



## CAPITOL REGION PURCHASING COUNCIL

### INVITATION FOR BID #725 TRAFFIC GUIDELINES AND PAINTED PAVEMENT MARKINGS

<u>Issue Date:</u>	<a href="https://crocog.bonfirehub.com">As listed on <a href="https://crocog.bonfirehub.com">crocog.bonfirehub.com</a></a>
<u>Deadline for Questions:</u>	<a href="https://crocog.bonfirehub.com">As listed on <a href="https://crocog.bonfirehub.com">crocog.bonfirehub.com</a></a>
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**CAPITOL REGION PURCHASING COUNCIL  
INVITATION FOR BID  
TRAFFIC GUIDELINES**

**BID SPECIFICATION**

**I. MODIFICATIONS TO STANDARD TERMS AND CONDITIONS**

**INTENT**

The Capitol Region Purchasing Council, on behalf of certain CRPC members, requests bids for TRAFFIC GUIDELINES for the contract period of January 1, 2022 through December 31, 2022. Each respective CRPC member will make its own awards and payments according to the terms and conditions set forth in these specifications. A written order from each CRPC member will be required before any work is started, and shall contain information concerning the quantity and type of traffic guidelines required, the desired materials to be used, the preferred work schedule, and any other relevant data.

In general, the specifications in the federal government's Manual on Uniform Traffic Control Devices (MUTCD) 2003 edition, as amended and the State of Connecticut Department of Transportation's Standard Specifications for Roads, Bridges and Incidental Construction (Form 816), as amended will apply. A copy of Form 816 may be downloaded off of the CONNDOT website at <http://www.ct.gov/dot/cwp/view.asp?a=1385&Q=506628&PM=1> . In general, specifications for pavement marking tape found in ASTM D4505 will apply.

**BID AWARD**

A bid award shall be made by each respective CRPC member to the lowest responsible bidder(s). The lowest responsible bidder is that person or firm whose bid to perform the work is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the CRPC member and whose bid documents comply with the procedural requirements stated herein. The award process may also include additional considerations such as the information provided on the bid forms and the bidder's perceived ability to fulfill his/her obligations as prescribed by these specifications.

Each bidder must be prepared to show evidence of having satisfactorily carried out a similar contract, as inability to do so may be cause for rejection. Note that service and scheduling shall be major factors in awarding the contract, and shall consist of the contractor's availability to return to do small jobs during the contract period, as well as to perform work during off-hours (e.g., nights, weekends). Note that the CRPC members reserve the right to make their awards

on a section-by-section basis in order to take advantage of the most favorable bid price for each item.

### **ESTIMATED QUANTITIES**

The quantities specified herein are 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 this bid (as participation is voluntary), the needs of the using departments of the various CRPC members and changes in State Traffic Commission regulations. Furthermore, budget reductions may make it impossible for a CRPC member to undertake some or all of the proposed work. The determination of the type of lines to be used will be made by the individual CRPC member under the guidance of the State Traffic Commission.

### **INSURANCE**

All respondents are required to submit, **with their bids**, a copy of the cover sheet from their insurance policy(ies) (or an equivalent piece of documentation) which demonstrates the firm's current coverages and limits for General Liability, Automobile Liability and Worker's Compensation Insurance.

### **BID SURETY**

A bid bond is not required for this bid. A performance bond in the amount of one hundred percent (100%) of each Purchase Order may be required of the successful bidder.

## **II. TECHNICAL SPECIFICATION, ADDITIONAL REQUIREMENTS**

### **1. GENERAL DESCRIPTION OF WORK TO BE ACCOMPLISHED**

The awarded contractor(s) shall be responsible for providing high quality PAVEMENT MARKINGS services in accordance with the attached specifications. All work performed shall be done in conformance with applicable sections of the Manual of Uniform Traffic Controls (MUTCD) 2003 edition as amended and the State of Connecticut Department of Transportation's Standard Specifications for Roads, Bridges and Incidental Construction Form 816, as amended. Pavement Marking Tape shall conform with the ASTM D4505 standard.

