

Form Pur. 1  
 REQUEST FOR QUOTATION  
 BIDS TO BE SUBMITTED TO:  
 DEPARTMENT OF PURCHASES  
 27 WEST MAIN STREET, ROOM 401  
 NEW BRITAIN, CT 06051

Bid No. 3392

Bid No. 3392

Issued: 12/17/ 2007

Date Submitted \_\_\_\_\_

Page 1 of 10 Pages

Delivery: \_\_\_\_\_ days after receipt of order

Terms: Cash Discount \_\_\_\_\_ % 30 Days

Net Cash \_\_\_\_\_ Days

Sealed bids, subject to the conditions set forth on the second page hereof, will be received by the City Purchasing Agent until the time and date set forth. In compliance with all of the conditions hereof, the Bidder, whose name appears hereon, offers and agrees to furnish and deliver to the destination all of the commodities and/or services against which prices are quoted.

Bidder \_\_\_\_\_

Prices Quoted Must be F.O.B. 120 Smally Street

Street \_\_\_\_\_

New Britain, CT

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Date of Bid Opening January 10, 2008 Time 11:00 AM

Signature and Title \_\_\_\_\_

Delivery Required \_\_\_\_\_

Jack Pieper  
 Purchasing Agent

Amount of Bid Bond None

(Printed name of signer)

Bidder's Telephone Number \_\_\_\_\_

Bidder's Email Address \_\_\_\_\_

ITEM NO.	DESCRIPTION OF COMMODITIES AND/OR SERVICES	PRICE
1	Replacement of the Fencing at the Fairview Cemetery	\$ _____
(Optional) 2	Alternate #1 – Demolition and Replacement of Fencing Along the Gladden Street Section of the Cemetery	\$ _____
(Optional) 3	Alternate #2 – Demolition and Replacement of Fencing Along the East Street Section of the Cemetery	\$ _____
(Optional) 4	Pricing of Decorative Fencing per linear foot above the approximate amount specified in the attached Specifications	\$ _____ Linear Foot
<p><b>Pre-bid Meeting at the Fairview Cemetery, 120 Smally St., New Britain on January 4, 2008 at 11:00AM.</b></p> <p><b>****PLEASE SUBMIT BIDS IN DUPLICATE****</b></p> <p>THE FOLLOWING MUST BE EXECUTED/COMPLETED AND RETURNED:</p> <ol style="list-style-type: none"> <li>Form Pur. 1 (Request for Quotation).</li> <li>Notices to Prospective Bidders, Pages 5-7.</li> <li>A Bid Bond is required for all goods or services that are \$25,000.00 or greater.</li> </ol> <p><u>BIDS WILL NOT BE ACCEPTED AFTER THE STATED BID OPENING DATE AND TIME.</u></p> <p>PLEASE NOTE THAT BIDS SUBMITTED CANNOT BE FAXED OR E-MAILED.</p>		

**IMPORTANT - READ CAREFULLY BEFORE MAKING BID: CONDITIONS, BID TERMS AND INSTRUCTIONS  
CITY OF NEW BRITAIN CONNECTICUT -DEPARTMENT OF PURCHASES**

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the Bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in duplicate in sealed envelopes clearly identified with the appropriate bid number.
2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the City after the date and time specified for bid opening, will not be considered. If any person contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the specifications, plans or other documents, he should submit a written request for an interpretation thereof to the City Purchasing Agent at least 10 days prior to scheduled bid opening. An interpretation of the bid invitation documents will be made only by addendum duly issued to each person receiving a bid invitation and/or holding plans. The City of New Britain will not be responsible for explanations or interpretations of bid invitation documents except as issued in accordance herewith. Note regarding addenda: Addenda shall be mailed via certified mail to all vendors listed on the City's list of plan holders. Addenda will be made available to those vendors downloading specifications from a website at that same website.
3. Prices should be stated in units of quantity specified, with packing and delivery to destination and all other incidental charges included.
4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the Bidder shall so state.
5. Samples, when requested, must be furnished free of expense to the City, and if not destroyed, will, upon request, be returned at the Bidder's risk and expense.
6. Price Quotations must be stated in units of quantity specified, show unit pricing, include packing and delivery to destination and all other incidental charges included in the grand total price or bid may be rejected. In case of error in the extension of prices, the unit price shall govern.

7. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. The City reserves the right to make final determination of equivalency.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the City. If the Bidder does not indicate that the commodity he proposed to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity described.

8. Bidder declares that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. Abstracts of bids received are prepared for distribution by the Department of Purchases.
9. Award will be made to the lowest responsible qualified Bidder, who shall be determined in accordance with and pursuant to Section 2-578, inclusive of the Purchasing Ordinances City of New Britain. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award.

**10. Section 2-578, item 10, allows up to a ten (10) percent differential in favor of resident Bidders for all purchases and contracts except construction and/or capital improvements. Any city-based bidder, which has submitted a bid, shall be awarded the bid provided that such city-based bidder agrees to accept the award of the bid at the amount of the low bid. In a situation where no city-based bidder submits a bid or where a city-based bidder does not come within the ten (10) percent or chooses not to meet the lowest bid however, there are bids submitted by companies based in Connecticut and other companies based outside Connecticut, in that event the Purchasing Agent shall allow a five (5) per cent differential in favor of the Connecticut based bidder. If more than one Connecticut based bidder submits a bid of not more than five (5) percent higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the bidder who has submitted the lower/lowest bid shall be awarded the bid. A "Connecticut based bidder" shall mean a business with a legal principle place of business located with in the State of Connecticut. A business shall not be considered a Connecticut based bidder unless evidence satisfactory to the purchasing agent has been submitted with the bid documents has a bona fide principle place of business within the State of Connecticut. For construction projects or capital improvements the lowest bidder shall be determined in the following order unless otherwise prohibited by applicable state and federal legislation. (1) For construction projects or capital improvements involving a total contract price of one million dollars (\$1,000,000.) or less any city-based bidder that submitted a low bid not more than eight (8) percent higher than the lowest bid, provided such city-based bidder agrees to accept the award of the bid at the lowest bid amount. (2) For construction projects and capital improvements of involving a total contract price of more than one million dollars (\$1,000,000.) but less than five million dollars (\$5,000,000.) any city-based bidder that submitted a low bid not more than four (4) percent higher than the lowest bidder, provided such city -based bidder agrees to accept the award of the bid at the lowest bid amount. For construction projects and capital improvements involving a total contract price of over five million dollars (\$5,000,000.) any city-based bidder that submitted a low bid not more that two (2) percent higher than the lowest bid, provided such city-bases bidder agrees to accept the award of the bid at the lowest bid amount.**

11. The City reserves the right to award by item, groups of items or total bid; to divide the award; to reject any and all bids, in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the City will be served.
12. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low Bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
13. Acceptance of a bid by the City is not an order to ship or a commitment to purchase the goods or services from the bidder.

14. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities and/or services described therein shall constitute a contract between the Bidder and the City, which shall bind the Bidder on his part to furnish and deliver the articles quoted at the prices stated and in accordance with the conditions of said accepted bid.

15. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

16. In event of default by the Bidder, the City reserves the right to procure the commodities and/or services from other sources and hold the Bidder liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.

17. Where a bid bond is required, such bond must accompany the bid; it must be executed by a surety company licensed to do business in the State of Connecticut; or it may be in the form of a cashier's or certified check made out to the "Treasurer, City of New Britain". Said bond or check in the amount of Ten Percent (10%) of the total bid amount shall be given as security that, if the bid is accepted, a contract will be entered into and the performance guarantee properly secured.

18. The bid bond, cashier's or certified check shall be forfeited and the principal amount of said bid bond shall be paid to the City or said check shall be surrendered to the City as the agreed amount of liquidated damages in case of failure of Bidder to enter into contract as above described. The bid bond or check will be released or returned to the Bidder in case his bid is rejected. Bid bonds or checks from the three lowest bidders will be held for a period of 60 days after the bids are opened.

