

Solicitation 687

Sand for Snow and Ice Control

Bid Designation: Public



Capitol Region Council of Governments

BIDSYNC VENDOR BILLING AGREEMENT

BidSync will contact the Accounts Payable personnel for your company for any billing related questions. Please complete the Account Payable information below:

COMPANY NAME:

ACCOUNTS PAYABLE (AP) CONTACT

First name:

Last name:

DIRECT EMAIL ADDRESS:

DIRECT PHONE NUMBER:

ALTERNATE PHONE NUMBER:

FAX NUMBER:

BILLING OPTIONS

By selecting one of the following billing options and placing an offer, you are agreeing to pay BidSync 2% of the award amount, if you are the winning bidder. If you are the winning bidder, the agency will confirm the award amount once the bid has ended and the agency has made an award decision. The invoice you will receive from BidSync will reflect your billing selection and payment due dates for the amount awarded to your company by the agency.

- PAY ON INVOICE**
BidSync's Pay On Invoice options allows Vendors greater flexibility working with lengthy Government contracts by accepting payment of the fee divided into three equal payments. The payments will be due within 30 days, 60 days, and 90 days from the date of the initial award. If at any time the payment is late, penalties and interest will apply.
- PAY ON AWARD**
BidSync's Pay On Award option offers a 2.0% discount to the total fee when full payment is made within thirty (30) days of the award. If full payment is not received within thirty (30) days of award, the pay option will default to the Pay On Invoice Option.
- CUSTOM PAYMENT SCHEDULE**
BidSync's Custom Pay Schedule allows Vendors to tailor payment to be more appropriate to your contract. The Vendor may contact BidSync's Accounts Receivable at 800-990-9339, ext 478 to set a custom payment schedule, within fifteen (15) days of bid award. If arrangements have not been made within fifteen (15) days of bid award, the pay option will default to the Pay On Invoice Option.

If you have any questions about this Billing Agreement, you may directly contact BidSync's Accounts Receivable:

Toll free: 800-990-9339 ext. 245

Email: billing@bidsync.com

AGREEMENT CONFIRMATION

I, , as an authorized agent for

| (company name) have read and understood the above stated billing agreement. By indicating a billing selection above, I acknowledge and agree to make said payments directly to BidSync if my company is the **winning** bidder for this bid.

[Signature line] [Title line]

Signature of authorized agent

Title

[Printed Name line] [Date line]

Printed Name

Date

DISCLAIMER: If the Vendor does not pay BidSync within 60 days of invoice, the Vendor's access to the system will be discontinued and any outstanding amount may be sold to a collections agency. Any and all fees associated with collections will be borne by the Vendor. A late fee will accrue at the rate of two percent (2%) per month for any fees not paid when due. Notwithstanding the foregoing to the contrary, the fees charged pursuant to this section shall not contravene laws of the State where Vendor is based. We may, in our sole discretion, change our fee policies, the fees we charge, and some or all of our system or services at any time. All fees must be paid in U.S. Dollars. Vendor is responsible for paying any and all applicable taxes.

Bid 687 Sand for Snow and Ice Control

Bid Number 687
 Bid Title Sand for Snow and Ice Control
 Bid Start Date Jun 5, 2019 10:09:57 AM EDT
 Bid End Date Jun 27, 2019 10:30:00 AM EDT
 Question & Answer End Date Jun 24, 2019 3:00:00 PM EDT

Bid Contact Maureen Goulet
 Purchasing Assistant
 Community Development
 860-522-2217 ext 4283
 mgoulet@crcog.org

Contract Duration 365 days
 Contract Renewal 1 annual renewal
 Prices Good for Not Applicable

Bid Comments **The intent of this bidding effort is to secure qualified suppliers of sand for snow and ice control.**

Note: The awarded vendor(s) must have product available to fulfill all orders for deliveries between July 1, 2019 and June 30, 2020.

Item Response Form

Item 687-01-01 - Sand for Snow and Ice Control
 Quantity 1 cubic yard
 Unit Price
 Delivery Location **Capitol Region Council of Governments**
Capitol Region Council of Governments
 241 Main Street, 4th Floor
 Hartford CT 06106
 Qty 1

Description
 Sand for snow and ice control

Item 687-01-02 - Sand for Snow and Ice Control
 Quantity 1 ton
 Unit Price
 Delivery Location **Capitol Region Council of Governments**
No Location Specified

Qty 1

Description

Sand

Insurance Exhibit (West Hartford)

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

The Contractor shall procure and maintain the required insurance coverage against claims that may arise from, or in connection with the services and goods provided by the Contractor for the duration of the contract term, including any and all extensions. The Contractor shall provide the Town with a certificate of insurance confirming compliance with this exhibit prior to commencement of the contract. Such insurance shall be written for not less than specified, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever is greater. The Contractor shall assume any and all premiums and deductibles in the described insurance policies. Both the Contractor and Contractor's insurer(s) agree to have no right of recovery or subrogation against the Town and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice, ten (10) days notice for non-payment, has been given to the Town.

