



## CAPITOL REGION PURCHASING COUNCIL

### INVITATION FOR BID #708 Asphalt Pavement Crack Sealing

Issue Date:	As listed on <a href="http://crcog.bonfirehub.com">crcog.bonfirehub.com</a>
Deadline for Questions:	As listed on <a href="http://crcog.bonfirehub.com">crcog.bonfirehub.com</a>
Response Deadline:	As listed on <a href="http://crcog.bonfirehub.com">crcog.bonfirehub.com</a>
Response Location:	<a href="http://crcog.bonfirehub.com">crcog.bonfirehub.com</a>

## **I. MODIFICATIONS TO GENERAL TERMS AND CONDITIONS**

### **INTENT**

The Capitol Region Purchasing Council, on behalf of certain CRPC members, requests bids for ASPHALT PAVEMENT CRACK SEALING using the hot pour method, for the contract period of October 1, 2020 through September 30, 2021. 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 asphalt pavement crack sealing required, the desired materials to be used, the preferred work schedule, and any other relevant data. **This bid is intended for projects that do not meet the threshold for State of Connecticut prevailing wages as codified in the General Statute section 31-53 and 31-53a. Projects that meet or exceed the threshold shall not be purchased through this bid.**

Vendors who wish to submit a bid for the Cold Applied Mulch Sealing method may submit an alternate bid which contains documentation on Organic Cover Material, Mulch Seal Liquid Material, and equipment.

In general, specifications for asphalt pavement crack sealing found in ASTM D6690 will apply.

### **BID AWARD**

A bid award shall be made by each respective CRPC member to the lowest responsible, responsive bidder(s) for their specific needs. 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. The issuance of a Purchase Order from a CRPC member constitutes an award, and such awards may be made to one or more vendors.

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 and Local Regulatory Agency's 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 asphalt pavement crack sealing to

be used will be made by the individual CRPC member under the guidance of the State and Local Regulatory Agencies.

### **INSURANCE**

All respondents are required to submit, **with their bids**, the endorsement page of your 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, as well as the Certificate of 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, if the awarding town requests one.

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

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

The awarded contractor(s) shall be responsible for providing all labor, equipment, and materials necessary to clean and seal cracks in existing asphalt pavements and milled roads, using the hot pour materials method. All work performed by the contractor will be approved by the CRPC member's appointed Supervisor .

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

**All-inclusive bids shall be submitted, covering labor, equipment and materials for the items listed in the bid response.** Such work shall include, but is not limited to, related cleaning, road preparation, traffic control and clean-up.

#### **a. Equipment**

The equipment required is: Air Compressor, melting kettle, application wand and show, hot air lance, and shall conform to the requirements provided by the awarding entity. 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.

#### **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.

#### **b. Cleaning/Road Preparation**

The awarded Contractor shall clean the existing asphalt road surface of all dirt, sand, oil, grease and loose materials by brooming, blowing, or flushing with pressurized water as approved in advance by the awarding entity. All unsealed cracks, all previously sealed cracks with the

surface of the existing sealant greater than or equal to ¼" below the surface of the surrounding pavement, and all previously sealed cracks exhibiting cracks, holes, voids and separation from the adjacent pavement shall be sealed. Immediately prior to sealing, all cracks shall be thoroughly cleaned of all foreign material. When cracks show evidence of vegetation, the vegetation shall be removed and sterilized by the use of a propane torch unit, eliminating all vegetation, dirt, moisture and seeds. No crack-sealing material shall be applied in wet cracks, or, where frost, snow or ice is present. The pavement temperature shall be above 40 degrees Fahrenheit (4 degrees Celsius) at the time of the installation of the poured sealing material.

c. Traffic Control:

All traffic control methods and devices are to be in compliance with the current edition of the Manual of Uniform Traffic Control Devices. All adjustments to traffic operations are to be coordinated with the Director of Public Works for the awarding entity. The Contractor shall maintain and protect traffic in the project area in accordance with the requirements and regulations of the applicable Federal, State and Local Regulatory Agencies and these specifications. It shall be the sole responsibility of the Contractor to notify the State and Local Regulatory Agencies of the awarding entity at least 72 hours in advance of changes in traffic patterns due to the reduction of pavement widths or other traffic obstructions. The Contractor shall furnish, install, maintain, adjust, and remove all signs, suitable barricades, flashers, and traffic cones, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic. All of this work shall meet with the approval of all the State and Local Regulatory Agencies.

