been sustained by reason of any negligent act or omission of the owner or any of his agents, he shall within one week after the sustaining of such damage, submit a written statement to the City of Middletown of the nature of the damage sustained, file with the City of Middletown an itemized statement of the details and amounts of such damage; and unless such statement shall be made as required his claim for compensation shall be forfeited and invalid, and he shall not be entitled to payment on account of any such damage. Even if properly presented, the City may reject any claim not considered valid.

Article 3. Conditions Under Which the Owner May Complete:

If the work to be done under this contract shall be abandoned, or if this contract, or any part thereof, shall be sublet without the previous written consent of the City of Middletown, or if the contract or any claim thereunder shall be assigned by the contractor otherwise than as herein specified, or if at any time the City of Middletown shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the contractor has violated any of the provisions of this contract or that the work is not being done in an acceptable workmanlike manner as determined by the City of Middletown, the City of Middletown may notify the contractor to discontinue all work or such part thereof as the owner may designate; and thereupon, by contract or otherwise, as they may determine, complete the work or such part thereof, and charge the expense thereof to the contractor, and may take possession of and use, or cause to be used, in the completion of the work, any of such materials, machinery, implements, and tools or every description as may be found upon the line of said work.

The City of Middletown may, instead of notifying the contractor to discontinue all work or such part thereof, notify him, from time to time, to increase the force employed on the whole or any part of the work, stating the amount of such increase required, and unless he shall, within ten days after such notice, increase his force to the extent required therein, and maintain such increased force from day to day until the completion of the work or such part thereof, or until the conditions as to the rate of progress may employ and direct the labors of such additional force as may, in the opinion of the City of Middletown be necessary to insure the completion of the work or such part thereof to the contractor. Neither the notice from the City of Middletown to the contractor to increase his force nor the employment of additional force by the City of Middletown, shall be held to prevent a subsequent notice of the City of Middletown to him to discontinue work under the provisions of the proceeding portion of the Article.

Article 4. Payments:

The contractor shall each month submit, in writing, a statement of the amount of work performed during that

period to the Department of Finance for payment. At the option of the City payments may be made more frequently. All prior payments are subject to corrections, and adjustments made for such corrections may be done within the current payment period.

Article 5. Last Payment to Terminate Liability to the Owner.

Neither the City or any of its agents shall be liable for or be held responsible to pay any monies, except those as provided within the contract documents. Acceptance by the contractor of any payment shall release the City or its agents from any and all claims and liabilities of the contractor for any act or neglect of the City or its agents relating to or affecting the work during that period covering the payment.

Article 6. The Contract Sum:

The contract sum specified in the contract documents under the applicable items includes all state and local sales, use occupations cross receipts and other similar taxes and license fees, all of which are to be paid by the contractor. Said contract sum also includes, and the contractor shall pay, the contributions measured by wages of his employees and wages of any subcontractor's employees, required by the Social Security Act and the Public Laws of the State in which the work is done and shall accept exclusive liability for said contributions. The contractor further shall indemnify and hold harmless the City, its officers, agents, servants and employees on account of any contributions measured by the wages as aforesaid of employees of the contractor and his subcontractor assessed against the City under authority of said Act and Public Laws of the State.

Article 7. Presidential Executive Order 11246:

This contract is subject to the provisions of Presidential Executive Order 11246 of President Lyndon B. Johnson promulgated September 24, 1965 as amended by Presidential Executive Order 14275 of President Lyndon B. Johnson promulgated October 13, 1967, which is incorporated by reference within the Affirmative Action Plan of the City of Middletown adopted by the Common Council on January 5, 1976; and, as such, this contract may be canceled, terminated or suspended by the Mayor of the City of Middletown for violation of or noncompliance with said Executive Order 11246, or any municipal, state, or federal law concerning nondiscrimination. The parties to this contract, as part of the consideration hereof, agree that the Presidential Executive Order 11246 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Mayor of the City of Middletown or the Mayor's designee, shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the contract is completed or terminated prior to completion.

Article 8. Changes in the work:

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner, by a work order.

Article 9. Connecticut General Statutes Section 31-286a, as amended:

All bidders are required to conform to the requirements of Connecticut General Statutes Section 31-286a, as amended, concerning Workers Compensation Insurance for Contractors on Public Works projects.

