



PURCHASING AUTHORITY
Town of New Milford, Connecticut
REQUEST FOR BIDS

Sealed bids will be received at the Purchasing Office until 3 p.m., on Thursday, June 27, 2019. Bids must be in a sealed envelope, addressed to the Purchasing Authority, 10 Main Street, New Milford, CT 06776, and **clearly marked:** Earth Products 19/20. Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, June 27, 2019 at 3:30 p.m. Late bids will be considered informal and rejected.

INTENT: The Town is seeking competitive bids from qualified suppliers of stone and other earth products.

Specifications and bid forms must be obtained online at www.newmilford.org.

The Purchasing Authority reserves the right to reject any and all bids. In addition to the bid specifications, all bids are subject to the terms, provisions and conditions of the New Milford "Municipal Purchases" Ordinance, set forth in Article III, Section 2-92 (a) through (o) inclusive, of the Code of New Milford. By bidding on the proposed purchase, the bidder agrees to such terms, provisions and conditions.

Any bidder found by the Purchasing Authority to be delinquent in the payment of taxes and/or sewer use charges due to the Town of New Milford shall be subject to the provisions of Section 2-92 (e) of the Code of New Milford. Copies of the Bid Ordinance may be obtained at the Office of the Town Clerk, Town Hall.

Pete Bass, Mayor
An Equal Opportunity/Affirmative Action Employer

TOWN OF NEW MILFORD
Department of Public Works
Earth Products

INTENT:

The Town of New Milford is soliciting competitive bids from qualified suppliers for Earth Products. Prices provided by the successful bidder shall remain in effect for a (1) year period following the award of the bid. The successful bidder shall furnish all materials, labor, equipment and services necessary to supply and deliver Earth Products & Associated Materials to the Town of New Milford as specified herein.

SUBMISSION, RECEIPT AND OPENING OF BIDS:

The Town of New Milford, CT (“Town” or “Municipality”) invites bids on the project described herein. All blanks must be appropriately filled in. Bids will be received by the Purchasing Authority until 3:00 PM on Thursday, June 27, 2019 and then publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed, and delivered to:

Purchasing Authority - Town of New Milford, CT
Roger Sherman Town Hall – Lower Level
10 Main Street
New Milford, CT 06776

Said submissions should be clearly designated as Bid for Earth Products 19/20. The Municipality reserves its right to consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof. The Municipality may accept or reject any or all bids or any portions thereof and take any action deemed to be in the best interest of the Town.

PREPARATION OF BID:

Two (2) original copies of each bid must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, his address, and **person of contact**. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above.

Only complete bids will be accepted. In order for a bid to be complete, it must include all of the following:

- A. Bid Forms
- B. Indemnification, Acknowledgement & Agreement
- C. Non-Collusion Affidavit of Prime Bidder
- D. Certificates of Insurance

ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally, **either in person or via phone.**

Every request for such interpretation must be in writing and addressed to:

Michael Boucher
MBoucher@newmilford.org

and, to be given consideration, must be received at least seven (7) business days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted no later than seven (7) calendar days prior to the date fixed for the opening of the bids. Any addenda shall be posted on the State of Connecticut's DAS Website as well as the Town's website, www.newmilford.org. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

ESTIMATED QUANTITY:

Actual amounts purchased by the Town may vary. There are no estimated quantities with this bid package. Other earth products may be required from time to time during the contract period. Bidders are encouraged to provide pricing and cut sheets for other standard public works construction products (i.e. other materials such as previous fill) that may not have been specified in the bid.

DELIVERY:

Earth Products shall be delivered to and offloaded at the DPW yard located at 6 Young's Field Road, New Milford, CT. Deliveries will be accepted during normal work hours, 6:30 a.m. to 2:30 p.m., Monday through Friday excluding Town Holidays. On occasion, products may be required to be delivered to a specific jobsite in lieu of the Town Yard.

