

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN the Town Clerk of the Town of Bedford will receive sealed bids for the furnishing of bulk Tilcon “Grits” Bulk Sand (Tilcon Item Code 1057001 - or equivalent.)

Bids will be received until 1:00 pm, Feb. 4, 2014 at the office of the Town Clerk, 321 Bedford Road, Bedford Hills, New York 10507, at which time they will be publicly opened and read aloud.

Specifications and proposal forms may be downloaded from the bottom of the Town’s Department of Public Works website, which can be accessed under the Departments menu at www.bedfordny.info, between Jan 27, 2014 and Feb 4, 2014. Vendors that download the specifications are required to provide their company name, email address, phone number, and mailing address by email to highway@bedfordny.gov in order to receive any bid addenda that may be issued.

Bid prices shall remain in effect for all orders placed for delivery on or before May 1, 2015.

The Town of Bedford reserves the right to accept any bid in whole or in part and to reject any or all bids, as considered to be in the best interests of the Town of Bedford.

No bidder may withdraw their bid within thirty (30) days after the date of the bid opening.

All bids must be enclosed in a sealed envelope plainly marked: “Bids for Tilcon “Grits” Feb. 4, 2014” on the outside of the envelope. Bids to be returned to the TOWN CLERK, 321 Bedford Road, Bedford Hills, New York 10507.

Dated: Bedford Hills, New York
January 27, 2014

TOWN BOARD
OF THE TOWN OF BEDFORD

By: Lisbeth Fumagalli
Town Clerk

GENERAL SPECIFICATIONS

All materials furnished (i.e. Tilcon “Grits” sand or equivalent) shall conform to the itemized specifications attached hereto.

Materials (i.e. Tilcon “Grits” sand or equivalent) shall be both acquired (i.e. purchased) by, picked up and delivered to the Town of Bedford Public Works Facilities by the vendor awarded this contract in accordance with the itemized specifications provided below by the Public Works Commissioner, Town of Bedford, or his/her designee in quantities as ordered. The price per ton quoted by the vendor shall be for the total cost to the town of Bedford for the purchase by the vendor of the material and the pickup and delivery by the vendor awarded the bid to the Town of Bedford’s public works facilities.

Unit prices bid shall be exclusive of any sales, excise or other taxes for delivery to a tax exempt Municipality. Tax exempt certificate number 136007284 covers Public Works Department purchases by the Town of Bedford.

The Town of Bedford reserves the right to purchase material from other vendors as awarded by the State of New York Office of General Services, without notice to the vendor awarded the Town bid.

This bid solicitation is specifically for the purchase/acquisition of, pickup and delivery of Tilcon “Grits” to the Town of Bedford’s storage site at the Dead End of Crusher Road or at the DPW headquarters at 301 Adams St., Bedford Hills, NY. Vendors (including both trucking firms and quarry used) are expected to provide Tilcon “Grits” for use by the town are required to be able to provide at least 150 tons of material per 8 hour work day (i.e. Monday-Friday 7.00 am – 3.00 pm – excluding town observed holidays) to the Crusher Road/Adams St. facilities. Vendors are expected to begin delivery of these materials to the Crusher Road/ Adams St. facility within two (2) working days of the order being placed. In the event that the lowest bidder for above mentioned material is unable deliver said materials (i.e. delivery of at least 150 tons of “Tilcon Grits” within 2 working days of receipt of the order to the Crusher Road and/or Adams St. facilities), the next lowest bidder will be contacted to either supplement or entirely take on the order at the per ton price that they (i.e. the higher price) quoted. If the second lowest bidder is unable to provide these services, the third lowest bidder will be contacted, and so on.

All suppliers, submitting bids on items in non-conformance with the specifications or delivery time as stated, must submit them on a separate sheet of paper clearly stating the variance between their bid and the specifications. The bid will receive careful consideration if such deviations do not depart from the intent of this specification and are to the best interests of the Town of Bedford.

