

**BID PACKAGE
HEAVY EQUIPMENT RENTAL RATES
AVON, CT**

September 2, 2009

BID NO. 09/10-8
STANDARD INSTRUCTIONS
BID FORM
GENERAL SPECIFICATIONS
AGREEMENT

Blythe C. Robinson
Assistant Town Manager
60 West Main Street
Avon, CT 06001-3743

**HEAVY EQUIPMENT RENTAL RATES
STANDARD INSTRUCTIONS TO BIDDERS**

1. **INTRODUCTION**

The Town of Avon is soliciting bids for the above named project. The Town intends to rent various pieces of equipment with experienced operators, to install drainage at various locations throughout the town of Avon. If there are any conflicts between the instructions in these Standard Instructions to Bidders and any other bidding document(s), these Standard Instructions to Bidders shall prevail.

2. **KEY EVENT DATES**

Invitation to Bid Issued	September 2, 2009
Pre-Bid Conference	None
Public Bid Opening	September 16, 2009 – 10:00 AM
Bid Awarded	Within 60 Days
Commencement of Work	Within ten (10) calendar days of Notice to Proceed

3. **OBTAINING BID DOCUMENTS**

Specifications and bidding documents may be obtained from the Town Manager's Office, 60 West Main Street, Avon CT, or from the Town's website at: www.town.avon.ct.us (under "Opportunities") Public Bids and RFP's.

4. **BID SUBMISSION INSTRUCTIONS**

- A. One (1) original and two (2) copies of all bids must be submitted in a sealed envelope clearly marked "Sealed Bid for Town of Avon – Heavy Equipment Rental Rates". If forwarded by mail or courier, the sealed envelope must be addressed to "Philip K. Schenck, Jr., Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743". Bids must be at the office of the Town Manager by the time the first bid is publicly opened. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first bid is publicly opened will NOT be accepted.
- B. Ditto marks or words such as "SAME" on the Bid considered writing and must not be used.
- C. All information must be submitted in blue ink or typewritten. Errors, alterations or corrections on both the original and all required copies must be initialed by the person signing the bid.
- D. Bids are considered valid for sixty (60) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of sixty (60) days after bid(s) are opened.

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- E. An authorized person representing the legal entity of the bidder must sign bids.
- F. The inability to meet any specified requirements(s) must be stated in writing and attached to the bid form, or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation to Bid have been accepted.
- G. The Town reserves the right to waive any minor informality in a bid when such a waiver is in their best interest to do so.

5. **QUESTIONS**

Any questions about this project should be directed to Mr. Bruce Williams, Director of Public Works, at (860) 673-6151.

However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Blythe C. Robinson either by email to brobinson@town.avon.ct.us, fax: 860-409-4368, or by mail: Town Manager's Office, 60 West Main Street., Avon, CT 06001-3743. To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of bids.

The Town will arrange as addenda, which shall be made a part of this Invitation to Bid and the resulting contract, all questions received as above provided and decisions regarding each. At least three (3) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: www.town.avon.ct.us (under "Opportunities") Public Bids and RFP's. It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

6. **PRESUMPTION OF BIDDER BEING FULLY INFORMED**

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding and contract documents for this project. Failure or omission of the bidder to receive or examine any information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

7. **PRE-BID CONFERENCE**

Attendance at the pre-bid conference, if any as indicated in section 2 titled Key Event Dates, is mandatory. Failure to attend does not relieve bidders of obligations under this bid.

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8. INTERPRETATION OF ACCEPTABLE WORK

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Avon. The Town will issue any substantive changes or interpretations in writing as an addendum.

9. TAX EXEMPTIONS

The Town of Avon is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Bidders shall avail themselves of these exemptions. If required the contractor must supply the Town with a W-9 form for services rendered.

10. INSURANCE

The bidder awarded this bid must provide a current Certificate of Insurance to the Assistant Town Manager PRIOR to commencement of work, with the following requirements:

- a. Commercial General Liability:

Each Occurrence:	\$1,000,000
Personal/Advertising Injury Per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate	\$2,000,000
Fire Damage Legal Liability	\$ 100,000
- b. Automobile Liability:

Each Accident:	\$1,000,000
Hired/Non-owned Auto Liability	\$1,000,000
- c. Worker's Compensation, as required by Connecticut State statutes.
- d. The "Town of Avon" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- e. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A:VII.
- f. All insurance may not be canceled or modified without thirty (30) days written notice be registered U.S. Mail to: Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743.
- g. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.