For painted markings, the drop-on method of application shall be used, consisting of a combination of pigmented binder and glass spheres, which will provide a reflective surface marking on highway pavements. All paint used must be compliant with applicable federal, state or local environmental regulations.

Pavement marking tape shall comply with the specifications in ASTM D4505 of latest issue.

### **2. SCOPE OF SERVICES**

**All-inclusive bids (materials and installation of traffic guidelines) shall be submitted covering labor, equipment and materials for the items listed in the bid response.** Such work shall include related clean-up, control of location points, protection of the line, and traffic control, as described below.

a. Clean Up:

Upon suspension or completion of the work, the Contractor shall remove all materials, equipment and rubbish and shall leave the premises in a neat and orderly condition.

b. Control of Location Points:

All layout work shall be the responsibility of the Contractor and the Contractor shall also be responsible for establishing location points of solid or center lines in accordance with State Traffic Commission Regulations. Any special situations shall be referred to the Supervisor for instructions. Guidelines shall meet all pedestrian crosswalk lines and not cross them. At intersections which do not have pedestrian crosswalks marked, the Contractor shall stop his markings at points designated or as ordered by the Supervisor.

c. Protection of the Line:

The Contractor shall furnish all guards or forms of protection of approved design to protect the markings from all traffic until it is hard dry to no pickup and suitable for use. The Contractor shall use every precaution to protect newly painted lines from tracking, and to prevent spilling of paint on the pavement. To supplement the line guards, should the Supervisor deem it necessary, the services of a uniformed town police officer or officers will be requested from the Police Department.

d. Traffic Control Work:

As markings are to be applied on heavily traveled streets, the proper handling of traffic is a major consideration. Traffic shall not be impeded and work shall be carried out in such locations and at such times and sections as the Supervisor may direct. All work must be done with a minimum of inconvenience to the general public. In areas of high traffic volume, the work may have to be done during off-peak hours, including evening/weekend hours.

3. **DEFINITIONS: CONTRACTORS TO SUBMIT PLANS, ETC.**

Traffic Supervisor, or Supervisor, as used herein, shall mean the Traffic Authority of any CRPC member or the authorized agent.

CRPC member as used herein shall mean all of the CRPC members party hereto or any single CRPC member included, depending upon the proper meaning of the article or clause.

When requested to do so by the Traffic Supervisor, the Contractor shall furnish the CRPC member with a plan or a written statement of methods, which the Contractor proposes to use, and said plans or methods shall be approved by the Supervisor before any work proceeds.

4. **EMPLOYEES**

The Contractor shall employ only competent, faithful and skilled persons to do the work. Whenever the Supervisor shall notify the Contractor that any person on the job is, in his opinion, incompetent or unfaithful, such person shall be discharged promptly from the work and shall not be employed again on the job.

5. **EXPERIENCE**

Each respondent must submit satisfactory evidence as part of their bid proposal demonstrating experience painting traffic lines on public roads and knowledge of regulations established by the State Traffic Commission, including the most recent regulations. The Contractor shall further guarantee that any employee operating traffic line marking machinery is experienced in operating a machine of this type and competent in its use.

A list of at least three (3) municipalities/public agencies where this type of work has been performed during the past two (2) years shall be furnished, including contact persons and phone numbers. (See the bid specific Information Sheet.)

6. **TIME OF STARTING AND COMPLETION**

The Contractor may be requested to start work within seven (7) days of receipt of order, depending on the agreement with the Supervisor of any single CRPC member awarding such contract. All work under any contract awarded as a result of this bid shall be completed within thirty (30) days of receipt of the order unless a specific agreement with a particular Supervisor provides for a later completion date. If physical conditions prevent adherence to this time schedule, the Supervisor of the particular CRPC member shall make arrangements necessary for performance of the work. It is understood that a CRPC member may take appropriate action if an unreasonable delay is encountered beyond the thirty (30) day period mentioned above.

