

**LEGAL NOTICE**

**TOWN OF HEBRON  
REQUEST FOR PROPOSALS  
PARKING LOT PAVING AND RECLAIMING  
Gilead Hill School, Hebron Elementary School and Firehouse #3  
RFP 2020-08**

The Town of Hebron is soliciting proposals from qualified vendors to provide reclaiming and parking lot paving at the two Town owned elementary schools and Firehouse #3.

RFP packages are available at the Town Manager's Office, 15 Gilead Street, Hebron, CT 06248, by calling 860-228-5971 x122, on the Town of Hebron website <https://hebronct.com/contact-us/bids/> or on the CT DAS website at [www.biznet.ct.gov](http://www.biznet.ct.gov). There will be a non-mandatory pre-bid meeting at Gilead Hill School, 580 Gilead Street, at 9:00 a.m. on Monday April 27, 2020. This meeting will be conducted outdoors utilizing appropriate social distancing guidelines. An original and five (5) copies of the sealed Proposal must be received in the Town Manager's Office, in envelopes plainly marked "RFP #2020-08 Parking Lot Paving and Reclaiming Project" by 2:00 p.m. on Thursday, May 14, 2020. The Town of Hebron reserves the right to accept or reject any and all Proposals, or any part thereof, if it is in the best interest of the town.

Andrew J. Tierney  
Town Manager

**TOWN OF HEBRON  
REQUEST FOR PROPOSALS  
PARKING LOT PAVING AND RECLAIMING  
Gilead Hill School, Hebron Elementary School and Firehouse #3**

**RFP 2020-08**

The Town of Hebron is requesting proposals from qualified vendors to provide reclaiming and parking lot paving at the two Town owned schools, and Firehouse #3.

**Scope of work:**

Reclaim existing parking lots and finish grade to existing elevation. Remove excess material as needed.

Paving limits will be discussed at the pre-bid walk through.

Remove existing bituminous and concrete curbing and replace with 6" bituminous curbing on top course of pavement.

Repair existing catch basins as determined at pre-bid meeting and replace catch basin tops with Type C

Bituminous concrete will be installed in two courses:

2" binder course S 0.5 Super pave and 1 1/2" finish course S .375 Super pave

Topsoil (3") and grass seed (Wear 'n tear mix) installed on disturbed areas of construction behind all curbed and paved areas. Wear'n Tear mix: 35% Kentucky Bluegrass, 35%, creeping red fescue, 20% metolisu GLSR perennial ryegrass (gray leaf spot resistance and enhance), 10% Deschutes perennial ryegrass.

Pavement markings to be re-installed with new markings per attached plan.

**Not Included:** Remove unsuitable material and replace with 1 ¼ " process aggregate as determined by the Town Engineer or the Director of Public Works.

**Item # 1**      **Gilead School, 580 Gilead Street, Hebron,** work will commence on June 23, 2020 and be completed by August 21, 2020.

**Item # 2**      **Hebron Elementary School, 92 Church St, Hebron,** work will commence on June 28, 2021 and be completed by August 20, 2021.

Pricing will be submitted separately for each project and priced according to the above schedule for the school parking lots.

**Requirement of on-time completion:** This public works contract requires that the work is completed by August 20 or 21, in the year specified for each project. A penalty of \$1,000 per day will be applied for non-completion. A request for an extension of time beyond the agreed upon completion date may only be granted in the event of an unforeseeable emergency, to accommodate significant changes made by the project owner, or because of the existence of extreme inclement weather conditions.

**Item # 3 Firehouse #3, 164 North Road, Hebron**

Reclaim existing parking lot, finish grade to existing elevation and remove excess material if needed under the direction of the Public Works Director.

Remove and dispose of 35' x 35' concrete pad.

Repair existing catch basins as determined at pre-bid meeting and replace catch basin tops.

Bituminous concrete will be installed in two courses:

2" binder course S 0.5 Super pave and 1 1/2" finish course S .375 Super pave

35' x 35' pad area in front of bays, repave 3 courses, 2" S.05 Super pave binder, 1 1/2" S. 05 Super pave binder, 1 1/2" S.375 Super pave top course.

Replace 6' bituminous curb where removed.

Topsoil (3") and grass seed (Wear 'n tear mix) installed on disturbed areas of construction behind all curbed and paved areas.

Pavement markings to be re-installed as per the original design.

The Firehouse shall be scheduled for completion by August 28, 2020.

**Not Included:** Remove unsuitable material and replace with 1 1/4 " process aggregate as determined by the Town Engineer or the Director of Public Works.

