NICHOLAS J. DiCORLETO, JR., FINANCE OFFICER
55 MAIN STREET
ELLINGTON, CT 06029

INSTRUCTION TO BIDDERS

KEY DATES:

Advertisement of Invitation To Bid	January 30, 2014
Mandatory Pre-Bid Meeting	February 13, 2014
Bid Opening	February 20, 2014
Bid Award on or before	February 23, 2014

1. SPECIAL NOTICE TO BIDDERS:

A. The Bid Documents comprise the following:

1. Legal Notice/Invitation to Bid
2. Instruction to Bidders
3. Specifications
4. Bid Form
5. Bid Bond
6. Non-collusion Affidavit
7. Draft Contract

2. BID FORM:

A. All bids shall be submitted on forms provided, or copies and shall be subject to all requirements of the Contract Documents. Erasures or other changes must be explained or noted over the signature of the bidder.

B. Bids submitted by all bidders to The Town of Ellington, Connecticut shall be enclosed in sealed envelopes, which shall clearly be labeled with the word "Bid Documents", **TO PROVIDE CONTRACTOR SERVICES & EQUIPMENT RENTAL**, and the firm name and address of the bidder.

C. All bidders shall submit one (1) original and two (1) copies of completely executed bid forms and documents which shall include: Bid Form for each building, Bidder's Qualification Statement, Specifications with all requested information, any additional information or proposed substitutions.

1. A Qualification Statement should be generated by the bidder to demonstrate its background, training, qualifications and ability to perform the required maintenance services.

D. The Town of Ellington, Connecticut may consider as informal any bid which contains any alteration or a departure from the Bid Form attached.

E. The contract will be based upon and require the completion of the work according to the Contract Documents, together with all addenda thereto.

F. Each bidder must submit a Bid Bond in the amount of $500 with either a corporate surety from a company licensed to write surety bonds in the State of Connecticut or by bidder's certified check made payable to the Town of Ellington. Only one bid bond is required from a bidder regardless of the number equipment or crew included in its bid.

3. TIME FOR RECEIVING BIDS:

A. Bids will be received by the Finance Officer of the Town of Ellington, Connecticut at the Town Hall, 55 Main Street, Ellington, Connecticut until 2:00 p.m., prevailing time, on Thursday, February 20, 2014 at which time the bids will be publicly opened.

B. Bids received prior to the time established herein for the receipt and opening of same will be securely kept unopened. The Finance Officer whose duty it is to receive and open all bids will decide when the specified time has arrived for the opening of same. No responsibility will be attached to an officer for premature opening of a bid not properly addressed and identified.

C. The Town of Ellington, Connecticut will neither accept nor consider any bid which is received after the time established herein for the opening of same; regardless of the cause for delay in the arrival of a bid. The same will be returned unopened.

D. Telegraphic or faxed bids will not be considered.

E. Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise.

4. WITHDRAWAL OF BIDS BEFORE DATE OF BID OPENING:

Any bid may be withdrawn on written or telegraphic or fax request, dispatched in time for delivery in the normal course of business, at least one hour prior to the hour fixed for the opening of bids. Fax number for the Finance Officer is (860) 870-3158.

5. INTERPRETATIONS OF CONTRACT DOCUMENTS:

No oral interpretations will be made to any bidder as to the meaning of the Specifications and Contract Documents. Every request for such an interpretation shall be made in writing by a bidder and forwarded to the Finance Officer, 55 Main Street, Ellington, Connecticut 06029. No inquiry received within five (5) days of the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in

the form of an addendum to the specifications. Said addendum will be sent as promptly as is practicable, to all persons who have attended the mandatory pre-bid meeting. All such addenda shall become a part of the Contract Documents.

6. EXAMINATION OF SPECIFICATIONS, ETC.:

6.1 Each bidder shall thoroughly examine and be familiar with the Specifications and Contract Documents. The failure or omission of any bidder to examine any form, instrument, addendum or other document, shall in no way relieve said bidder from any obligations with respect to his bid. No bidder shall rely upon any oral representation of any person, town official, or employee concerning site conditions or job requirements, nor will such reliance excuse performance in accordance with the contract nor be the basis for any claimed extra costs. Bidders shall raise any such issues by written request under Paragraph 5 hereof. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

6.2 A pre-bid meeting to review the scope of work, equipment and services being requested will be held with the Director of Public Works at 9:30 A.M., prevailing time, on Tuesday, February 13, 2014 in the **Conference Room, Public Works Facility, 21 Main Street** Ellington, Connecticut. Bidders will then have the opportunity to ask questions as they relate to this bid. **All potential bidders are required to attend. No bid will be accepted from an entity not attending the pre-bid meeting.**

6.3 Bidder will be required to provide documents and material as may be required to insure vehicles and equipment are roadworthy in accordance with the State of CT DMV.

