

## INVITATION TO BID

The Town of Newington will accept bids from experienced contractors for the supply and delivery of wood fiber safety surfacing for playgrounds maintained by the Newington Parks and Grounds Division. All bids must be submitted in accordance with Town specifications and on forms supplied by the Town. Bid forms and specifications are available in the office of the Town Manager, 131 Cedar Street, Newington, Connecticut and on line at the Town's website, [www.newingtonct.gov](http://www.newingtonct.gov), under Doing Business, Bid Opportunities. Bids will be received and read publicly at 2:30 p.m. on May 9, 2014 in the Town Manager's Office. The Town of Newington reserves the right to reject any or all bids.

John L. Salomone  
Town Manager

Bid No. 6, 2013-14

TOWN OF NEWINGTON  
PLAYGROUND WOOD FIBER  
BID SPECIFICATIONS

INTENT

It is the intent of these specifications to select an experienced contractor for the supply and delivery of wood fiber safety surfacing for playgrounds maintained by the Newington Parks and Grounds Division.

BID PROCEDURES

All bids shall be submitted on forms provided by the Town of Newington and addressed to the Town Manager's Office, Town Hall, 131 Cedar Street, Newington, CT 06111. Bids will be opened publicly at 2:30 P.M. on May 9, 2014 in the Town Manager's Office. Bids shall be in sealed envelopes clearly labeled "Bid No. 6, 2013-14, Playground Wood Fiber". The Town reserves the right to waive informalities or to reject any or all bids when such action is deemed in the best interests of the Town. The Town reserves the right to delete such items as it deems necessary from these proposals. All exceptions of the bidder to the terms and specifications of this bid shall be made in writing and submitted in full with the Bid Form. For all other terms and specifications, submission of a bid constitutes acceptance by the bidder. The Town reserves the sole right to reject bids that contain exceptions which are unacceptable to the Town. The Town shall be the sole determinant of the equivalency of any products claimed by the bidder to be equal to what is specified herein. The bidder shall be responsible for providing sufficient specifications and information to demonstrate to the Town's satisfaction that any such substitute products are equal. All addenda will be posted on the Town's website, [www.newingtonct.gov](http://www.newingtonct.gov), under Doing Business, Bid Opportunities. Bidders are responsible for checking the website for the presence and content of any addenda.

TERMINATION

All work done as a result of this bid shall be completed to the satisfaction of the Town Manager. The Town reserves the right to terminate any agreement resulting from these specifications upon ten (10) calendar days written notice of failure by the Contractor to provide service to the satisfaction of the Town Manager.

NONDISCRIMINATION

The Contractor shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder,

mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Newington.

### HOLD HARMLESS

The Contractor agrees to indemnify, defend and hold harmless the Town of Newington and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Newington resulting from or arising out of:

1. Any breach by the Contractor of the terms of the specifications, or
2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the Town of Newington or the Contractor or subcontractors or material men, or
3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or
4. Any damage to property, real or personal, (including property of the Town of Newington or its respective officers, agents and servants)

caused in whole or in part by the acts or omissions of the Contractor, any subcontractor, or any material men or anyone directly or indirectly employed by them while engaged in the performance of any work for the Town of Newington.

### HAZARDOUS MATERIALS

The Contractor, when providing, using, storing, delivering or disposing of any toxic, hazardous or potentially dangerous materials, shall advise the Town, in writing, of the condition of such hazardous materials in advance of conducting any work and is responsible for protecting the Contractor's own employees, those of the Town, and all its' agents from the hazards associated with such materials. The Contractor shall furnish direction, precautions, or training, provided or made available from the supplier of the materials, or other acceptable source, for use by all persons who may be subject to the hazard. The Contractor shall comply with all applicable regulations and laws. The Contractor shall dispose of any hazardous or toxic substances in accordance with all applicable regulations or laws, including E.P.A. and D.O.T., and shall provide the Town with the appropriate generator E.P.A. number. The Contractor shall do all things necessary to insure that there will be no discharge, spillage, uncontrolled loss, seepage or filtration of any hazardous or toxic waste on the site caused by the Contractor's operations. The Contractor is responsible for any and all costs and liabilities associated with the clean up of any such spillage, etc., or as required by any regulating authority,

and holds the Town harmless against any current or future liabilities resulting from such an incident.

### INSURANCE

The successful bidder shall furnish a certificate of insurance to the Town Manager for the following insurance coverage within ten (10) days from contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the Town of Newington will receive thirty (30) days notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

1. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations:

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

Combined Single Limit for personal injury or property damage or both combined.

Such policy shall name the Town as additional insured.

2. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

\$1,000,000 Each Accident

Combined Single Limit for bodily injury or property damage or both combined.

3. Workers Compensation Insurance in accordance with Connecticut State Statutes.

Employers Liability Limit - \$100,000.

### PAYMENT

Payment for the work associated with this bid shall be made within thirty (30) days by the Town, following the completion of all work invoiced to the satisfaction of the Town

Manager and upon submission of an invoice to the Town of Newington Finance Department, 131 Cedar Street, Newington, CT 06111.

### PROTECTION

Precaution for the protection of persons and property must be exercised at all times. The safety provisions of applicable laws, as well as building, fire and construction codes, shall be observed at all times. The Contractor shall take such additional safety and health measures as are reasonably necessary. The Contractor shall be responsible for ensuring pedestrian and traffic safety in all work zones.