**Mandatory Pre-Bid Meeting:**

There will be a non-mandatory pre-bid meeting starting at Gilead Hill School, 580 Gilead Street, at 9:00 a.m. on Monday, April 27, 2020. There will be a mandatory pre-bid meeting at Gilead Hill School, 580 Gilead Street, at 9:00 a.m. on Monday April 27, 2020. This meeting will be conducted outdoors utilizing appropriate social distancing guidelines.

## **Instructions for Bid Submission:**

Requests for Information/Requests for Clarifications: The submission deadline for all Requests for Information/Requests for Clarifications shall be no later than 1:00 p.m. on Thursday, May 7 2020. All information shall be submitted in writing to Kevin Kelly, Public Works Director via e-mail at [kkelly@hebronct.com](mailto:kkelly@hebronct.com). If necessary, addendum will be issued by Monday, May 11, 2020.

The Respondent shall provide the original and five (5) copies of their proposal that includes information that demonstrates the contractors experience, knowledge and qualifications. In addition, the Respondent must provide proposed lump sum bid price inclusive of all taxes, insurance, overhead, profit and all miscellaneous expenses (Page 6 – Bid Form).

Submission Date for RFPs: The submission date for all RFPs shall be no later than 2:00 p.m. on Thursday, May 14, 2020. All submissions must be in a sealed envelope plainly marked “RFP # 2020-08 Parking Lot Paving and Reclaiming” and addressed to:

Mr. Andrew Tierney, Town Manager  
Town of Hebron  
15 Gilead Street  
Hebron, CT 06248

### **LATE PROPOSALS WILL NOT BE CONSIDERED**

#### **GENERAL INFORMATION**

##### **1. Rejection of Statements of Qualifications:**

The Town reserves the right to reject any and all Proposals received as a result of this RFP, if it is in the best interest of the town.

##### **2. Conflict of Interest**

Non-Collusion Affidavit and Code of Ethics - All Statement of Qualification shall include an executed copy of the Town’s Non-Collusive Affidavit (Appendix I). All proposers shall abide by the requirements of the Town’s Code of Ethics.

##### **3. Insurance Requirements**

The Town reserves the right to waive any portion or adjust downward the amount of insurance required depending on the exposures to the Town. The Contractor shall furnish a certificate of insurance to the Town Manager or his designee for the following insurance coverage within ten (10) days from contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the Town of Hebron will receive thirty (30) days written notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

Any aggregate limit shall apply per project. Contractor's insurance shall be primary over any other valid and collectible insurance. Any deductibles are the sole responsibility of the Contractor. Such policy shall name the Town of Hebron as "additional insured".

- A. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations, Broad Form Property Damage:

- \$1,000,000 Bodily Injury per Occurrence

- \$1,000,000 Property Damage per Occurrence

- \$1,000,000 Combined Single Limit

Property damage Liability for the following hazards if applicable:

X (Explosion), C (Collapse), U (Underground damage).

- B. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

- \$1,000,000 Bodily Injury per Occurrence

- \$1,000,000 Property Damage per Occurrence

- \$1,000,000 Combined Single Limit

- C. Owners Protective Liability:

On purchase orders where the cost of the work, or contract price, exceeds \$100,000 or is hazardous in nature, there shall also be a \$4,000,000 umbrella or excess liability layer over the underlying described above. In such case there shall also be required an Owners and Contractors Protective Liability policy issued naming the Town as named insured, with a \$1,000,000 per occurrence limit.

The wording for both named insured and additional insured shall read as follows: The Town of Hebron, The Hebron Board of Education (where appropriate), and its respective Officers, agents and servants.

- D. Worker's Compensation: In accordance with Connecticut State Statutes. Employers Liability Limit - \$1,000,000.

- E. Professional liability, \$5,000,000 limit (Architects, Engineers, Attorneys including Town Counsel, Accountants, Actuaries, Agents of Record). Additional coverage and limits may be required based upon the particular services contracted.



**APPENDIX I**

**TOWN OF HEBRON  
Department of Finance  
NON COLLUSIVE AFFIDAVIT OF PROPOSER**

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the submitting company developed the Statement/Proposal independently and submitted it without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent submissions or competition;
- (2) the submitting company, its employees and agents have not communicated the contents of the submission to any person not an employee or agent of the proposer and will not communicate the submission to any such person prior to the official opening of the Statement of Qualification/Proposal, and
- (3) acknowledges that the Town of Hebron's Code of Ethics has been received and understood.