Specifications regarding the makeup of Tilcon “Grits” sand are provided below. Additional information on any of the items as given in the detailed specifications may be secured from the office of the Commissioner of Public Works or designee or by contacting Tilcon directly at 1-800-872-7762. The Tilcon item code for this type of sand is: 1057001.

Each bid must be signed by a person authorized to do so and each bid must include a certificate of non-collusion and waiver of immunity agreement, as required by law.

Bidders are not to separate the notice and specifications from the proposal form, but must return the same complete.

The Commissioner of Public Works or designee reserves the right to reject any or all bids, to accept any bid or waive any informality in the proposal as deemed advisable in the best interest of the Town of Bedford. If the Bedford Commissioner deems it in the Town's best interest, this contract may be extended to the vendor awarded bid at the prices quoted in the original contract for up to two additional years (or fraction thereof) up to and including May 1, 2017 - if mutually agreeable to both the Commissioner of Public Works and the vendor awarded this contract.

Unless otherwise permitted by the Commissioner of Public Works, vendors awarded this contract are required to obtain (i.e. purchase) pick up at the quarry and deliver Tilcon "Grits" (or equivalent) to Town of Bedford DPW Facilities within 2 working days of an order being placed. The Commissioner of Public Works for the Town of Bedford reserves the right to obtain Tilcon Grits (or equivalent) on the open market in the event that the lowest bidder is unable or unwilling to deliver these materials (or if the vendor delivers materials of an unsatisfactory quality) to Bedford's Public Works Facilities within 2 working days specified above.

If deemed necessary, vendors awarded the contract to furnish and deliver of Tilcon "Grits" (or equivalent) will be expected to provide the Commissioner of Public Works of up to four (4) references of the names, addresses, and phone numbers of suppliers and quarries they have work with in the past. Failure to produce the abovementioned references can result in the rejection of their bid.

ITEMIZED SPECIFICATIONS OF TILCON "GRITS"

1.

Tilcon "Grits" (Tilcon Item Code 1057001) obtained and delivered to the Town of Bedford Public Works facility at 301 Adams Street, Bedford Hills, NY or to the Public Works Satellite facility located on Crusher Road in Bedford Village. Delivery shall be within 2 working days of order.

In the past Tilcon "Grits" have been delivered to the Town of Bedford from the Tilcon Quarry at 210 Clinton Point. Further information regarding other Tilcon quarry locations (if any) that provide Tilcon "Grits" sand can be obtained from Tilcon New York Inc. 162 Old Mill Road, West Nyack, NY 10994. Phone No" 1-800-872-7762. Specifications for Tilcon Grits (Tilcon item code 1057001) are as follows:

Sieve Size:	Percent Passing:
¼"	100
#4	95-100
#8	25-40
#16	0-15
#30	0-10
#50	0-5
#200	0-3

BID PROPOSAL

The Town of Bedford typically orders Sand in individual orders ranging from 200 tons to 2000 tons. Several orders are placed during any given year. This material is used by the town to treat roads during the winter. Therefore, the bulk of the orders placed by the town for this material will be in the Fall and Winter season. Vendors should provide pricing per ton of this material based on a 200 ton minimum order. Interested Vendors are asked to furnish the following information in order to be considered for this contract:

Please provide the price per ton on the space provided above for the purchase of, pickup at quarry, and delivery to the Department of Public Works Facilities for the Town of Bedford, NY of Tilcon “Grits” sand (Tilcon item code 1057001) or equivalent. 200 ton minimum order.

Date

Legal Name of Person, Firm or Corporation

Seal of Corporation:

Business Address of Person, Firm or Corporation

Telephone Number

Contact Name

by: _____
Signature and Title

REQUIREMENTS FOR ALL CONTRACTORS PERFORMING LABOR FOR THE TOWN, OR DELIVERING TO TOWN FACILITIES (INCLUDES ITEMS A-E BELOW)

Insurance Exhibit

The Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 Per Occurrence/\$2,000,000 Annual Aggregate and including a Waiver of Subrogation.
 - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 011093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, product-completed operations, and personal and advertising injury, blanket contractual including injury to subcontractors employees.