Products shall be delivered by filling individual Purchase Orders created by the Town. Purchase Orders will be made to allow product delivery in full triaxle loads. Coordination of all deliveries shall be made through our Highway Department. Deliveries are expected to be made within one week of request.

MATERIAL SPECIFICATIONS:

All materials shall conform to Connecticut DOT Form 816 current supplement. All earth products shall be in full conformance with Connecticut DOT Standard Drawings.

ADMINISTRATIVE REQUIREMENTS & RECORDS:

The successful bidder shall prepare and submit documentation and invoices to the Town which clearly demonstrate quantities of materials shipped and received. As a minimum the following paperwork should be provided with each shipment:

- Shipping Ticket including the purchase order number, quantities and type of material on board
- Invoices shall include Purchase Order Number

EQUIPMENT:

The successful bidder shall utilize delivery equipment in excellent mechanical condition. A sufficient amount of delivery equipment shall be made available in order to fulfill delivery orders within the time limits specified herein.

QUALITY CONTROL:

The Town may request material certifications or may test the products delivered by an outside laboratory to confirm compliance with specifications.

SAFETY & ENVIRONMENTAL COMPLIANCE:

The successful bidder must follow all applicable OSHA standards for performing the work at all times. Failure to follow applicable OSHA standards is grounds for immediate cancelation of the contract.

The successful bidder shall maintain strict conformance with all environmental regulations and standards set forth by CT DEEP as well as all other applicable federal, state or local requirements.

BASIS OF PAYMENT:

Bidders shall submit net unit prices DELIVERED AND OFFLOADED per each item. All materials shall be delivered to New Milford, Connecticut.

The bid unit price shall be deemed all inclusive (i.e. fuel costs, labor, insurances, equipment, materials, services, etc) necessary to manufacture, supply and deliver the products.

BIDDER QUALIFICATIONS:

Bidders must have a minimum of (5) years' experience supplying earth products to Municipalities or to the Department of Transportation in the State of Connecticut.

In determining the qualification of a Bidder, the Town may consider the record and the performance of any contracts for similar work, which may have been previously performed. The Town shall make such investigation as deemed necessary to determine the ability of the Bidder to perform the work.

BASIS OF AWARD:

The following factors will be considered in selecting a contractor:

- Lowest cost responsible bidder
- The ability, capacity and skill of the bidder to supply the products required
- Whether the Bidder can provide the materials within the specified time, without delay or interference
- The Town reserves the right to award the bid in full or by individual items

INSURANCE REQUIREMENTS:

A certificate of Insurance is required to be submitted upon execution of any agreement. The Contractor must carry the following minimum insurance coverages:

A. Commercial General Liability (Form 1988 ISO Occurrence Form or equivalent)

Limits of Liability shall be combined bodily injury and property damage:

General Liability per occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal Injury	\$1,000,000
Each Occurrence Aggregate	\$2,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

The insurer shall waive all rights of subrogation on all applicable policies against the Town of New Milford, the New Milford BOE, its officers, employees and volunteers arising from all contracts, agreements and work performed by the Contractor for the Town of New Milford.

B. Automotive Liability, including owned vehicles, hired vehicles and non-owned vehicles.

Limits of insurance shall be combined single limit bodily injury and property damage:
\$1,000,000

Umbrella limits over Automotive Liability limits may be used to make up the required limits.

C. Statutory Workers Compensation and Employers Liability

Each Accident	\$ 100,000
Disease – each employee	\$ 100,000
Disease policy limit	\$ 500,000

Or in accordance with the requirements of the laws of the State, whichever is greater.

- D. Umbrella/Excess: \$2,000,000
- E. If Umbrella Liability is used to make up required limits, the policy shall not reduce or restrict coverage provided by the underlying Commercial General Liability or Automotive Liability insurance policies.