It is also understood that should delays occur, the Contractor will prioritize rescheduling efforts to expedite completion and minimize CRPC member exposure from unmarked roadways.

**Note: Equipment breakdown shall not be considered a valid cause for a time extension request. The contractor shall be expected to have backup equipment available.**

7. **LIQUIDATED DAMAGES**

The Contractor agrees that the municipality may retain the sum of One Hundred Dollars (\$100) from the amount of the compensation to be paid to the Contractor for each day in excess of the number of working days stipulated in the Specifications that work remains incomplete. This amount is agreed upon as the proper measure of liquidated damages which the municipality will sustain per day by failure of the Contractor to complete the work within the number of working days stipulated. This is not to be

construed in any sense as a penalty. **A CRPC member may, at its discretion, require a performance bond of 100% of the value of the contract to ensure the prompt and satisfactory completion of the work.**

8. **DEFINITION OF WORKING DAYS**

Working days are hereby defined as follows: A calendar day of eight (8) working hours; holidays and periods of inclement weather during which no work is done are excluded. **Note that many of the participating CRPC members will require some or all of their work to be done during off hours (e.g., nights, weekends). Accordingly, respondents are asked to verify their availability to do work at such time for any requesting community on the bid's Information Sheet.**

9. **PAVEMENTS TO BE MARKED**

Markings shall be applied mainly on sheet asphalt and bituminous concrete pavements.

10. **MATERIALS**

All materials shall be in accordance with the State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction Form 816, as amended unless otherwise noted:

Paint:

All Paint shall:

a. Meet applicable requirements for:

Waterborne Paint - Section M.07.20

Hot-Applied Waterborne Paint – Section M.07.21

Oil-Based paint - DOT Form 814a, Section M.07.20, 15 Minute Dry Pavement Marking Paint, (attached).

b. Be compliant with all federal, state and local environmental regulations.

c. Be highly resistant to traffic wear and the effects of weathering.

It should be noted that Waterborne, Hot Applied Waterborne and Oil-Based Paint options are available as part of this bidding effort to meet the needs and preferences of all participating CRPC members. **Respondents are asked to include, as part of their response, a manufacturer spec sheet for the paint that will be used to perform the work.**

Glass Beads:

Standard reflectorizing glass beads, in accordance with Section M.07.30, are required for application of traffic paint to produce a reflective surface. The glass beads shall be manufactured of glass of a composition designed to be highly resistant to traffic wear and the effects of weathering.

Thermoplastic Material:

Some CRPC members may require the use of thermoplastic material in lieu of paint for certain detail work in specific locations. Material used for this purpose and the method of application shall have been proven to be satisfactory. **Respondents are asked to include, as part of their response, a manufacturer spec sheet for the material that will be used to perform the work.**

Epoxy Resin Pavement Markings:

CRPC members may require epoxy resin pavement markings. To this end, vendors shall furnish and install epoxy resin pavement markings in accordance with Section 12.10 - Epoxy Resin Pavement Markings, Symbols, and Legends and Section M.07.22 - Epoxy Resin Pavement Markings. **Respondents are asked to include, as part of their response, a manufacturer spec sheet for the material that will be used to perform the work.**

Pavement Marking Tape

CRPC members may require permanent pavement marking tape. To this end, vendors shall furnish, install, and remove pavement markings in accordance with ASTM D4505 of latest issue. **Respondents are asked to include, as part of their response, a manufacturer spec sheet for the material that will be used to perform the work.**

11. **METHOD OF CONSTRUCTION FOR PAINT**

Equipment:

On the information sheet, each respondent shall note all equipment that he/she owns and will use in performing this contract. The respondent shall also indicate any other machines available to him/her through lease, etc. Hot application may be required for painting lines, either white, yellow or both.