7. AWARD OF CONTRACT:

A. The contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions of the Contract Documents, providing that his bid is reasonable and that it is in the best interests of the Town of Ellington, Connecticut to accept it. The award of the contract, if same is to be awarded, will be made within ninety (90) days after opening of bids.

B. The successful bidder will be required to execute a contract in form substantially as attached with the Town of Ellington within one weeks notice following the Notice of Award.

C. The initial contract will be for one year ending 2/28/15.

D. The Town will have an option to extend the contract for two additional one-year periods with an adjustment in rates based on any change in the CPI.

E. The Town may award a bidder the contract for all equipment and services or may split the contract among bidder so that a bidder may only be awarded one or more pieces of equipment and another bidder may be awarded other equipment and services.

8. SALES TAX AND COST OF PERMITS:

Sales tax does not have to be included in bids or material charges. Contractor must obtain the appropriate tax exempt number from the Finance Office.

9. ADDITIONAL REQUIREMENTS OF THE CONTRACT:

Bidders should take note that at the time of signing the contract all of the following additional documents are required by the contract:

9.1 Certificate of Insurance with coverage specified in attachment to these instructions.

9.2 Corporate Resolution or similar, authorizing execution of contract (Sample will be furnished to successful bidder). Note: bidder should be a business entity rather than an individual or sole proprietor to clarify its position as a sub-contractor.

9.3 Opinion of Contractor's counsel opining as to Contractor's legal authority to perform this type of work, legal standing under law, officers or members of contractor and financial standing. (Sample will be furnished to successful bidder).

9.4 In lieu of providing a performance or payment bond, the Contractor will be required to waive any mechanic's lien to which it may be entitled and rely solely upon an arbitration provision of the contract to resolve any disputes and the good faith of the Town and its ability to make any payment required under the contract or as may be awarded.

NON-COLLUSION AFFIDAVIT

To the Town of Ellington:

RE: TO PROVIDE CONTRACTOR SERVICES & EQUIPMENT RENTAL

As to each bid submitted by the undersigned, this is to certify that in submitting this bid, BIDDER represents that this Bid is not made in the interest of or on behalf of any undisclosed person and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or other OWNER; and the BIDDER or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

DATED: _____, 2014.

BIDDER:

By_____

SUBSCRIBED and sworn to
before me this _____ day
of _____, 2014.

_____

Notary Public

Note: Only 1 Affidavit need be submitted for all bids.

BID BOND

1. KNOW ALL MEN BY THESE PRESENTS, that _____

_____
(insert full name and address or legal title of Contractor)

Bidder and Principal, is held and is firmly bound unto the Town of Ellington, 55 Main Street, Ellington, CT 06029 as Obligee, hereinafter called the Town, in the sum of FIVE HUNDRED and 00/100 ($500.00) Dollars, for the payment of which sum well and truly to be made, the said Bidder-Principal, binds himself, his heirs, executors, administrators, successors and assigns, firmly by these presents.

2. WHEREAS, the Principal has submitted a bid for an Ellington Project entitled **"TO PROVIDE CONTRACTOR SERVICES & EQUIPMENT RENTAL"** for one or more designated buildings.

3. NOW, THEREFORE, if the Town shall accept the bid of the Bidder-Principal and the Bidder-Principal shall enter into a Contract with the Town in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bonds, if the Principal shall pay to the Town the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Town may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

4. The Bidder-Principal has delivered a bank or certified check in the sum set forth above payable to the Town of Ellington which shall constitute surety for this Bond. The Town is entitled to hold or negotiate said check at its option pending satisfaction of this obligation.

Signed and sealed this_____ day of _____, 2014.

WITNESS:

_____

_____

BIDDER-PRINCIPAL:

_____
(Name of Bidder)

By_____
(Print Name and Title)

Note: Only 1 Affidavit need be submitted for all bids.

NAME OF SURETY COMPANY _____

By _____

TYPE NAME and AUTHORITY

NOTE: The Bid Bond must have surety. The Town will accept a bank check or certified check payable to the Town of Ellington in the amount of the bond or execution of the Bid Bond by a surety company. If a surety Company executes this Bond as surety, then Paragraph 4 should be eliminated which may be done by line out or copying the bond without that paragraph.