All liability policies (with the exception of Worker's Compensation) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions as an Additional Insured and shall include, but not be limited to investigation, defense, settlement, judgment or payment of any legal liability. Failure to maintain the required insurance coverage and Additional Insured Endorsements shall be grounds for termination of the contract. It is agreed that the scope and limits of the insurance specified are minimum requirements and shall in no way limit or exclude the Town from additional limits or coverage provided under each policy. The policies shall be on the occurrence form and must be written by companies licensed to do business in the State of Connecticut. The Town's Risk Manager shall review any and all exceptions.

Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations. Contractor shall continue to provide products/completed operations coverage for two (2) years after completion of the work.

Automobile Liability and Physical Damage Coverage: \$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

Umbrella Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate following form.

Workers' Compensation: Statutory limits including Employer's Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee as required by the State of Connecticut. If the Contractor decides not to procure workers' compensation in accordance with Connecticut law, the Contractor agrees to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor is wholly responsible for taking the actions necessary to withdraw from the provisions of the Act. In lieu of procuring workers' compensation insurance and providing the Town with proof thereof, the Contractor agrees to hold the Town of West Hartford, the West Hartford Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by him during the course of the performance of this contract, however caused.

Personal Property for "all risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on Town property while in use or in storage for the duration of the contract. Deductible not to exceed \$1,000.

Duly Authorized

Date

(Print Name Here)

GENERAL VENDOR INFORMATION

VENDORS ARE ASKED TO FILL OUT THIS FORM SO THAT THEIR BID RESPONSES ARE CONSIDERED COMPLETE.

The undersigned: is aware that any CRPC member may reject any and all bids, or any part of any and all bids; is aware that quantities furnished herein are estimates only; has not included any state or federal taxes for which the CRPC members are not liable; and is making this bid without collusion with any person, individual or corporation.

COMPANY

REPRESENTATIVE

POSITION

ADDRESS

(ZIP)

TELEPHONE #

FAX #

TAX ID #

E-MAIL ADDRESS

SIGNATURE

PAYMENT TERMS: % Days

DATE:

**CAPITOL REGION PURCHASING COUNCIL
INVITATION FOR BID
SAND FOR SNOW AND ICE CONTROL**

BID SPECIFICATION

SCOPE

The intent of this bidding effort is to secure qualified suppliers of sand for snow and ice control.

Note: The awarded vendor(s) must have product available to fulfill all orders for deliveries between July 1, 2019 and June 30, 2020.

ESTIMATED QUANTITIES

The quantities specified herein are annual estimates only and have been provided for the purpose of competitive bidding. Actual quantities will be contingent upon the total number of CRPC members which decide to make an award off of this bid (as participation is voluntary) and the needs of the using departments in the various members (based on weather) and satisfaction with product performance when piloted by participating CRPC members.

Participating CRPC members as listed herein will issue purchase orders in the amount of 100% of their initial estimated annual quantities. Each CRPC member will guarantee a minimum 50% purchase of their initial estimated annual quantity during the term of the CRPC member.

BIDDER PERFORMANCE/LIABILITY FOR DELIVERY FAILURES

Failure of any successful bidder to adhere to specifications, prices, terms or conditions of their agreement during the course of the contract period may preclude such bidder from bidding on future CRPC bids in addition to any action that CRPC members may take as a result of the vendor's failure to perform. It should be noted that the awarded vendor shall assume full responsibility for the negligence of any sub-contractor(s) utilized to fulfill any and all obligations under resulting contracts.

Moreover, if the contractor fails to make proper delivery within the time specified or if the delivery is rejected by the CRPC member, the CRPC member may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the contract price, the difference will be charged against the contractor. Should the new price be less, the contractor shall have no claim to the difference.

SPECIFICATIONS:

Sand: Sand for Snow and Ice Control shall conform to the "Specification for Cover Sand for Snow and Ice Control, Issued March 12, 1976, Revised June 20, 2005" by the Connecticut Department of Transportation, Bureau of Engineering and Highway Operations.

Sand for Snow and Ice Control:

Sand shall consist of clean, hard durable and uncoated particles of quartz or other rock and shall be free from lumps of clay, soft or flaky material, loam or other detrimental material.

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The sand shall contain not more than four percent (4%) of material finer than the #200 sieve, using AASHTO Method T 11.

The sand shall conform to the following gradation requirements:

Square Mesh Sieve (inches)	% Passing By Mass
3/8	100
#4	70-100
#50	10-40
#100	0-10
Material finer than #200	0-4

Washed Sand: If washed sand is supplied, it shall be stockpiled at least twenty-four (24) hours before use.

In no case shall sand be accepted that contains frozen lumps or other detrimental material.

TESTING

Prior to the award of the contract, CRPC members may sample the three lowest bidder's materials at the source and have the following tests performed by a certified independent testing laboratory of the CRPC members choice.