Umbrella limits over General Liability limits may be used to make up the required limits. The additional insured coverage **MUST** be provided by the Umbrella to mirror the General Liability coverage.
- F. Insurance carriers providing the required insurance coverages must have an A.M. Best’s financial rating of “A-VII” or better.
- G. The Town of New Milford, its officials, employees, and volunteers, **MUST** be named as additional insured on a primary and non-contributory basis. The policy endorsement evidencing this coverage must be provided with the Certificate of Liability Insurance.
- H. Note these limits are not all inclusive and are subject to change to reflect scope and cost of individual projects. These minimum required limits are not a limitation of contractor liability.
- I. Any changes in insurance coverage will require thirty (30) days notice to the Town of New Milford.

TECHNICAL SPECIFICATIONS

1” Surface Gravel

Surface Gravel materials that consist of Sand and Gravel, approved Reclaimed Miscellaneous Aggregate and or stone that meet the requirements contained herein. Provide materials well graded from coarse to fine and free from organic or other deleterious materials. The material proposed under this bid shall be readily available at the bidder’s yard. All testing requirements and specifications apply to material tested at the stockpile location or delivery to the Town. Materials will be rejected if it is determined to contain any unsound or deleterious materials.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
1.5"	100%
3/4"	90-100%
1/4"	40-60%
#10	25-45%
#100	8-15%
#200	3-10%

Plasticity Index 4-12%

Testing and material to match sieve above and follow CT DOT 816 current version and Section M.02.06.

Concrete, Portland Cement per M.03.01 - Cool Grey Downtown Sidewalks

O+G

Product Code - 7021

Product Description

- State Class F

- 3/4"

- Cool-Gray Color (0256M)

Slump - 1-3"

Air - 6-7%

1/4" 3X Washed Stone

1/4" 3X washed stone must be delivered in amounts of 50 ton per order and be delivered to 533 Danbury Road in New Milford, CT. Entry to facility has tight corners and is better served with a Tri Axle dump truck or small dump trailer. Vehicle must be able to back indoors to dump at this facility.



PURCHASING AUTHORITY
Town of New Milford, Connecticut
INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT

BID: Earth Products 19/20

BID OPENING: June 27, 2019

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Town of New Milford, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of New Milford. In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor acknowledge and understands that the Town of New Milford has adopted as its policy, the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time. Contractor further agrees to comply with such mandates.

Signature

Title

Company

Date

An Equal Opportunity/Affirmative Action Employer

Town of New Milford, Connecticut
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Connecticut

County of _____

_____ being first duly sworn affirms that:

He is _____ of _____, the Bidder that has submitted the attached bid;

He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

Such Price is genuine and is not a collusive or sham bid;

Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of New Milford, or any person interested in the proposed Contract; and

The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees or parties in interest, including this affiant.

Signature: _____ Printed name: _____

Title: _____ Company: _____

Date: _____

CERTIFICATE OF ACKNOWLEDGMENT

On this the ____ day of _____, 2019, before me, _____ a Notary Public or Commissioner of the Superior Court or Justice of the Peace in and for said state, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged that (he/she/they) executed, in authorized capacity, the same for the purposes therein contained.

WITNESSS whereof I hereunto set my hand:

Notary Public/Commissioner of the Superior Court/Justice of the Peace (circle one)

My Commission Expires/Juris Number (circle one)

**Town of New Milford, Connecticut
Purchasing Authority**

Earth Products Picked up				
Item #	Work Description and Unit Price in Words	UO M	Unit Price(\$)	Total(\$)
<u>BASE BID</u>				
1	Bank Run Gravel - per M.02.02	Ton		
	_____ dollars and _____ cents			
2	1-1/4" Processed Gravel - per M.02.06	Ton		
	_____ dollars and _____ cents			
3	1/4" 3X Washed Stone	Ton		
	_____ dollars and _____ cents			
4	1-1/4" Washed Stone	Ton		
	_____ dollars and _____ cents			
5	3/4" Angular Stone	Ton		
	_____ dollars and _____ cents			
6	1-1/4" Angular Stone	Ton		
	_____ dollars and _____ cents			
7	2" Angular Stone	Ton		
	_____ dollars and _____ cents			
8	Standard Rip Rap - 15" to 30" per M.02.xy	Ton		
	_____ dollars and _____ cents per CY			
9	Intermediate Rip Rap - 6" to 12" per M.02.xy	Ton		
	_____ dollars and _____ cents per LF			
10	Modified Rip Rap - 4" to 8" per M.02.xy	Ton		
	_____ dollars and _____ cents per SY			
11	Concrete Sand	Ton		
	_____ dollars and _____ cents per CY			