INSURANCE REQUIREMENTS
FOR ALL CONTRACTORS

Workers Compensation Insurance:

1. Per Connecticut Statute

Commercial General Liability Insurance (1993 Form or equivalent)

1. $1,000,000 per occurrence and/or aggregate
2. Include personal injury, bodily injury, property damage, product/completed operations, contractual liability
3. Delete all explosion, collapse and underground exclusions, if applicable
4. Per contract/project aggregate desirable

Motor Vehicle Liability Insurance:

1. $1,000,000 per occurrence for bodily injury and property damage
2. Includes owned, non-owned and/or aggregate

Professional Liability Insurance (if applicable)

1. $1,000,000 per claim and/or aggregate

Umbrella/Excess Liability

1. $1,000,000 per occurrence and/or aggregate

Note! All General Contractors are responsible for assuring that all of its sub-contractors have similar coverage and limits. The Town will rely upon the General Contractor to obtain these assurances as it cannot do so.

General Requirements:

1. Insurer must have an A. M. Best rating of at least A-/VII and be licensed to do business in Connecticut
2. All policies must have a 30 day advance written notice requirement with any such notice to be sent to Nicholas J. DiCorleto, Jr., Ellington Finance Officer, P.O. Box 187, Ellington, CT 06029
3. Certificates of Insurance must be presented at or before signing of any contract
4. The Town of Ellington and such other town agency as may be appropriate shall be named as an additional insured on each policy

TOWN OF ELLINGTON

CONTRACT

TO PROVIDE CONTRACTOR SERVICES & EQUIPMENT RENTAL

(Project Name)

BY AND BETWEEN

THE TOWN OF ELLINGTON

AND

_____

TOWN OF ELLINGTON CONTRACT
TO PROVIDE CONTRACTOR SERVICES & EQUIPMENT RENTAL
FOR THE TOWN OF ELLINGTON

AGREEMENT made as of the day of , 2014, between the Town of Ellington, acting herein by Maurice W. Blanchette First Selectman, 55 Main Street, P.O. Box 187, Ellington, Connecticut 06029, hereinafter referred to as "the Town" and in supplemental documents as "the Owner", and _____ with a principal office located at _____ hereinafter referred to as "the Contractor".

The Project Coordinator is:
TIMOTHY WEBB, DIRECTOR OF PUBLIC WORKS

The Town and the Contractor agree as follows:

ARTICLE 1:
CONTRACT DOCUMENTS

1.1 The Contract Documents consist of all of the documents listed in Paragraph 1.2. All of the documents form the Contract between the parties and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract is the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than modifications subsequent to this Agreement, are listed in Section 1.2.

1.2 The Contract Documents, except for modifications which may be issued after execution of this Agreement, are:

(a) This contract as executed by the parties;

(b) The specifications for the work;

(c) The Town of Ellington Invitation to Bid, Bidding Requirements, and Instructions to Bidders, including any addenda or additions issued prior to the awarding of the Project bid;

(d) The Contractor's Bid Form and all documents attached to or included with said bid;

1. Contractor's Qualification Statement;

2. Non-collusion Affidavit of Contractor and Subcontractor, if applicable;

(e) Insurance Requirements for all Contractors.

ARTICLE 2:
CONTRACT WORK

The Contractor shall perform the work as defined in the "Specifications" to provide all labor and equipment **as needed** to provide service to assist the Town of Ellington, Public Works Dept, in drainage and road projects up to the collection and disposal of debris generated by means of a natural disaster or manmade disaster, hereinafter referred to as "the Work".

It is the intention of this contract to provide in advance of any unusual event that requires greater manpower and equipment than can be provided by the Town's Department of Public Works, an agreement that the contractor will be available to provide any and all of the requested equipment with skilled operators to assist and supplement the Department of Public Works. The Town, through the Director of Public Works, having determined the need may activate this contract by any means of communication and specify what equipment is needed. The contractor agrees to provide the requested equipment and manpower within 48 hours for such time as may be requested but not less than 8 hours total per piece of equipment provided.

ARTICLE 3:
DATES OF COMMENCEMENT, TERM & OPTION TO RENEW

A. The Contractor shall be available to provide service when an event occurs from the signing of this contract and continue to provide services until June 30, 2015.

B. The Town is granted the option to renew this contract for two additional consecutive periods of one year subject to an adjustment in rates as set forth in Art. 4 provided it gives the Contractor notice of its exercise of this option on or before December 8 of the year prior to the start of the option year.