**BID #2016-002
EQUIPMENT RENTAL WITH OPERATORS
VARIOUS DEPARTMENTS
CITY OF MIDDLETOWN**

GENERAL SPECIFICATIONS

The City of Middletown will accept bids from interested contractors to provide various rental equipment with operators on an as needed basis as listed herein as required for the following City departments:

**Public Works Department
Water and Sewer Department**

It is the intent of the City to establish a term contract with fixed unit pricing to rent the equipment on an "as needed" basis with the successful bidder(s) for a contract term of twenty-four (24) months to commence on or after **March 1, 2016 and terminate on February 28, 2018.**

Bidders are requested to provide a fixed hourly or weekly rental rate for each piece of equipment. The hourly rate shall include furnishing the operator (**unless specified otherwise**), fuel oil, transportation of the unit to the job site, maintenance and any incidental costs.

For the purpose of this contract, **the weekly rate shall be based upon a forty (40) hour work week** with the equipment provided for rental **between the hours of 7:30 A.M. and 3:30 P.M.**

SCOPE OF WORK FOR ITEM #32 – CONCRETE SAW

DESCRIPTION:

This item includes providing a saw and operator able to cut a clean straight edge through at least 6" of bituminous pavement or Portland concrete.

CONSTRUCTION METHOD:

Saw cut shall be made at the location chosen by the Engineer and shall follow as straight a line as possible. Cut shall be vertical.

METHOD OF MEASUREMENT:

This work will be measured for payment by the actual number of linear feet of completed saw cut.

BASIS OF PAYMENT:

This item shall be paid for at the contract unit price per linear foot for "Saw Cut" complete, which price shall include all equipment, tools, materials, and labor incidental thereto.

QUANTITY:

It is the intent of the City to provide a minimum of **200 LF** of "Saw Cut" per each work order issued. The City reserves the right to increase this as is necessary to complete the various road projects currently underway, but it will make every effort to coordinate the required work with the vendor.

UTILITY CREW TYPE III

Bidders are invited to submit an hourly rental rate to furnish various equipment and personnel for various roadway improvement projects administered by the Public Works Department. Equipment and personnel required include the following:

- Bomag / Pavement Recycler Unit with Operator;
- **Grading Crew consisting of:**
- Ten (10) Ton Vibrating Roller with Operator;
- Grader with Operator;
- Foreman;
- Laborer (2)

The hourly rate quoted for the grading crew shall include the equipment salary, benefits and all incidental costs for all personnel inclusive of foremen and laborer(s).

UTILITY CREW TYPE II

Bidders are invited to submit an hourly rental rate to furnish various equipment and personnel for various utilities improvement projects administered by the Water and Sewer Department. Work will consist of water main installations and various excavation projects as directed by the Engineer. Equipment and personnel required include the following:

- 20,000 – 30,000 lb Excavator with Operator;
- 18 CY Triaxle with Operator;
- 5 C.Y. Payloader with Operator,
- Foreman;
- Laborer

The hourly rate quoted for the utility crew shall include the equipment salary, benefits and all incidental costs for all personnel inclusive of foremen and laborer.

DETAILED SPECIFICATIONS

1. AVAILABILITY OF UNITS:

The contractor shall be required to provide equipment immediately upon notification as available or **within forty-eight (48) hours** from notification by the requesting department.

Auxiliary equipment shall be available for use within **twenty-four(24) hours** from notification.

Utility Crew shall be available for use within **seventy-two(72) hours** from notification.

2. EQUIPMENT OPERATOR:

The equipment shall be operated by the Contractor's employees, unless specified otherwise, and shall be fueled and serviced by the Contractor at his/her own expense.

3. LICENSING REQUIRED:

The operator shall be trained and licensed to operate the equipment as applicable. Said license shall be current as issued by the State of Connecticut Department of Motor Vehicles. The contractor shall state his/her current State of Connecticut license number on the bid proposal page and include a copy of his/her license with his/her bid. The contractor is advised that a current commercial drivers license shall be required should this licensing requirement apply to the operation of this equipment.

4. RENTAL RATE / INVOICING:

The rental rate will be paid to the Contractor for the hours actually worked.

No payment will be made for transportation time or down time, regardless of cause. The hourly rate shall include labor, fuel, oil, equipment, maintenance, service and incidentals thereto.

5. EQUIPMENT TO BE FURNISHED:

The rental equipment furnished pursuant to this contract shall be in good working condition and of a recent model year with a limited number of hours of operation. The contractor shall furnish a certified copy of the number of hours logged on the unit, to the City upon request.