19. All contracts for goods or services where the contract price is more than \$50,000.00 will require a performance bond that must be executed by a surety company licensed to do business in the State of Connecticut in accordance with and pursuant to Section 2-702 inclusive of the Purchasing Ordinances of the City.

20. The Bidder guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Bidder is not the patentee, assignee or licensee.

21. The Bidder, where applicable, agrees to pay its labor force Prevailing Wage Rates and to comply to all Laws, Regulations and Ordinances regarding these wage rates and the recording of them set forth by the Connecticut Department of Labor and the City of New Britain Connecticut.

The City of New Britain, through its Purchasing Agent, is seeking competitive bids for the following commodity:

**Replacement of the Fencing at Fairview Cemetery**

Specifications for the product required follow. The Purchasing Agent reserves the right to divide the award and the right to reject any and all bids, in whole or in part, as best serves the interests of the City of New Britain. *SEALED BIDS ARE TO BE SUBMITTED BY THE DATE AND TIME SPECIFIED ON THE COVER SHEET TO: CITY OF NEW BRITAIN PURCHASING DEPT., ROOM 401, 27 WEST MAIN ST., NEW BRITAIN, CT 06051. BID ENVELOPE IS TO BE CLEARLY MARKED ON THE OUTSIDE WITH BID NUMBER AND NAME.*

**NOTICE TO BIDDERS:**

1. All delivery and any incidental charges must be included in the pricing. Delivery point is: New Britain, CT. **Stated quantities are estimates only; no guarantee is given, express or implied, as to actual quantities to be ordered.**
2. The City of New Britain is exempt from the payment of taxes imposed by the federal government and/or the State of Connecticut; such taxes shall not be included in the bid prices.
3. Exceptions to specifications must be clearly stated on a separate piece of paper.
  1. Manufacturer must be clearly stated.
5. Questions regarding the Purchasing process may be directed to Jack Pieper, Purchasing Agent, (860) 826-3402. Questions regarding technical specifications may be directed to Mike Hadvab, Superintendent of Parks, New Britain Parks and Recreation, (860) 826-3357.
6. Vendor insurance requirements are as follows:  
Vendor shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations	\$2,000,000
Auto Liability*	Aggregate	
	Combined Single Limit	
Umbrella*	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Professional Liability	Each Occurrence	\$1,000,000
	Aggregate	\$ 1,000,000

\* "The City of New Britain and Consolidated School District" shall be named as "Additional Insured". Coverage is to be provided on a primary, noncontributory basis.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and WC Statutory Limits

Employers' Liability	EL Each Accident	\$100,000
	EL Disease Each Employee	\$100,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Acting Purchasing Agent prior to purchase order/contract issuance. Vendor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be made to the City 30 days prior to cancellation.

Purchaser shall agree to submit proof of the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders' rating according to Best Publication's latest edition Key Rating Guide.

7. **HOLD HARMLESS AGREEMENT:** The Contractor, its agents and assigns shall indemnify and hold harmless the City of New Britain, including but not limited to, its elected officials, its officers, and agents, ("the City") from any and all claims made against the City, including but not limited to, damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and proximately results from the wrongful willful or negligent performance of services by the Contractor during the Contractor's performance of this Agreement or any other Agreements of the Contractor entered into by reason thereof. The City agrees to give the Consultant prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

**SYNOPSIS:**

**The City of New Britain is requesting bids for the demolition of the existing perimeter fence and the replacement of the fence, approximately 3786 feet. The good pieces of fence will remain in the possession of the City. The bad pieces will be removed and disposed of according to State and Federal Regulations.**

**The new fence is of steel made by the Foster Fence Company or its equivalent and is five feet high. There will be three (3) swing type gates. The approximate widths of the gates are:**

**Eight (8) feet each at the Gladden Street Entrance with a total of sixteen (16) feet in width  
Ten (10) feet each at the Main Entrance with a total of twenty (20) feet in width  
Fifteen (15) feet each at the Smally Entrance with a total of twelve (30) feet in width**

**Each gate will have a drop rod and latch on each. The fence will look like wrought iron and be erected in the exact same location. The fence posts will be sunk into an eight (8) inch diameter holes thirty-six (36) to forty-eight (48) inches in depth. The post must be set in and be surrounded by concrete.**

**LOCATION:**

Fairview Cemetery  
120 Smalley Street  
New Britain, CT.