ARTICLE 4:
CONTRACT SUM

A. The Town shall pay the Contractor for the Contractor's performance of the contract at the rates set forth on Contractor's bid form made a part of this contract.

B. In the event the Town exercises its option to extend the contract for an additional year or years, the rates will be adjusted by that percentage that the Consumer Price Index For All Urban Consumers (Northeast Urban/Size Class B/C Index, All Items) (Series Id CURX100SA0) as published by the US Department of Labor, Bureau of Labor Statistics changes from September, 2011 to the September preceding the option year.

ARTICLE 5:
PAYMENT

Payment of the Contract shall be as follows:

5.1 The Contractor shall render its invoice to the Director of Public Works on a weekly basis detailing the work performed and where hourly rates apply the names of the workers performing the work, the job title of each worker consistent with the bid titles, the number of hours each worked, the rate for each worker in accordance with the bid, total labor charges, the vehicle associated with each worker and a separate list of material supplied with invoices attached plus the bid mark-up. The Town will process the invoice and pay the approved invoice within 30 days of the approval. If the Director takes issue with the invoice, he will address those issues with the Contractor within that 30-day period.

5.2 WAIVER OF MECHANIC'S LIEN. In lieu of providing a performance and/or payment bond, the Contractor hereby waives any mechanic's lien to which it may be entitled and relies solely upon an arbitration provision of this contract to resolve any disputes, the good faith of the Town and its ability to make any payment required under the contract or as may be awarded.

ARTICLE 6:
ADDITIONAL PROVISIONS

6.1 Conflicts. Where reference is made in this Agreement to any of the Contract Documents, the reference means that provisions as amended or supplemented by other provisions of the Contract Documents. In the event that any provision of any other Contract Document is so inconsistent with the terms of this Agreement as to be mutually exclusive, then the terms of this Agreement shall control.

6.2 Pre-Conditions. The Contractor acknowledges that it has examined, to its satisfaction, all conditions relating to the work to be performed.

6.3 Knowledge of Laws. The Contractor acknowledges that it is familiar with all federal and state laws and all local By-laws, Ordinances and Regulations which in any manner affect those engaged or employed on the Work, or the material and equipment used in the Work, or in any way affect the conduct or the Work, and no claim of misunderstanding or lack of knowledge of the same will be considered a basis for terminating the Work or amending this Agreement.

6.4 Discrepancies. If, at any time, the Contractor shall determine that there are discrepancies, omissions, ambiguities or conflicts in or among the Contract Documents, or that any provision conflicts with any law, regulation or code, the Contractor shall immediately notify the Director. If the Director determines that

clarification is necessary, such clarification shall be made in writing as an addendum to this Agreement and shall be signed by the parties. No verbal instructions or interpretations shall be deemed valid.

6.5 Governing Law. This Agreement and any other Contract Document shall be governed by and interpreted under the laws of the State of Connecticut. If any provision of this Agreement or any other Contract Document is found to be invalid or unenforceable by any court, the same shall not affect the remainder of the Agreement or other Contract Document, which shall remain in effect as if the invalid or unenforceable provision had not been included therein.

6.5.1 Dispute Resolution. The parties agree that any dispute under this contract is to be resolved by binding arbitration under the rules of the American Arbitration Association before a single arbitrator with any hearing to be held in Tolland County, CT, unless otherwise mutually agreed, and each party is to pay its own expenses including attorney's fees and to share the cost of arbitration equally.

6.6 Captions. Captions used in this Agreement are for convenience only and are not intended to be limitations on, nor interpretations of, the specific provisions hereof.

6.7 Non-Assignability. No assignment of the rights, obligations or interests by a party in this Agreement will be binding on the other party without its written consent and no such assignment shall release or discharge the assignor from any duty, obligation or responsibility under this Agreement or under any other Contract Document.

6.8 Contractor hereby agrees to indemnify and hold Owner, its agents, servants and employees harmless from any and all claims, demands, liabilities, and lawsuits, including reasonable attorney's fees incurred thereby, resulting from or pertaining to any alleged violations by Contractor and all Subcontractors, if any, and all applicable federal, state and local nondiscriminatory employment laws, rules and regulations in effect and applicable for the Project and will **HOLD HARMLESS** the Town of Ellington, its agents, servants and employees from any claim of injury or damage by any of its employees for injury arising out of or in the course of their employment and work not caused by the willful act of a town agent, servant or employee.