1. **Sieve Analysis:** Mechanical analysis as described above.
2. **Soundness Test:** When tested with magnesium sulfate solution for soundness using AASHTO Method T 104 coarse aggregate shall not have a loss of more than fifteen percent [15%] at the end of five cycles.
3. **Resistance to Abrasion:** Manufactured or crushed earth materials shall show a loss on abrasion of not more than fifty percent [50%] using AASHTO Method T 96.

The CRPC member may, if it deems necessary, have the above tests performed at any time during the life of the contract on the material supplied to the CRPC member for winter sand and all other products.

Should any of the tests fail and a second test proves the first test to be accurate in its results, then the supplier shall remove the delivered material within forty-eight [48] hours or the CRPC member shall do so, and bill the supplier for the work involved to remove the unacceptable material, and the costs associated with all failing tests.

If the CRPC member utilizes the material and then finds out it did not meet the specifications, the CRPC member shall no be held liable to pay for any of the material used.

MATERIAL SAFETY DATA SHEETS:

Awarded vendors will be required to provide CPRC staff and participating members appropriate Material Safety Data Sheets within 20 days after award or upon first delivery, whichever occurs first.

SAND SUPPLY GUARANTEE:

Bidders must provide written certification from their sand producer/supplier guaranteeing that the bidder has access to a sufficient amount of sand product to supply the needs of the participants for the

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entire term of the contract. Bidders are expected to provide up to 150% of a CRPC member's initial estimated annual quantity. This information must be provided as part of the bid submission.

ENVIRONMENTAL CONSIDERATIONS:

Bidder must provide documentation as part of their bid response demonstrating that their product is ecologically safe and is in compliance with applicable CT Department of Energy and Environmental Protection and US Environmental Protection Agency regulations.

DELIVERY:

Scheduling of deliveries is of the utmost importance. The vendor must strictly adhere to delivery schedules set between it and CRPC members.

Trucks delivering the product shall have the entire cargo area completely covered by a waterproof tarpaulin or similar sheeting material to protect the material, prevent spillage and meet all environmental regulations. Torn or ripped covers may be a cause for rejection of the shipment.

Delivery will normally take place within a maximum of forty-eight hours after confirmation of order by an authorized CRPC member representative, Monday through Friday between the hours of 7:30 a.m. and 3:30 p.m.

If delivery is not made in the timeframe specified, a deduction from the price shall be made based on the actual costs incurred as a result of the late/non-delivery. Cost incurred shall include, but are not limited to the following:

- Increased personnel costs due to demurrage.

All deliveries shall comply in every aspect with all applicable Federal and State laws.

SPILLAGE

Any spillage at the time of delivery will be the responsibility of the vendor and any costs to repair resultant damages or any penalties assessed against a CRPC member because of pollution resulting from such spillage shall be borne by the vendor.

PRICING:

Bidders shall submit net unit prices, DELIVERED per cubic yard, as specified on the bid proposal sheets. Said unit prices shall include freight or transportation rates in effect on the date of bid submission.

All prices submitted shall apply throughout the term of the contract, and shall be deemed all-inclusive (i.e. including fuel costs, etc.). The Capitol Region Purchasing Council strictly prohibits the unilateral imposition of additional surcharges on the participating CRPC members at any point during the contract period.

EXPERIENCE:

Each respondent is required to submit satisfactory evidence as part of their bid proposal demonstrating their experience supplying sand to local or state governments. Accordingly, a list of at least four (4) municipalities/state agencies where the product bid has been delivered during the past two (2) years shall be furnished, including contact persons and phone numbers. (See the attached Information Sheet.)
Note: Connecticut-based references are preferred.

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INFORMATION SHEET

Name of Bidder: _____

I. SUPPLY DETAILS:

- 1. Sand Source: _____
- 2. Sand Type: _____
- 3. Sand Producer: _____
- 4. Specific location for sand supply/inventory for resulting CRPC contracts:

—

Inventory at Supply/Inventory Site (cubic yards): _____

II. EXPERIENCE:

- 1. How many years has your firm been providing sand for snow and ice control? _____
- 2. During the past 2 years, we delivered sand to the following municipalities/state agencies. Note: CT references are preferred.

Town/Agency	Contact Person	Address	Telephone #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

III. DELIVERY:

- 1. Name of delivery companies used to deliver the product (other than bidder-owned trucks). Please specify number of trucks to be secured from each.

Company Name	Location	# of Trucks
_____	_____	_____
_____	_____	_____
_____	_____	_____

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2. Indicate the earliest date when deliveries can commence: _____

IV. ORDERING:

1. Indicate the contact person(s) who will be responsible for receiving and processing **routine orders (Monday to Friday, 7:30 a.m. to 3:30 p.m.)**. Include names, phone and fax numbers, addresses and company affiliations.

2. Indicate the contact person(s) who will be responsible for receiving and processing **emergency orders (Monday to Friday, after 3:30 p.m. and on weekends/holidays)**. Include names, phone and fax numbers, addresses and company affiliations.

3. Indicate the latest date when orders can be placed: _____

4. Payment Terms:

_____ % in _____ days

Question and Answers for Bid #687 - Sand for Snow and Ice Control

Overall Bid Questions

There are no questions associated with this bid.