6. PROPOSED EQUIPMENT:

The bidder shall provide the manufacturer, model number and model year for each piece of equipment they are bidding on in the space provided on the Proposal Page.

7. MINIMUM RENTAL:

A **minimum of four (4) hours** for each rental period shall be guaranteed.

Any contractor requiring a minimum of eight (8) hours for each rental **shall so state in his bid**, this shall be indicated in the space provided on the proposal form.

For the **Concrete Saw (Item #32)** - the rate will be based **per linear foot** as stated on Page 15 — the city usually requires approximately **200 LF** per purchase order issued.

8. LABORER RATE:

Whenever the contractor is required by the City of Middletown to provide a laborer in addition to the equipment rental, the rate shall be set at a **not to exceed cost of \$45.00 hour**. This rate shall include hourly wage and benefits and any other incidental costs.

**BID #2016-002
EQUIPMENT RENTAL - VARIOUS EQUIPMENT
VARIOUS DEPARTMENTS
CITY OF MIDDLETOWN**

Issue Date: 2/02/2016 Reply Date: Monday, February 22, 2016 at 11:00 am

To: Supervisor of Purchases
City of Middletown
Municipal Building, Room 112
245 DeKoven Drive
Middletown, CT 06457

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

We the undersigned have examined all of the proposed work to be undertaken and have read all of the Specifications, General Conditions, and related contract documents and propose and agree to contract with the City of Middletown, in the form of an agreement, to provide the equipment listed herein.

This bid is made with the understanding that it cannot be withdrawn for thirty (30) consecutive calendar days after the date set for receipt of bids.

It is understood that the hourly and or weekly rate prices, included herein for equipment owned by the bidder include the equipment, operator, fuel oil, transportation and incidentals necessary to operate said equipment unless specified otherwise.

The equipment listed herein shall be provided on an "as needed basis" throughout the contract term. The City of Middletown reserves the right to rent the equipment on an hourly and or weekly basis without prejudice towards the quoted pricing if to do so is in the City's best interest. We further understand that the rental of this equipment is not guaranteed and is subject to availability.

**EQUIPMENT LIST
UNIT PRICE SUMMARY**

RENTAL EQUIPMENT (ITEMS#1-29) SHALL BE AVAILABLE WITHIN _____ HOURS FROM NOTIFICATION – AVAILABILITY MUST BE WITHIN FORTY-EIGHT (48) HOURS OR LESS.

#	DESCRIPTION OF EQUIPMENT MANUFACTURER/ MODEL #	MINIMUM RENTAL PERIOD IN HOURS	RATE
1	BULLDOZER JD 450 OR EQUAL MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
2	BULLDOZER JD 550 (LGP) OR EQUAL MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
3	BULLDOZER CAT D-6 OR EQUAL MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
4	TRAXCAVATOR CAT 955 OR EQUAL MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
5	GRADALL 3/4 C.Y. MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
6	PAYLOADER 2 C.Y. MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
7	EXCAVATOR 20,000 TO 25,000 LBS. MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)

#	DESCRIPTION OF EQUIPMENT MANUFACTURER/ MODEL #	MINIMUM RENTAL PERIOD IN HOURS	RATE
8	EXCAVATOR 25,000 TO 30,000 LBS. MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
9	EXCAVATOR 30,000 TO 40,000 LBS. MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
10	ROLLER 12 - 15 TON TWO DRUM STATIC TYPE FOR SOIL AND ASPHALTIC COMPACTION MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
11	VIBRATORY ROLLER 8 - 12 TON WITH WET DRUM & PNEUMATIC SINGLE DRUM IN FRONT, RUBBER TIRE IN REAR, SOIL COMPACTOR MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
12	TRUCK 8 - 12 TON MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
13	TRUCK 12 - 16 TON. MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
14	TRUCK 16 - 20 TON MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)

#	DESCRIPTION OF EQUIPMENT MANUFACTURER/ MODEL #	MINIMUM RENTAL PERIOD IN HOURS	RATE
15	TRUCK 20 TON AND OVER, 4-SL TRUCK MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
16	TRAILER DUMP TRUCK MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
17	LOW BED TRAILER WITH TRACTOR FOR OVER THE ROAD HAULING- MIN RATING 50,000 LBS MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
18	AERIAL LIFT TRUCK 25' - 40' EXTENSION MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
19	COMBO BACKHOE/LOADER-RUBBER TIRE JOHN DEERE 410 OR EQUAL MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
20	COMBO BACKHOE/LOADER RUBBER TIRE JOHN DEERE 710 OR EQUAL MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
21	50-75 HP PAVING MACHINE, 8-15 FT SCREED, LEE BOY 8500B OR EQUAL MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)