**SPECIFICATIONS:**

**Decorative Fence**

1. Decorative Steel Fences are to be made from Alberta  $\frac{3}{4}$  picket made by Forster or equivalent, Model Spartan Commercial Grade. Pictures of the fence or samples must be provided with this bid.
2. Steel tubing bars and shapes, hot -dip galvanized.
3. Posts: Square steel tubing.
4. Line Posts: 3 by 3 inches (76 by 76 mm) with 3/16-inch (4.76-mm) wall thickness.
5. End Gate and Corner Posts: 4 by 4 inches (102 by 102 mm) with 3/16-inch (4.76-mm) wall thickness.

**Post Caps**

1. Formed from steel sheet and hot-dip galvanized after forming.

**Rails**

1. Steel Channel Rails: Steel channels 2 by 1 inch (50 by 25 mm).

**Pickets**

1.  $\frac{3}{4}$ " inch square solid steel.
2. Picket Spacing: 4 inches (101.6 mm) clear, maximum.

**Metallic Coated Steel Finishes**

1. Galvanized Finish: Clean welds, mechanical connections, and abraded areas and repair galvanizing to comply with ASTM A 780.
2. Surface Preparation: Clean surfaces with non-petroleum solvent so surfaces are free of oil and other contaminants. After cleaning, apply a zinc-phosphate conversion coating suited to the organic coating to be applied over it. Clean welds, mechanical connections, and abraded areas and repair galvanizing to comply with ASTM A 780.
3. Powder Coating: Immediately after cleaning and pre-treating, apply 2-coat finish consisting of zinc-rich epoxy prime coat and TGIC polyester topcoat, with a minimum dry film thickness of 2 mils (0.05 mm) for topcoat. Comply with coating manufacturer's written instructions to achieve a minimum total dry film thickness of 4 mils (0.10 mm).
  - A. Color – Gloss Black.

- B. Comply with surface finish testing requirements in ASTM F 2408 except change corrosion-resistance requirement to 3000 hours without failure.

### **Decorative Fence Installation**

1. Install fences according to manufacturer's written instructions.
2. Install fences by setting posts as indicated and fastening rails and infill panels to posts. Peen threads of bolts after assembly to prevent removal.
3. Post Excavation: Drill or hand-excavate holes for posts in firm, undisturbed soil. Excavate holes to a diameter of not less than 4 times post size and a depth of not less than 24 inches (600 mm) plus 3 inches (75 mm) for each foot (300 mm) or fraction of a foot (300 mm) that fence height exceeds 4 feet (1200 mm).
4. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
  - A. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
  - B. Install fences by setting posts as indicated and fastening rails and infill panels to posts. Peen threads of bolts after assembly to prevent removal.
  - C. Concrete Fill: Place concrete around posts and sleeves and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
  - D. Exposed Concrete: Extend 2 inches (50 mm) above grade. Finish and slope top surface to drain water away from post.
  - E. Posts Set in Concrete: Extend post to within 6 inches (150 mm) of specified excavation depth, but not closer than 3 inches (75 mm) to bottom of concrete.
  - F. Space posts uniformly at 8 feet (2.44 m) o.c.

### **Alternate Pricing (Options)**

- A. Demolition of an existing chain link fence along the Gladden Street portion of the Cemetery and replace it with the Decorative Fencing above, approximately 1,171 Feet of Fencing.
- B. Demolition of an existing chain link fence along the East Street portion of the North End of the Cemetery and replace it with the Decorative Fencing above, Approximately 200 Feet of Fencing.
- C. Unit Pricing of demolition of existing fence and installation of new Decorative Fencing if the total footage is more than 3,786 feet.