Note: c) Town of Bedford and their agents, officers, directors and employees shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 1185 or an endorsement providing equivalent or broader coverage to Town of Bedford and their agents, officers, directors and employees. The coverage must be underwritten by an Insurance Company with at least 'A 7' Best rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, include any deductible, maintained by, or provided to, the additional insured's.

d) Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 2 years after completion of the Work.

e) XCU may not be excluded

2) Automobile Liability

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c) Town of Bedford and their agents, officers, directors and employees shall be included as additional insured on the auto policy.
- d) Also needs to include waiver of subrogation

3) Workers Compensation and Employers Liability and N.Y.S Disability

- a) Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
- b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
- c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
- d) Workers Compensation must include a waiver of subrogation.

NOTE: ACORD forms are not acceptable proof of workers compensation coverage; must provide C-105.2 and Disability to be provided on DB-120.1.

- 4) Property Insurance
The Contractor shall cover materials being installed onsite, in transit, and/or at any other location.
- 5) Owners Contractors Protective Insurance (Required for construction projects in excess of \$200,000) \$1,000,000 Per Occurrence/\$2,000,000. Aggregate, with the Town of Bedford as the named insured.
- 6) Bid, Performance and Labor & Material Bonds – if required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- 7) The Contractor shall not sublet any part of his work without assuming full responsibility for requiring similar insurance from his subcontractors and shall submit satisfactory evidence to that effect to the Town of Bedford. Each such insurance policy, except the Workers' Compensation and Disability policies, shall include The Town of Bedford and their agents, officers, directors and employees as an additional insured.
- 8) Policy shall be endorsed to provide that 30 days written notice prior to cancellation be given to the Town of Bedford. Policies that lapse and/or expire during the term of occupancy shall be re-certified and received by Town of Bedford no less than 30 days prior to cancellation or renewal.
- 9) Contractor acknowledges that failure to obtain such insurance on behalf of the Town of Bedford Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of Bedford. The contractor/permittee is to provide the Town of Bedford with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Town of Bedford to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of Bedford.
- 10) Asbestos/Lead Abatement and Environmental Clean-Up - If applicable. Coverage for the removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 aggregate including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract.

Safety Provisions

The safety provisions of applicable laws, building and construction codes and the safety rules approved by the State Labor Commissioner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Town representative on the job site.

Hours

No laborer, worker or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The work must be performed between 7:00am to 3:30pm Monday through Friday. Any exceptions out of these hours must have prior approval by the Department Head in charge of the public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers and mechanics employed on a public work project shall not be less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. The prime contractor shall obtain a Prevailing Rate Schedule from the: New York State Department of Labor, Bureau of Public Work, State Office Campus, Bldg. 12, Albany, NY 12240. The prime contractor must provide copies of this schedule to all subcontractors and obtain an affidavit certifying such schedule was received.



Town of Bedford
321 Bedford Road, Bedford Hills, NY 10507

Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Contractor/Subcontractor will indemnify and hold harmless the Town of Bedford, it's officers, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including reasonable legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Contractor/Subcontractor, it's officers, directors, agents, employees and subcontractors, in connection with the performance of any work by or for Contractor/Subcontractor pursuant to any contract, Purchase Order and/or related Proceed Order. Contractor/Subcontractor will defend and bear all costs of defending any actions or proceedings brought against the Town of Bedford, their officers, representatives, agents and employees, arising in any employee of the Contractor/Subcontractor and shall not be limited in any way by an amount or type of damage, compensations, or benefits payable under any applicable workers' compensation, disability benefits or other similar employees benefit act.

The Contractor/Subcontractor hereby expressly permits the Town of Bedford to pursue and assert claims against the Contractor/Subcontractor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

Company Title/Name: _____

Name: _____ Signature: _____

Date: _____

Nature/Scope of Work Being Performed: _____