#	DESCRIPTION OF EQUIPMENT MANUFACTURER/ MODEL #	MINIMUM RENTAL PERIOD IN HOURS	RATE
22	60 TON CRANE MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
23	36" WIDE ASPHALT RECLAIMER WITH LOADER AND OPERATOR (ASPHALT ZIPPER AZ360 OR EQUAL) MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
24	4000 GAL VACUUM TRUCK WITH 3000 PSI WATER JET MINIMUM MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
25	4000 GAL VACUUM TRUCK WITH 3000 PSI WATER JET MINIMUM MAKE: _____ MODEL #: _____	N/A	WEEKLY RATE WITH OPERATOR: (\$ _____)
26	SEWER RODDER MACHINE – TRAILER MOUNTED RODDER EITHER CONTINUOUS OR SECTIONAL MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)
27	SEWER RODDER MACHINE – TRAILER MOUNTED RODDER EITHER CONTINUOUS OR SECTIONAL MAKE: _____ MODEL #: _____	N/A	WEEKLY RATE WITH OPERATOR: (\$ _____)
28	PUMP TRUCK – SIMILAR TO A SEPTIC TRUCK, EQUIPPED WITH BOTH A PUMP AND A 4000 GALLON MINIMUM LEAK PROOF TANK <u>RESPONSE TIME WITH OPERATOR MUST BE 30 MINUTES OR LESS:</u> RESPONSE TIME: _____ MAKE: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITH OPERATOR: (\$ _____)

#	DESCRIPTION OF EQUIPMENT MANUFACTURER/ MODEL #	MINIMUM RENTAL PERIOD IN HOURS	RATE
29	ADDITIONAL OPERATOR WHEN REQUESTED BY THE CITY OF MIDDLETOWN IN CONJUNCTION WITH EQUIPMENT RENTAL HOURLY RATE PER ADDITIONAL OPERATOR	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE : (\$ _____)
AUXILIARY EQUIPMENT			
30	PLATE COMPACTOR , MBW MODEL AP2000 OR EQUAL WITHOUT OPERATOR MFCTR: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITHOUT OPERATOR : (\$ _____)
31	CONCRETE SAW - HUSQVARNA MC 18 OR EQUAL ABLE TO CUT CLEAN STRAIGHT EDGE THROUGH AT LEAST 6" OF BITUMINOUS PAVEMENT OR PORTLAND CONCRETE- <u>SEE ADD'L TERMS IN SCOPE OF WORK SECTION ON PAGE 15 OF THIS BID DOCUMENT</u> MFCTR: _____ MODEL #: _____	N/A	PER LINEAR FOOT: (\$ _____) PER L.F.
32	CONCRETE CUT OFF SAW - STIHL TS760 OR EQUAL MFCTR: _____ MODEL #: _____	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITHOUT OPERATOR : (\$ _____)
33	GAS POWERED PUMP (MULITQUIP PQ303H HONDA POWERED 3" CENTRIFUGAL PUMP) WITH 25' SUCTION HOSE AND 100' DISCHARGE HOSE OR EQUAL	<u>4 HOURS</u> MINIMUM RENTAL	HOURLY RATE WITHOUT OPERATOR : (\$ _____)
<p>AUXILIARY EQUIPMENT SHALL BE AVAILABLE WITHIN _____ HOURS FROM NOTIFICATION – AVAILABILITY MUST BE WITHIN TWENTY-FOUR (24) HOURS OR LESS.</p>			

UTILITY CREW TYPE III

#	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE PER HOUR	EXTENSION
34	60 HOURS	RECYCLER UNIT BOMAG MPH 100 OR EQUIVALENT WITH OPERATOR	\$ _____	\$ _____

GRADING CREW TO INCLUDE:

35	80 HOURS	10 TON VIBRATORY ROLLER WITH OPERATOR – HOURLY RATE MFCTR: _____ MODEL #: _____	\$ _____	\$ _____
36	80 HOURS	GRADER WITH OPERATOR HOURLY RATE MFCTR: _____ MODEL #: _____	\$ _____	\$ _____
37	80 HOURS	FOREMAN – HOURLY RATE	\$ _____	\$ _____
38	80 HOURS	LABORER – HOURLY RATE	\$ _____	\$ _____
39	80 HOURS	SECOND LABORER – HOURLY RATE	\$ _____	\$ _____