Procedure

The surface upon which marking materials are to be applied shall be completely dry and free from moisture and dirt. Sufficient time must elapse after any rain or heavy dew to allow the surface to become thoroughly dry prior to placing any reflective material. Marking material shall be applied only under favorable and suitable conditions, and no marking material shall be placed unless the air or pavement temperature is 45° or above. The Contractor will be held liable for any marking material applied which does not stand up to normal traffic uses for a period of ninety (90) days.

The pigmented binder shall be applied by a self-propelled, motorized, paint spray machine capable of supplying traffic marking paints. It shall be capable of painting double lines at one time and simultaneously depositing reflecting glass beads on both lines in equal volume.

The painting shall be accomplished in a workmanlike manner, with lines well defined. The binder shall be applied to a wet film thickness of .015 inches (unless otherwise specified by a municipality) and at a rate of not less than one hundred (100) square feet and not more than one hundred ten (110) square feet of surface per gallon of binder.

The glass spheres shall be applied immediately to the pigmented binder following application at a rate of six (6) pounds per gallon of binder.

The glass spheres shall be evenly distributed over the entire width of the line. It is intended that the pigmented binder will bind the glass spheres in such a manner that it will produce maximum adhesion, refraction and reflection.

Maintenance

The Contractor shall keep and maintain their work in good repair for a period of ninety (90) days from the date of completion of the work on the respective streets. It is agreed and understood that the Contractor will at any time during this period, upon notification in writing from the Supervisor, and without expense to the CRPC member, immediately execute all repairs which may be necessary, as determined by said Supervisor by reason of defective workmanship or pavement/roadway use.

12. **PAVEMENT PATCHES**

The Contractor will not be held liable for markings applied over utility cuts in the pavement or for any cuts in the pavement after line has been marked.

13. **PAVEMENT MARKINGS**

**A. Pavement Lines**

Paint shall be applied by truck and include centerlines, lane lines and shoulder lines. Pavement Marking Tape shall be precoated, on its bottom side, with a pressure-sensitive adhesive for adherence to HMA or PCC surfaces. Pavement Marking Tape shall be of the specified dimension and shape with clean-cut, well-defined edges, of good appearance, and free of cracks or other defects.

Unless otherwise noted, the price shall be per **linear foot** (lf) of paint/tape applied to the pavement.

Centerlines:

Shall be four (4) inches wide (single or double), white or yellow lines, and may include centerline tails on stop bars. For painted lines, the drop-on method of application shall be used, consisting of a combination of pigmented binder and glass spheres which, when properly applied, will provide a retrodirective reflecting marking for horizontal highway surfaces. Single and double line bids shall be per linear foot.



Skip Lines:

Shall be four (4) inches wide; white lines, consisting of a fifteen (15) foot segment and thirty (30) foot skip, except as directed by the Supervisor. On a street with more than one guideline, the sections shall line up approximately across the street. Enfield, Manchester, Rocky Hill, West Hartford and Windsor included requirements for a ten (10) foot segment and a thirty (30) foot skip. Note: this item shall be measured and priced per linear foot; only sections of pavement where markings are actually applied (not bare pavement) shall be included in the payment calculation.

Pavement Lane/Edge Lines:

Shall be four (4) inches; white or yellow lines, as directed by each municipality. This category is intended to cover the varied needs of the participating towns. Work covered hereunder may therefore include edge lines, shoulder lines, median lines, etc.

**B. Painted Legends, Arrows and Markings**

Paint shall be applied by a hand-stripping machine. Pavement Marking Tape shall be precoated, on its bottom side, with a pressure-sensitive adhesive for adherence to HMA or PCC surfaces. Pavement Marking Tape shall be of the specified dimension and shape with clean-cut, well-defined edges, of good appearance, and free of cracks or other defects.

Markings shall include stop bars, arrows, parking stalls, crosswalks, curbs and other miscellaneous details. Unless otherwise noted, price shall be per **square foot** applied to the pavement.