The undersigned submitter further certifies that this statement is executed for the purpose of inducing the Town of Hebron to consider the Statement of Qualifications/Proposal and make an award in accordance therewith.

\_\_\_\_\_

Legal Name of Submitter/Firm	Business Address
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\_\_\_\_\_

Signature and Title	Date
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\_\_\_\_\_  
Printed Name of Title Person

Subscribed and Sworn to me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public  
My Commission Expires

\_\_\_\_\_

# Hebron Code of Ethics

Effective November 5, 2019

## I. Persons Governed by this Code

This code shall apply to all Town officials, officers and employees, whether elected and/or appointed, including members of boards, commissions, and committees, full time or part time, paid or unpaid and shall hereinafter be referred to collectively as “persons governed by this code.”

## II. Purpose

Public office is a public trust. The trust of the public is essential for government to function effectively. Policy developed by government officials and employees affects every citizen of the town, and it must be based upon honest and fair deliberations and decisions. This process must be free from threats, favoritism, undue influence and all forms of impropriety so that the confidence of the public is not eroded. By enacting this Code, the Town seeks to avoid any loss of trust and to maintain and increase the confidence of our citizens in the integrity, fairness and transparency of their government.

Persons governed by this code shall strive to conduct themselves in a professional, courteous, honest manner and otherwise according to the highest moral and personal standards of integrity, such that their behavior reflects favorably upon themselves and the Town of Hebron, including but not limited to conduct or communication in any public forum or media.

## III. Definitions

As used in this Chapter, the following listed words and phrases shall have these specific meanings:

- A. **Conflict of Interest:** A conflict between one’s obligation to the public good and one’s self-interest.
- B. **Financial Interest:** Any monetary benefit accruing to persons governed by this code that is not equally available to the general public.
- C. **Gift:** Anything having value whether in the form of service, loan, tangible property, promise or any other form. However a gift shall not include political contributions made in accordance with campaign financing regulations; nor tokens of appreciation, recognition or other incidental gratuities not exceeding \$100 per year.
- D. **Immediate Family:** Includes spouse/domestic partner, siblings, child(ren), parents, of persons governed by this code or the spouse/domestic partner and any individual residing in the same household.



- E. ***Independent Contractor:*** Any general contractor, subcontractor, consultant, person, firm, corporation, vendor or organization currently providing or formerly providing, goods or services to the Town of Hebron in exchange for compensation.
  
- F. ***Personal Interest:*** Any non-monetary benefit, special consideration, treatment or advantage accruing to persons governed by this code which is not equally available to the general public.

#### **IV. Conflicts of Interest**

No person governed by this code shall use his position or office for the financial or personal interest of himself, a business with which he is associated, an individual with which he is associated or a member of his immediate family.

No person governed by this code shall engage in or participate in any business or transaction, including outside employment with a private business, or have an interest, direct or indirect, that is incompatible with the proper discharge of his official responsibilities in the public interest or that would tend to impair his independent judgment or action in the performance of his official responsibilities.

No person governed by this code or a business with which he is associated or member of his immediate family shall enter into a contract with the Town unless it is awarded through a process of public notice and/or competitive bidding.

No person governed by this code or independent contractor shall knowingly counsel, authorize or otherwise sanction action that violates any provision of this code.

#### **V. Disclosure and Recusal**

A person governed by this code shall refrain from participating on behalf of the Town of Hebron in any matter pending before any agency of the town if he, a business with which he is associated, an individual with whom he is associated or a member of his immediate family has a financial or personal interest in that matter and such interest is not shared by a substantial segment of the town's population.

If such participation is within the scope of said person's official responsibility, he shall be required to provide written disclosure, that sets forth the nature and extent of such interest to the Town Clerk, and this disclosure shall be included in the official record of all proceedings on this matter.

Notwithstanding the prohibition outlined above, a person governed by this code may vote or otherwise participate in a matter that involves a determination of general policy if said person's interest in the matter is shared with a substantial segment of the population of the Town.

No person governed by this code shall appear on behalf of private interests before any agency of the Town, nor shall he represent private interests in any action, proceeding or litigation against the town.

Nothing contained in this code shall prohibit or restrict a person governed by this code from appearing before any agency of the Town on his own behalf, or from being a party in any action, proceeding or litigation brought by or against such person to which the Town is also a party.

For a period of one (1) year after termination of service to the Town, no former employee or Town official who participated in the negotiation or award of a town contract valued in excess of \$25,000 shall accept employment with, appear on behalf of, or represent any private interest concerning matters related to this same contract.