11. SUBSTITUTION FOR NAME BRANDS

Should brand name items appear in this bid, the bidder must attach specifications for any substitutions, and explain how the substitution compares with the named brand's specification. The decision as to whether the substitution is acceptable rests solely with the Town of Avon.

12. AWARDING THE BID

The Town of Avon reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Town.

Bidders should understand that the quantities given in Schedule of Prices of this Bid are approximate only, and are given solely as a basis for comparison of bids, that the Town does not guarantee that the exact number of rental hours. The Town reserves the right to increase or decrease the amount of any item listed, as may be found desirable or necessary for the work, and that unit prices quoted in Schedule of Prices shall apply without change to such variation in quantity of each or all items.

An award shall be made to the lowest responsive and responsible bidder. That bidder is the person or firm whose bid to perform the work is the lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Town and whose bid documents comply with the procedural requirements stated herein.

The Bid Awarded date in section 2 titled Key Event Dates is the date the bid is anticipated to be awarded. It is not a date certain.

13. REJECTION AND/OR CANCELLATION OF BIDS

The Town reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest to do so.

14. DELIVERY ARRANGEMENTS

Bidders must take note of the delivery, set up and break down requirements under this contract that are listed in the general specifications.

15. BID BOND

A Bid Bond is not required with this bid.

16. PERFORMANCE BOND

A Performance Bond is not required with this bid.

END OF STANDARD INSTRUCTIONS TO BIDDERS

**BID FORM
TOWN OF AVON
HEAVY EQUIPMENT RENTAL RATES
60 West Main Street
Avon, CT 06001**

September 16, 2009

BID of _____ (hereinafter called "BIDDER", a corporation organized and existing under the laws of the State of _____, a partnership, or an individual doing business as: _____) * will provide rental of various pieces of heavy equipment for rent with an operator on a per unit basis in accordance with the general specifications for the aggregate sum of _____ dollars (\$_____)

* Insert the Corporation, Partnership, or Individual name as applicable. Cross out non- applicable types.

The undersigned submits this Bid without collusion with any other person, firm or individual.

Witness: _____

Signature: _____

Date: _____

Name: _____
(print or type)

Title: _____

Firm: _____

Address: _____

Telephone: _____

E-Mail: _____

SCHEDULE OF PRICES

ITEM	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
Wheel Excavator with various buckets Caterpillar 318 or equal	120 hours	\$	\$
Wheel Loader with side dump bucket. Caterpillar 930H or equal	120 hours	\$	\$
Off Road Dump Truck Caterpillar 350 or equal	40 hours	\$	\$
Road Grader Minimum 12' Blade Galion 600A or equal	24 hours	\$	\$
Asphalt Compactor Ingersoll Rand DD-24 or equal	40 hours	\$	\$
Superintendent	160 hours	\$	\$
Pipe Layer Experience with RCP 18" to 36"	160 hours	\$	\$
Laborer	160 hours	\$	\$
TOTAL ALL ITEMS			\$

ITEM	YEAR	MAKE	MODEL	COMMENTS
Wheel Excavator with various buckets Caterpillar 318 or equal				
Wheel Loader with side dump bucket Caterpillar 930H or equal				
Off Road Dump Truck Caterpillar 350 or equal				
Road Grader Minimum 12' Blade Galion 600A or equal				
Asphalt Compactor Ingersoll Rand DD-24 or equal				

This BID is submitted in full compliance with the conditions outlined in the Contract Documents. BIDDER has responded to and completely filled in all required spaces in the BID document, and obtained the necessary Notary Public signature where so required.

This BID Respectfully Submitted by:
IF A SOLELY OWNED COMPANY:

Company Name: _____
Address: _____
Town: _____
By: _____
(Authorized Signature)
Title _____ Date _____

IF A CORPORATION OR LIMITED LIABILITY COMPANY::

A company organized under the laws of _____, composed of officers as follows:

_____ President	_____ Secretary
_____ Vice President	_____ Treasurer

Countersigned

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of _____ composed of partners as follows:

_____ Name & Title (if any)	_____ Name & Title (if any)
_____ Name & Title (if any)	_____ Name & Title (if any)

This BID must bear the written signature of the BIDDER. If the BIDDER is a partnership, a partner must sign the BID. If the BIDDER is a corporation or limited liability company, the BID must be signed by a duly authorized officer of such corporation or Limited Liability Company.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____, County of _____, being first duly sworn,

disposes and says that:

1. He is the owner, officer, representative or agent of: _____ the BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID;
3. He is fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID;
4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID prices or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Avon or any other person interested in the proposed CONTRACT.
5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and
6. That no elected or appointed official or other officer or employee of the Town of Avon, whose salary or compensation is payable in whole or in part by the Town of Avon is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____
(Name of Bidder)