6.9 Warranty. N/A

6.10 Insurance. The Contractor will at all times maintain insurance policies in force in accordance with the requirements of the "Insurance Requirements For All Contractor's" listed in paragraph 1.2(e) and provide the Finance Officer a certificate of such insurance naming the Town of Ellington as an additional insured.

6.11 Non-Exclusive Contract. This is a non-exclusive contract in that the Town may enter into a similar contract with other contractors. There is no assurance by the town that it will ever activate this contract and the Town reserves the right to determine which contractor among several to utilize at any time.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date stated above.

TOWN OF ELLINGTON

By_____
Maurice W. Blanchette
Its First Selectman

CONTRACTOR:

By_____
Its Duly Authorized

The Town expects bids to be submitted with hourly rates for straight time and overtime.

The performance or payment bond is not required until the bid is activated, thus the Town will not hold or tie funds and hold them unnecessary.

The Town will review alternate proposal for equipment, the descriptions of the equipment called out are for reference and equipment of the same nature and size can be submitted for consideration.

The dumpsters should be of the roll off type and should have the capacity of 20 to 40 cubic yards.

The Town will reserve to right to reject any and all bids or waive any defects, irregularities or information in the bidding when it is deemed in the best interest of the Town.

GENERAL REQUIREMENTS/SPECIFICATIONS

CONTRACTOR SERVICES & EQUIPMENT RENTAL

The Town of Ellington, Department of Public Works is soliciting bids for Contractor Services and Equipment, that will include a small crew to assist the Ellington Public Works in our various drainage repairs and other road work up to and including collection and disposal of debris that may be generated by either a natural weather event or a man made event. The services will assist the Town of Ellington's Department of Public Works through the rental of the following equipment at hourly rates in accordance with the bid documents including an operator.

1. Self loading bucket trucks, loaders with brush buckets, tri-axle dump trucks, excavators with demo devices, aerial bucket trucks.

The undersigned proposes to furnish all equipment and manpower services required to complete the work specified below in accordance with this document, and under the terms and conditions hereafter set forth and as directed by the Town. The Town of Ellington Public Works will supply all materials as needed to complete any projects.

1) CRITERA FOR BID ACCEPTANCE:

   Have the adequate staff and financial resources for performance or have ability to obtain such resources as required during performance.

   Have the necessary experience, organization skills and trained staff

   Have a satisfactory record of performance in facility cleaning

2) BASE BID:

   Each piece of equipment shall be made available to assist the Town of Ellington within one week of a project start date or should a event occur that will required the Public Works Department to activate this bid within 48 hours. All equipment that is utilized will be hired on at an hourly rate that should include all costs associated with the operation of the equipment including manpower and fuel.

3) PREFORMANCE/PAYMENT BOND:

   The performance or payment bond will not be required until the crew or equipment is activated.

TOWN OF ELLINGTON
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR SERVICES AND EQUIPMENT RENTAL

BID FORM

EQUIPMENT	SIZE/TYPE	HOURLY RATE	O.T. RATE
1) Knuckle-boom Self-Loading Truck	35 -45 C.Y. Body	$_____	$_____
2) Wheel Loaders w/ Brush Bucket	3.0-4.0 C.Y.	$_____	$_____
3) Hydraulic Excavators Track/wheeled	2.5 C.Y.	$_____	$_____
4) Dump Trucks	15 C.Y.	$_____	$_____
5) Bucket Truck	50' feet	$_____	$_____
6) Wood Chipper w/2 man crew	100 HP+	$_____	$_____
7) Dozer	Cat D6	$_____	$_____
8) Two man mason crew for Manhole and C. B. Repairs		$_____	$_____

*Alternate proposals for equipment of the same nature may be submitted for consideration

TOWN OF ELLINGTON
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR SERVICES AND EQUIPMENT RENTAL

BID FORM

Under penalty of perjury and other remedies available to the Town of Ellington, the undersigned certifies this bid is submitted without collusion and all responses are true and accurate. If awarded this bid, it is agreed this forms a contractual obligation to provide services at the dollar amount specified in this Bid Form, subject to and in accordance with all instructions, bidding and contract documents, including any addenda, which are all made part of this bid.

_____ _____

Signature of Authorized Person Date

_____

Printed Name of Authorized Person

_____

Company Title of Authorized Person

_____

Name of Company

_____

Address of Company

_____

City, State, and Zip Code

_____

Telephone Number

_____ _____

Facsimile Number E-Mail

END OF BID FORM