### **Pre-Bid Meeting**

**At the Fairview Cemetery, 120 Smally St., New Britain on January 4, 2008 at 11:00AM. This meeting IS NOT MANDATORY.**

NOTICE TO PROSPECTIVE BIDDERS  
CERTIFICATION REQUIRED

The City of New Britain Code of Ordinances, Sec. 2-575, reads as follows:

Sec. 2-575. Rejection of bid where bidder is in default to city.

The agent shall not accept the bid of a contractor, who is in default on the payment of taxes, licenses or other monies due the city.

The agent shall include in the bid document a form to be executed by a bidder, certifying that said bidder is not in default on the payment of taxes, licenses or other monies due the city.

As used in this section, (1) a “principal” of a contractor shall mean an individual who is a director, an officer, an owner, a limited partner or a general partner; and (2) “default in the payment of taxes” shall mean the failure to pay taxes by the date such taxes are due and payable or the failure to be current with respect to a delinquent taxes payment schedule as set forth in a written agreement with the Tax Collector.

In accordance with this provision, prospective vendors make the following certification:

The principals, as defined above, of the entity submitting responses to Public Bid No. 3392 are: (Please type or print clearly and use additional pages if necessary).

1. Name: \_\_\_\_\_

Local Residence Address (if any) \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

If a principal, as defined above, is in any local entity other than the entity submitting a response to this Public Bid listed above, state the entity or entity's name(s) and address(es):

Entity's Name \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_



NOTICE TO PROSPECTIVE BIDDERS  
CERTIFICATION REQUIRED

2. Name: \_\_\_\_\_

Local Residence Address (if any) \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

If a principal, as described above, is in any local entity other than the entity submitting a response to this Public Bid No. listed above, state the entity or entity's names(s) and address(es):

Entity's Name \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

3. Name: \_\_\_\_\_

Local Residence Address (if any) \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

If a principal, as defined above, is in any local entity other than the entity submitting a response to this Public Bid No. listed above, state the entity or entity's name(s) and address(es):

Entity's Name \_\_\_\_\_

Local Mailing Address (if any) \_\_\_\_\_

Signature of Principal and their Title of the Entity Submitting this Bid hereby indicates by signing this Notice to Prospective Bidder that the Entity or its Principals as listed herein are not in default on the payment of taxes, licenses, or other monies due to the City of New Britain as of the date of this bid solicitation.

\_\_\_\_\_ Date: \_\_\_\_\_

Review by Tax Collector: (To be completed by the City of New Britain's Tax Collector only if the Bidder is awarded the contract as the result of this Public Bid)

By: \_\_\_\_\_ Date: \_\_\_\_\_



**City of New Britain**  
New Britain, Connecticut 06051

*“New Britain:  
A City for  
All People”*

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27 WEST MAIN ST., NEW BRITAIN, CT 06051

PHONE: (860) 826-3434

FAX: (860) 612-4204

E-MAIL: [jpieper@ch.ci.new-britain.ct.us](mailto:jpieper@ch.ci.new-britain.ct.us)

Date: \_\_\_\_\_, 2008

Subject: Replacement of the Fairview Cemetery Fence, Public Bid No. 3392

To Whom It May Concern:

Specifications for subject bid solicitation are enclosed for your review and response.

If you do not submit a bid, we request that you complete the bottom portion of this letter and return to the writer's attention. This shall assist the City of New Britain in maintaining accurate bidders' lists.

Your cooperation is greatly appreciated.

Very truly yours,

Jack Pieper  
Purchasing Agent

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

We are not responding to subject bid solicitation for the following reason:

- Our company does not sell the requested product.
- Our company does not provide the requested service.
- Our schedule will not allow us to provide the requested service at this time.
- Other (please explain): \_\_\_\_\_  
\_\_\_\_\_