Note: Attached are the Connecticut DOT "Special Details and Typical Pavement Markings for Two-Way Highways" sheet and a CRCOG-generated "Supplemental Pavement Marking Special Details" sheet that was created for illustrative purposes only. As the latter document states, the awarded Contractor(s) shall consult with authorized municipal representatives to verify/finalize municipality specific dimensions and stenciling requirements.

Stop Bar Lines:

Shall be a minimum twelve (12) inches wide; solid white lines, normally four (4) feet in advance of and parallel to the nearest crosswalk line.

Arrows:

On public streets, arrows shall be white and to dimensions shown in the attached detail. Off streets, arrows shall be white unless otherwise directed.

Parking Stall Lines and Parallel Parking T-Bars:

Lines shall be four (4) inches wide, solid white lines or the color directed by the municipality.

Crosswalks:

Crosswalks utilizing parallel lines shall have a minimum six (6) inches wide white line to a maximum twenty-four (24) inches wide white line spaced not less than six (6) feet apart. Cross-hatching may be required in some cases.

An alternate crosswalk specification for the State of Connecticut Department of Transportation Standard Crosswalk requires 16" wide bars or 24" wide bars at School/Elderly crossings (see attached diagram). These crosswalk specifications are optional and are **not mandated** by state law.

Miscellaneous Detail Work:

This category is intended to cover a broad range of detail work, including, but not limited to railroad crossings, bicycle path diamonds, sharrows, stenciling, speed bumps, crosshatching, and fire lanes.

Railroad Crossings

At grade railroad crossings shall be painted with reflectorized white marking paint/tape. They shall consist of an X, the letters RR and transverse lines (stop bars) as shown on the attached detail.

Stenciling Work

Shall include painting of numbers, words and symbols in the color directed by the municipality.

Curbs:

Shall be painted yellow or the color directed by the municipality. Note that curb work shall be priced by the **linear foot**.

Handicapped Stencils:

To be priced per each.

14. **REMOVAL OF MARKINGS**

The removal of painted or pavement marking tape markings shall be performed in accordance with Section 12.11 of the State of Connecticut Department of Transportation's Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, as amended.

15. **BASIS FOR PAYMENT**

In estimating the length of centerlines, CRPC members have included the length of gaps in broken lines. Billing shall be figured for these total lengths, but it is not intended that payment will be made for the gaps in which no paint/tape is applied. Quotations should, therefore, take into consideration the fact that a certain portion of the broken line lengths will not require paint/tape. The Contractor will measure for payment the actual footage of other markings applied, subject to review by the Supervisor.

In general, paint applied by truck mounted machine will be paid for at the unit price per linear foot (LF) and paint applied by hand machine will be paid for at the unit price per square foot (SF) for the type of paint applied.

16. **VENDOR PERFORMANCE/LIABILITY FOR SERVICE FAILURES**

Failure of any successful bidder to adhere to the 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 municipalities 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 provide the contracted services within the time specified or if the services are rejected by the municipality, the municipality may obtain such services 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.

## **II. STANDARD BID AND RFP TERMS AND CONDITIONS**

### **PURCHASING COUNCIL PURPOSE**

The Capitol Region Purchasing Council ("CRPC") is a purchasing cooperative, acting under the auspices of the Capitol Region Council of Governments ("CRCOG"), which attempts to provide volume-based discounts to its Member Agency base through various cooperative procurement initiatives. To date, some **115** towns, boards of education and agencies across the State (38 of which are located in the Greater Hartford area) are eligible to take advantage of the Council's services.

### **BID FORMS/SUBMISSION OF BIDS**

The CRPC uses Bonfire for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid non-compliant. The CRPC accepts no responsibility for the receipt and/or notification of solicitations through any other company.

No oral, telegraphic or telephonic submittal will be accepted. IFB's, RFP's, RFQ's and RFI's shall be submitted in electronic format via **Bonfire**. All Invitations For Bid (IFB), Requests For Proposals (RFP), Requests For Quotes (RFQ), Requests For Information (RFI) submitted electronically via **Bonfire** shall remain locked until official date and time of opening as stated in

the Special Terms and Conditions of the IFB, RFP, RFQ and/or RFI. A formal, in-person bid opening will not be held.