Company Name

Date

Signature

Printed Name

**Town of New Milford
Purchasing Authority**

Earth Products Picked up - Base Bid Continued				
Item #	Work Description and Unit Price in Words	UO M	Unit Price(\$)	Total(\$)
12	Mason Sand	Ton		
	_____ dollars and _____ cents per CY			
13	Dead Sand	Ton		
	_____ dollars and _____ cents per LF			
14	Beach Sand	Ton		
	_____ dollars and _____ cents per LF			
15	3/8" Armor Stone	Ton		
	_____ dollars and _____ cents per LF			
16	1" Surface Gravel per attached specification	Ton		
	_____ dollars and _____ cents per LF			
17	Concrete, Portland Cement per M.03.01 - Class "A"	CY	N/A	
	_____ dollars and _____ cents per LF			
18	Concrete, Portland Cement per M.03.01 - Class "C"	CY	N/A	
	_____ dollars and _____ cents per LF			
19	Concrete, Portland Cement per M.03.01 - Class "F"	CY	N/A	
	_____ dollars and _____ cents per LF			
20	Concrete, Portland Cement per M.03.01 - Cool Grey Downtown Sidewalks	CY	N/A	
	_____ dollars and _____ cents per LF			

Company

Signature

Printed Name

Includes Addenda No. _____ Dated _____

**Town of New Milford
Purchasing Authority**

Earth Products Delivered - Base Bid Continued

Item #	Work Description and Unit Price in Words	UO M	Unit Price(\$)	Total(\$)
12	Mason Sand	Ton		
	_____ dollars and _____ cents per CY			
13	Dead Sand	Ton		
	_____ dollars and _____ cents per LF			
14	Beach Sand	Ton		
	_____ dollars and _____ cents per LF			
15	3/8" Armor Stone	Ton		
	_____ dollars and _____ cents per LF			
16	1" Surface Gravel per attached specification	Ton		
	_____ dollars and _____ cents per LF			
17	Concrete, Portland Cement per M.03.01 - Class "A"	CY	N/A	
	_____ dollars and _____ cents per LF			
18	Concrete, Portland Cement per M.03.01 - Class "C"	CY	N/A	
	_____ dollars and _____ cents per LF			
19	Concrete, Portland Cement per M.03.01 - Class "F"	CY	N/A	
	_____ dollars and _____ cents per LF			
20	Concrete, Portland Cement per M.03.01 - Cool Grey Downtown Sidewalks	CY	N/A	
	_____ dollars and _____ cents per LF			

Signature

Printed Name

Title

Includes Addenda No. _____ Dated _____

TOWN OF NEW MILFORD

EARTH PRODUCTS BID PROPOSAL

The Town reserves the right to increase or decrease Estimated Quantities at its discretion. The Town reserves the right to reject any or all proposals if deemed in the best interest of the Town. A material and labor payment bond will be required upon award of the contract. Prices shall be in effect for (1) year from date of bid award.

THE UNDERSIGNED BIDDER UNDERSTANDS THAT, IN ADDITION TO THE BID SPECIFICATIONS, ALL BIDS ARE SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS OF THE NEW MILFORD "MUNICIPAL PURCHASES" ORDINANCE, SET FORTH IN ARTICLE III, SECTION 2-92 (a) THROUGH (o) INCLUSIVE, OF THE CODE OF NEW MILFORD.

The undersigned submits this proposal without collusion with any other individual or corporation.

(Company)

(Print Name)

(Address)

(Signature – Authorized Officer)

(Phone Number)

(Title)

(Witness)

(Date)