Subscribed and sworn to before me this _____ day of _____, 2009

Title

My Commission expires _____, 20__

**STATEMENT OF BIDDERS COMPLIANCE WITH EQUAL
EMPLOYMENT OPPORTUNITY LAW AND REGULATIONS
INCLUDING EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this project with all applicable laws and regulations regarding equal employment opportunities for minorities and women, and;

Has ___ has not ___ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

Signature

Title

Subscribed and sworn to before me this

_____ day of _____, 2009

Title

My Commission expires _____, 20__

IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID

END OF SECTION

HEAVY EQUIPMENT RENTAL RATES
GENERAL SPECIFICATIONS

The Town of Avon intends to rent various pieces of construction equipment with operators for the purpose of installing drainage on various town streets. The pieces of equipment that are required are listed on the Schedule of Prices sheet.

The contractor is responsible for furnishing equipment meeting these standards, delivered to the job site ready to work when called to do so. The equipment will be in good working order, and the operator experienced in the use of such equipment. The Town will not provide fuel. All “move charges” to bring the equipment to the site(s) or remove it must be calculated into the base bid rate/hour.

HEAVY EQUIPMENT RENTAL RATES AGREEMENT

This Heavy Equipment Rental Rate Agreement (the "Agreement") is entered into the ____ day of September ("Effective Date") by and between the Town of Avon, a political subdivision of the State of Connecticut (the "Town") and _____ corporation located at _____, _____, _____ (the "Contractor").

WHEREAS, the Town has issued an Invitation for Bid (the "IFB") for Rental of Event Equipment on September 2, 2009 (the "Work"); and

WHEREAS, Contractor submitted its Bid to the Town on September 16, 2009, for the Work in accordance with the requirements and specifications of the IFB; and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in Section 10 below. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Contract Documents.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Town, county, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations governing the Work whether or not such laws and regulations are fully and properly reflected in the IFB.
5. Term. The term of this Agreement shall commence on the Effective Date of this Agreement and be in effect until December 1, 2010. Work to be performed at the prices stated in the Bid Form. The Contractor shall not start the Work prior to having received a notification to proceed from the Town. Completion of work is subject to any time adjustments as provided for in the Contract Documents.

6. Payment. The Town will pay the Contractor the sum of _____ Dollars (\$_____) upon the completion by the Contractor of all Work required to be performed under the terms of the Contract Documents and acceptance of the Work by the Town.
7. Insurance. The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in Section 9 of the Standard Instructions to Bidders, by a company or companies authorized to do business in Connecticut. The Company shall provide Certificates of Insurance specifying such coverage and naming the Town as additional insured prior to the start of the work.
8. Liability. The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortious actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for, and indemnify the Town against, the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents.
9. Contract Documents. The Contract Documents include, without limitation, the following:
- (i) The Agreement;
 - (ii) The IFB, including the General Specifications;
 - (iii) The Vendor's Bid Submission;
 - (iv) Any addenda issued prior to the execution of this Agreement or modifications issued after the execution of this Agreement.
10. Hold Harmless. The Contractor agrees to indemnify and save harmless the Town of Avon, its agents and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the performance of the work by the Contractor by reason or liability imposed upon the Town of Avon, its agents and employees, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, (including employees of the Contractor), or on account of damage to property, including loss of use thereof, if such injuries or damages are caused by the negligence or breach of Contract Documents of the Contractor, its agents and employees or otherwise. The existence of insurance shall in no way limit the scope of this indemnification. The indemnification provision shall be separate and distinct from issuance of a Certificate of Insurance.
11. No Assignment. The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Town.
12. Termination. If the Contractor fails to perform this Agreement in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Agreement in default and, therefore, terminated and to resubmit the Agreement for further bid. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new Agreement Price over the Agreement Price herein provided for, both pro-rated to the period of time covered by the unexpired term of the Agreement at the time of default, plus any legal or other costs incurred by the Town in terminating the Agreement and securing a new contractor.

13. Contractor Personnel Must Be Authorized to Work. The Contractor confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Agreement are authorized for employment in the United States. The Contractor further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The Contractor agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the Contractor are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Contractor. The Contractor agrees to indemnify, defend and hold the Town harmless against any claims brought against the Contractor or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

14. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.

15. Connecticut Law and Courts. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of the Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

16. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

THE TOWN OF AVON

By _____

[Name of contractor]

By _____