### **EXCEPTIONS TO SPECIFICATIONS**

Vendors are directed to make sure that they understand the terms and conditions as specified in this Invitation for Bid. Unless exceptions to any of the terms and conditions, including pricing, are specified as part of the bid response, it will be expected that all terms and conditions expressed herein are acceptable and shall govern resulting contracts. **Any variance from specifications, including product substitutes (as well as replacements for discontinued items) and pricing units (pounds, 50 lb bags vs. 100 lb bags, etc.) must be clearly noted in the vendor's bid response.**

### **SUBSTITUTION FOR NAMED BRANDS**

Should brand name items appear in this bid, the bidder must make available specifications on any substitutions, and explain how the substitution compares with the named brand's specifications.

### **BID AWARD**

A bid award, in the form of a purchase order issued to a participating vendor, shall be made by each respective Member Agency to the lowest responsible bidder(s). The lowest responsible bidder is that person or firm whose bid to perform the work is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Member Agency and whose bid documents comply with the procedural requirements stated herein. The award process may also include additional considerations such as the information provided on the bid forms and the bidder's perceived ability to fulfill his/her obligations as prescribed by these specifications. Each bidder must be prepared to show evidence of having satisfactorily carried out a similar contract, as inability to do so may be cause for rejection.

### **CONTRACT EXTENSION**

Contracts may be extended by mutual agreement of the parties – for bids with a one year contract period, a one year extension will be permitted if there is mutual agreement; for bids with a two year contract period, a two year contract extension will be permitted if there is mutual agreement. **All extensions shall be completed before the next bid invitation is issued.** A schedule of bid invitations and openings is posted on the CRPC website.

### **ESTIMATED QUANTITIES**

The quantities as listed herein are estimates only and have been provided for the purpose of competitive bidding. Actual quantities will be contingent upon the total number of Member Agencies that decide to make an award from this bid (as participation is voluntary) and the needs of the using departments in the various Member Agencies.

**INCLUSION OF NON-PARTICIPATING TOWNS AND BOARDS OF EDUCATION**

Any Member Agency, current or future, within the CRPC shall be allowed to participate in this bid during the life of the contract, even if it is not listed amongst the bid participants.

**WITHDRAWAL OF BIDS**

No bid submitted may be withdrawn, in whole or in part, without the written consent of the CRPC.

**REJECTION AND/OR CANCELLATION OF BIDS**

The CRPC 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.

**RIGHT TO WAIVE ANY INFORMALITY**

The cooperating Member Agencies reserve the right to waive any informality in a bid when such a waiver is in their best interest.

**BID PRICES**

All prices bid must be on the basis of F.O.B. delivery point, unloaded inside, unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may be considered informal. **Note: CRPC strictly prohibits the unilateral imposition of additional surcharges (fuel, delivery, etc.) on the participating communities at any point during the contract period. Prices bid shall apply throughout the term of the contract and will be construed as all-inclusive.**

**TAXES**

Member Agencies are exempt from the payment of any sales, excise or federal transportation taxes. The prices bid, whether a net unit price or a trade discount from catalog list prices, must be exclusive of taxes and will be so construed.

**BILLING**

Billing shall be made to each bid participant according to the terms set forth on each purchase order.

**1% ADMINISTRATIVE FEE**

The Capitol Region Council of Governments uses Bonfire to distribute and receive bids and proposals. **Responding vendors agree to pay to the CRCOG an administrative fee of one percent (1%) of the total ordered amount of all contracts for goods and/or services awarded to the vendor.** This fee shall be submitted by the vendor to CRCOG on a quarterly basis along with a report on awards made by Member Agencies and purchase orders issued by CRPC members to vendors. The fee shall be payable for all CRPC bids unless specifically exempted by the CRPC.