### STORAGE AND HANDLING

All materials shall be delivered, handled and stored in a manner which prevents the intrusion of foreign materials and damage by weather. Such storage, delivery, and handling shall not interfere with Town operations nor impede access to any public areas. All material shall be stored in a clean, dry location. Material which is damaged or otherwise not acceptable to the Town because it is not in accordance with these specifications shall be replaced with new material at no additional cost to the Town.

### APPEARANCE

All deliveries shall be performed in a workmanlike and professional manner and shall be left with a neat appearance. All disturbed areas shall be restored to their original condition. Any damage to a building or grounds resulting from this work shall be repaired by the Contractor at no additional cost to the Town.

### QUALIFICATIONS

The Contractor shall have demonstrated experience by having been in business (as the same business with the same name as submitted on the Bid Form) for at least three (3) years. The bidder shall provide documentation acceptable to the Town that clearly demonstrates that the product to be supplied meets the requirements set forth herein. The Contractor and the Contractor's employees and suppliers shall have the required background, license(s), technical knowledge, and equipment, labor force and satisfactory prior work history to deliver the material specified in a satisfactory manner. Failure to meet the qualifications of this section alone is sufficient grounds for rejection of the bid by the Town.

### DELIVERY

All material shall be delivered in full within seven working days following the issuance of a Town purchase order to the Contractor. Failure of the Contractor to deliver the full amount of material stated on the purchase order within that time shall be grounds for termination of the contract by the Town.

## PERMITS

The Contractor and any subcontractors are also responsible for any other federal, state, regional or local licenses, permits and/or inspections required for delivery.

## QUESTIONS

All questions regarding this bid shall be addressed to Director of Administrative Services Jeff Baron, at [jbaron@newingtonct.gov](mailto:jbaron@newingtonct.gov) no later than the close of business on May 6, 2014. Any written addendum shall be posted on the Town's website, [www.newingtonct.gov](http://www.newingtonct.gov), under Doing Business, Bid Opportunities, at least 48 hours prior to the time of the bid opening. All bidders are responsible for checking this location for the presence and content of addenda.

## QUANTITY

It is the intention of the Town to purchase between 2,200 and 2,500 cubic yards of playground wood fiber in the late spring/early summer of 2014. The Town does not guarantee any minimum or maximum number of cubic yards for any one delivery or for the total of all deliveries. Bidders shall identify on the Bid Form: 1.) the cost of delivery per thirty-five (35) cubic yard truckload to the Newington Parks and Grounds garage, located at 683 Willard Avenue; 2.) the cost of delivery per eighty (80) cubic yard truckload to the Newington Parks and Grounds garage; and 3.) the cost per cubic yard for deliveries to individual drop sites within the borders of the town of Newington. Bidders shall identify if there are delivery quantities where price breaks would apply. If there are minimum quantities for the deliveries to individual drop sites, the bidder shall identify them in writing and provide them with the Bid Form.

## TERM

The award made as a result of this bid shall cover the period through October 31, 2014. All prices bid shall remain firm until that date. The award may be extended for two additional one year periods, covering the period from November 1, 2014 through October 31, 2015, and the period from November 1, 2015 through October 31, 2016 if mutually agreed upon in writing by both parties.

## PRODUCT REQUIREMENTS

The Contractor shall certify, or submit certification from its supplier, that the playground wood fiber safety surfacing provided is compliant for Americans with Disabilities Act (ADA) accessibility and meets the intent of the ADA, that it contains no chemical treatments or additives, that the material is non-toxic, and that less than 5% of the composition includes twigs, leaves, bark, or other organic material. If material is delivered to the Town that fails to meet these requirements, as determined by the Town, such material shall be removed and replaced at the Contractor's expense.

## TEST RESULTS

In order to comply with the Product Requirements section of these specifications, the Contractor shall provide test results, or submit test results from its supplier, from a product testing lab that clearly demonstrates to the satisfaction of the Town that the product supplied meets the standard specifications of the American Society for Testing and Materials (ASTM), as follows:

Test results for ASTM F 1292, Standard Specifications for Impact Attenuation of Surface Systems Under and Around Playground Equipment, with G-max values and HIC values that do not exceed the following values identified for each compacted depth and fall height.

<u>Compacted Depth</u>	<u>Fall Height</u>	<u>G-Max Value</u>	<u>HIC Value</u>
		( $\leq$ )	( $\leq$ )
8"	10'	130	814
12"	14'	90	390
12"	12'	65	310

Test results for ASTM F 1951, Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment. This test provides further demonstration of accessibility.

Test results for ASTM F 2075, Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment. These test results demonstrate quality and purity.

TOWN OF NEWINGTON  
PLAYGROUND WOOD FIBER  
BID FORM

Town Manager  
131 Cedar Street  
Newington, CT 06111

**BASE BID**

In accordance with the specifications, the undersigned submits the following bid to supply and deliver playground wood fiber to the Newington Parks and Grounds Division for the amount of:

\$ \_\_\_\_\_ per 35 cubic yard truck load

\$ \_\_\_\_\_ per 80 cubic yard truck load

\$ \_\_\_\_\_ per cubic yard at individual drop sites within Newington

The undersigned is submitting this bid without collusion with any other individual or corporation.

**SUBMITTED FOR:**

Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SUBMITTED BY:**

Signature \_\_\_\_\_ .

Name \_\_\_\_\_ .

Title \_\_\_\_\_ .

Telephone \_\_\_\_\_ .