**TOTAL OF UTILITY GROUP TYPE III
(TOTAL OF ITEMS #34-39)**

(\$ _____)

Written Figures

UTILITY CREW TYPE III ITEMS SHALL BE AVAILABLE WITHIN _____ HOURS FROM NOTIFICATION – AVAILABILITY MUST BE WITHIN SEVENTY-TWO (72) HOURS OR LESS.

UTILITY CREW TYPE II

#	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE PER HOUR	EXTENSION
UTILITY CREW TO INCLUDE:				
40	80 HOURS	20,000-30,000 LB EXCAVATOR WITH OPERATOR – HOURLY RATE MFCTR: _____ MODEL #: _____	\$ _____	\$ _____
41	80 HOURS	18 CY TRIAXLE WITH OPERATOR HOURLY RATE MFCTR: _____ MODEL #: _____	\$ _____	\$ _____
42	80 HOURS	5 C.Y PAYLOADER WITH OPERATOR HOURLY RATE MFCTR: _____ MODEL #: _____	\$ _____	\$ _____
43	80 HOURS	FOREMAN – HOURLY RATE	\$ _____	\$ _____
44	80 HOURS	LABORER – HOURLY RATE	\$ _____	\$ _____

TOTAL OF UTILITY CREW TYPE II - (TOTAL OF ITEMS #40-44):

(\$ _____)

Written Figures

UTILITY CREW TYPE II ITEMS SHALL BE AVAILABLE WITHIN _____ HOURS FROM NOTIFICATION – AVAILABILITY MUST BE WITHIN SEVENTY-TWO (72) HOURS OR LESS.

UTILITY CREW TYPE I

#	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE PER HOUR	EXTENSION
UTILITY CREW TO INCLUDE:				
45	80 HOURS	JD410 OR EQUIVALENT MAKE: _____ MODEL #: _____	\$ _____	\$ _____
46	80 HOURS	12-16 TON TRUCK MAKE: _____ MODEL #: _____	\$ _____	\$ _____
47	80 HOURS	FOREMAN – HOURLY RATE	\$ _____	\$ _____
48	80 HOURS	LABORER – HOURLY RATE	\$ _____	\$ _____
49	80 HOURS	LABORER – HOURLY RATE	\$ _____	\$ _____

TOTAL OF UTILITY CREW TYPE I - (TOTAL OF ITEMS #45-49):

(\$ _____)

Written Figures

UTILITY CREW TYPE I ITEMS SHALL BE AVAILABLE WITHIN _____ HOURS FROM NOTIFICATION – AVAILABILITY MUST BE WITHIN SEVENTY-TWO (72) HOURS OR LESS.

STATE OF CONNECTICUT LICENSE INFORMATION

TYPE: _____ **LICENSE #:** _____ **EXPIRATION DATE:** _____

PLEASE ATTACH A COPY TO THIS FORM

NOTE: IF REQUIRED BY STATE OF CONNECTICUT DEPARTMENT OF MOTOR VEHICLES, COMMERCIAL DRIVERS LICENSE NUMBER (CDL):

We acknowledge receipt of the following addendum, if applicable:

Addendum # 1 Date _____

Addendum # 2 Date _____

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**

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

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 / Partnership

____ 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 32).

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

**CITY OF MIDDLETOWN, CONNECTICUT
CONNECTICUT GENERAL STATUTES, SECTION 31-286a, AS AMENDED
CONFORMANCE FORM**

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____ and all of its
Company Name

subcontractors conform to all requirements of the Connecticut General Statutes Section 31-286a, as amended, concerning workers' compensation insurance requirements for contractors on public works projects.

Signed

Subscribed and sworn to before me this _____ day of _____, 2016.

Notary Public

Date: _____

APPENDIX B - INSURANCE REQUIREMENTS

Bid #2016-002 Rental of Various Equipment with Operators

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 an 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:

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

(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:**

**NANCY CONAWAY-RACZKA
RISK MANAGER**

January 27, 2016
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 # 2016-002 EQUIPMENT RENTAL WITH OPERATORS

Return Date: Monday, February 22, 2016 at 11:00 am

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**