**The fee and report shall be submitted as a check to made to the order of “Capitol Region Council of Governments” and mailed to:**

Capitol Region Council of Governments

Attn: Kim Bona

241 Main Street, 4th

Hartford, CT 06106

**REPORTING REQUIREMENTS**

All orders placed on CRPC bids shall be reported to the Capitol Region Council of Governments on a monthly or quarterly basis. Vendors are responsible for submitting purchase orders to the CRCOG via email to [kbona@crcog.org](mailto:kbona@crcog.org).

**FAILURE TO COMPLY**

All awarded vendors must comply with the 1% Administrative Fee and Reporting Requirements outlined in the CRPC General Terms and Conditions. Failure to comply within 60 days of orders and/or awards by CRPC members may result in the vendor being restricted from participating in future bids.

**DELIVERY ARRANGEMENTS AND REQUIREMENTS**

No delivery shall become due or be acceptable without a written order issued by the Member Agency concerned. Such order will contain the quantity, time of delivery and other important data.

### **REFERENCES**

Upon request, vendors shall supply the names of other customers (preferably municipalities) to interested Member Agencies.

### **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 Member Agencies 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 Member Agency, the Member Agency 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.

### **INSURANCE REQUIRED OF SUCCESSFUL BIDDERS**

The Successful bidder shall furnish a certificate of insurance which includes the coverages and limits set forth below; identifies the Member Agency as an additional insured; and provides for at least ten (10) days prior notice to the Member Agency of cancellation or non-renewal.

Coverage is to be provided on a primary, non-contributory basis:

- a. General Liability Insurance, including Contractual Liability Insurance and Products/Completed Operations Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year; and limits of \$500,000 for all property damage aggregate per policy year or a limit of \$1,000,000 Combined Single Limit (CSL). A Waiver of Subrogation shall be provided. All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.

- b. Automobile Liability Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as a result of any occurrence and \$1,000,000 aggregate per policy year; and limits of \$500,000 for all damages because of property damage sustained as the result of any one occurrence or \$1,000,000 Combined Single Limit (CSL). All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.
- c. Worker's Compensation Insurance in accordance with Connecticut State Statutes.

The insurance requirements listed above are minimum requirements for successful bidders. Awarding agencies may require higher insurance limits.

**FOR THE TOWN OF WEST HARTFORD ONLY**

Please see the Attachment concerning the town's insurance requirements.

**FUTURE BID INVITATIONS**

Future bid invitations may not be sent to vendors who do not bid on this invitation, unless they specifically request that their names be continued on the invitation list.

**EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION**

The CRPC, an affiliate of the CRCOG, subscribes to the CRCOG's policy of Equal Employment Opportunity and Affirmative Action, and pledges to lend its support and cooperation to private and public agencies who are promoting public policy in this vital area of human relations. Vendors will be required to sign the certificate incorporated in the bid document relative to Equal Employment Opportunity and Minority/Female Business Enterprise (if applicable).

**SEVERABILITY**

If any terms or provisions of this bid shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this bid shall remain in full force and effect.

**ADDITIONAL TERMS AND CONDITIONS**

The Vendor assigns to CRCOG all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.



Vendor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold CROG harmless and indemnify CROG from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

Resulting contracts are subject to the provisions of Executive Order N. Three of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

The contract arising from the bid may be subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

## **QUESTIONS**

**Inquiries should be directed through the Bonfire messaging application.**

**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 and posted to the Bonfire online system.** To receive consideration, such questions must be received according to the date posted on the Bonfire system.

The CRPC staff will arrange as addenda, which shall be made a part of this Invitation for Bid and any resulting contracts, all questions received as above provided and the decisions regarding each. At least three (3) days prior to the receipt of bid proposals, the CRPC staff will **post a copy of any addenda in Bonfire**. In special cases, the CRPC staff reserves the right to post clarifying information in the form of an addendum outside of the aforementioned timeline. It shall be the responsibility of each respondent to determine whether any addenda have been issued and if so, to download copies directly from the **Bonfire** website.