**VI. Gifts**

No person governed by this code or member of such individual's immediate family or business with which he is associated shall solicit or accept any gift that could reasonably be expected to influence or create an appearance of influencing the actions or judgment of such person.

If a prohibited gift is offered to a person governed by this code, he shall refuse it, return it, pay the donor the market value of the gift or donate it to a nonprofit organization provided he does not take the corresponding tax write-off. Alternatively, such prohibited gift may be considered a gift to the Town provided it remains in the Town's possession.

**VII. Use of Town Assets**

No person governed by this code or independent contractor shall request or permit the use of town funds or services, Town owned or leased vehicles, equipment, facilities, materials or property for personal convenience or profit, except when such assets and services are available to the public generally or are provided as Town policy for the use of persons governed by this code in the conduct of official business.

**VIII. Use of Confidential Information**

No person governed by this code, former employee or independent contractor shall disclose confidential information concerning Town affairs, nor shall such persons governed by this code use this information for the personal or financial interests of themselves or others.

APPENDIX II

ORDINANCE PROVIDING FOR LOCAL PREFERENCE

CHAPTER 11, ARTICLE 1

§11-1 TOWN BASED BUSINESS

**The term “town based business” shall mean a business with a principal business located within the Town of Hebron.** A business shall not be considered a town based business, unless evidence submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Hebron. 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.

§11-2 LOWEST RESPONSIBLE BIDDERS

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

Provided that such town based resident bidder shall have met all other requirements set forth in this article, any town based resident bidder which has submitted a bid not more than five (5) percent higher than the lowest most responsible bid may be awarded the bid provided such town based bidder agrees to accept the award of the bid at the amount of the lowest most responsible bid.

If more than one town based resident bidder has submitted a bid not more than five (5) percent higher than the lowest responsible bid, the lowest responsible bidder shall be that one of the town based resident bidders which had submitted the lowest bid.

§11-3 IMPLEMENTATION OF LOCAL BIDDER PREFERENCE

Any local vendor meeting the requirements of a local vendor as defined in the above ordinance responding to the solicitation shall be required to submit a signed Local Bidder Affidavit form with their bid submittal. Failure to submit an affidavit form, approved by the Town of Hebron, may result in your disqualification as a local vendor and ineligibility for contract award.

§11-4 RESTRICTION OF USE OF LOCAL BIDDER PREFERENCE

This section shall not apply in those instances where the bid requested involves a cooperation purchasing arrangement between the town and other municipalities or the State of Connecticut.

APPENDIX III

AFFIDAVIT PURSUANT  
TO THE ORDINANCE PROVIDING FOR LOCAL PREFERENCE

**(It is not necessary to submit this form unless you are a Hebron Town-based Business)**

The undersigned, being duly sworn, disposes and says as follows:

1. That he/she is over the age of eighteen (18) years of age;
2. That he/she believes in and understands the obligations of an oath;
3. That he/she is submitting a bid as a “town based business”, pursuant to those conditions delineated in the Town of Hebron’s Ordinance Providing for Local Preference.

\_\_\_\_\_  
Name of Local Bidder  
(Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Local Bidder

# TOWN OF HEBRON

## Purchasing Office

15 Gilead Street, Hebron, CT 06248

### “NO BID” RESPONSE

**Name of RFP: 2020-08 Town of Hebron – Parking Lot Paving and Reclaiming Project**

**Date of Bid Opening: Thursday, May 14, 2020, 2:00 p.m.**

For tracking, audit, and record-keeping purposes, we would very much appreciate knowing the reason why you have chosen not to submit a proposal for the above-referenced Public Bid, RFP or RFQ.

Would you please take a moment to provide a brief explanation below for not submitting a proposal to us for this purchase?

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Please also indicate if you would like to continue to receive bids and quotes from us in the future for above-referenced related purchases. If we do not receive this form back, we will assume you are no longer interested in receiving bids and quotes from us.

Please continue to send me bids, quotes, and RFPs. Yes \_\_\_\_\_ No \_\_\_\_\_

Company name \_\_\_\_\_

Mailing address \_\_\_\_\_

Your name \_\_\_\_\_ Date \_\_\_\_\_

This may be mailed, faxed, or e-mailed back to us at:

Town of Hebron

Attn: Town Manager’s Office

Hebron, CT 06248

Fax: 860 228-4859

E-mail: [dlanza@hebronct.com](mailto:dlanza@hebronct.com)

Thank you for your response.