The road may be restricted during the construction period but must be opened at the end of each day. The road must be made passable as soon as possible.

In addition, access to emergency vehicles, police, rubbish removal trucks, school buses and mail delivery vehicles must be maintained.

When requested to do so by the CRPC Member, 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.

**The cost associated with this item shall not be paid separately, but shall be included in the bid items.**

3. **EXPERIENCE**

Each respondent must submit satisfactory evidence as part of their bid proposal demonstrating experience repairing/sealing asphalt pavement cracks on public roads and knowledge of regulations established by the State and Local Regulatory Agencies, including the most recent regulations. The Contractor shall further guarantee that any employee operating asphalt pavement crack sealing equipment 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.)

4. **TIME OF STARTING AND COMPLETION**

The Contractor may be requested to start work within seven (7) calendar 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) calendar 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) calendar 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.**

5. **PAVEMENTS TO BE SEALED**

Sealants shall be applied mainly on sheet asphalt and milled road pavements.

6. **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:

Joint Sealer

The hot poured rubberized sealant material shall meet requirements of ASTM D6690, or the latest edition. CRPC members may require joint material samples to be submitted prior to the start of work.

**Respondents are asked to include, as part of their response, a manufacturer spec sheet for the sealant that will be used to perform the work.**

Crack Sealant

Glenzoil 20 Plus by Emulso Corp. or equivalent crack sealant barrier material.

**Respondents are asked to include, as part of their response, a manufacturer spec sheet for the sealant that will be used to perform the work.**

Post-Sealing Spray

Members may require a post-seal anti-stick spray agent, to prevent sealing materials from sticking to tires.

7. **EQUIPMENT**

Equipment used in the performance of the work required shall be subject to the approval of the awarding entity, and maintained in satisfactory working condition at all times.

Air Compressor:

Air compressors shall be capable of furnishing not less than 185 cubic feet of air per minute and shall be equipped with traps that will maintain the compressed air free of oil and water.

Melting Kettle:

The joint sealant material shall be heated in a melter constructed as a double boiler, with a space between the inner and outer shells filled with oil or other heat transfer medium having a flash point of not less than 600 degrees. The equipment shall include positive temperature controls, automatic and continuous mechanical agitation, recirculation pumps, and thermometers for continuous reading of temperature of both the sealing compounds and the heat transfer medium. The melter shall be equipped with a thermostat to maintain the sealant compound within the range of temperatures specified by the manufacturer. **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.**

Application Wand and Shoe and Hand Pouring Pots

Application shoes that are worn shall be replaced. The application shoe shall produce a band aid type of appearance of at least 1" wide on either side of the crack, as well as filling the crack. The height of the sealant above the crack must not exceed 1/8". Hand pouring pots must be equipped with mobile carriage and rubber shoe, and have a flow control valve which allows all cracks to be filled to refusal, so as to eliminate all voids or entrapped air, and not leave unnecessary surplus crack sealer on pavement surfaces. **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.**

Hot Air Lance

Hot air lance shall be a propane torch unit which operates at 3,000 degrees Fahrenheit and a gas velocity of 3,000 feet per second.

8. **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. GENERAL 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 CROG 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 CROG 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: Jessica Muirhead  
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 CROG via email to [crpcstaff@crocg.org](mailto:crpcstaff@crocg.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 CRCOG harmless and indemnify CRCOG 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**

General inquiries should be directed to Jessica Muirhead, [jmuirhead@crcog.org](mailto:jmuirhead@crcog.org), or through the Bonfire messaging application.

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 and posted to the Bonfire online system.** To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of proposals.

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.