



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 13, 2019. Bids must be in a sealed envelope, addressed to the Purchasing Authority, 10 Main Street, New Milford, CT 06776, and **clearly marked:** Bituminous Concrete Materials 2019-2020. Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, June 13, 2019 at 3:30 p.m. Late bids will be considered informal and rejected.

INTENT: The Town is soliciting competitive bids from qualified firms for the supply and delivery of bituminous concrete materials.

Specifications and bid forms must be obtained online at www.newmilford.org. When applicable, state bids will be considered for this product/service.

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

Bituminous Concrete Materials 2019-2020

1. BID DESCRIPTION:

The Town of New Milford (Town) is soliciting competitive bids from qualified suppliers for bituminous concrete materials. Prices provided by the successful bidder shall remain in effect through December 31, 2020. The successful bidder shall furnish all materials, labor, equipment and services necessary to supply and deliver bituminous concrete materials and associated materials to the Town of New Milford as specified herein.

2. RECEIPT AND OPENING OF BIDS:

The Town of New Milford invites bids on the form attached hereto. All blanks must be appropriately filled in. Bids will be received by The Purchasing Authority at the Purchasing Office, Town Hall, 10 Main Street, New Milford, Connecticut, until 3:00 p.m. on Thursday, June 13, 2019 after which time it will publicly opened and read aloud.

The envelopes containing the bids must be sealed, addressed to The Purchasing Authority, Town of New Milford, 10 Main Street, New Milford, CT 06776 and designated as Bid for Bituminous Concrete Materials 2019/2020. The Town may 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 or all portions of bidders and take any action deemed to be in its best interest.

3. PREPARATION OF BID:

Each bid must be submitted on the prescribed form(s). 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 the name of the project for which the bid is submitted. 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 the following:

- A. Bid Form(s)
- B. Indemnification, Acknowledgement & Agreement
- C. Non-Collusion Affidavit of Prime Bidder
- D. Insurance

4 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. At a minimum the following paperwork should be provided with each shipment:

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

5. TECHNICAL SPECIFICATIONS

- a) **ESTIMATED QUANTITY:** Actual amounts purchased by the Town may vary. There are no estimated quantities with this bid package. Other bituminous concrete materials 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 that may not have been specified in the bid.
- b) **PICK UP:** Materials shall be picked up by the Town of New Milford or a Town contractor with written permission of the Town. Pick up will be during normal work hours, 7 a.m. to 4:00 p.m., Monday through Friday excluding Town Holidays.
- c) **PURCHASE ORDERS:** Materials shall be picked up under Purchase Orders created by the Town. Purchase Orders will be made to allow for project or maintenance use. General coordination of deliveries shall be made through our Highway Department or Engineering Department.
- d) **MATERIAL SPECIFICATIONS:** All materials shall conform to Connecticut DOT Form 817 current supplement unless amended during the contract period. In such case, the bituminous concrete material shall comply with the last version of Form 817 or DAS bid.
- e) **EQUIPMENT:** The successful bidder shall utilize equipment in excellent mechanical condition. The plant shall be made available in order to fulfill pick-up orders within the time limits specified herein.

- f) **QUALITY CONTROL:** The Town may request material certifications or may test the products picked-up by an outside laboratory to confirm compliance with specifications.
- g) **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.
- h) **BASIS OF PAYMENT:** Bidders shall submit net unit prices PICKED UP per each item. 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. The bid will remain in effect until December 31, 2020 and may be extended an additional year upon a mutual written agreement between the Town of New Milford and successful bidder.

6. **BIDDER QUALIFICATIONS:**

Bidders must have a minimum of (5) years' experience supplying bituminous concrete materials to municipalities or to the State of Connecticut Department of Transportation.

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.

7. **ADDENDA AND INTERPRETATIONS:**

No interpretation of the meaning of the specifications or other documents will be made to any bidder orally. Every request for such interpretation must be in writing and addressed to Mike Boucher, Public Works Department, via email to be given consideration. Such requests must be received no later than 5 p.m. on Tuesday, June 4, 2019. 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 on the State of Connecticut's DAS Website as well as the Town's website, www.newmilford.org no later than noon on Thursday, June 6, 2019. 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.

8 BASIS OF AWARD: The following factors will be considered in selecting a contractor:

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

Questions regarding this bid should be directed to:

Mike Boucher, Highway Foreman – mboucher@newmilford.org

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.

INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT

BID: Bituminous Concrete Materials

BID OPENING: June 13, 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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(To Accompany Bid)

State of _____

Ss. _____

_____ being first duly sworn, deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;
- (3) Such Price is genuine and is not a collusive or sham Bid;
- (4) 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
- (5) 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.

(Signed) _____

Title

Subscribed and sworn to before me this _____ day of _____ 20 ____.

(Title) _____

My Commission Expires _____ 20 ____.

Town of New Milford

Bituminous Concrete Materials

Bid Proposal Sheet #1 of 2

Bituminous Concrete Materials - M.04.03		Year: 2019-2020		
Item #	Work Description and Unit Price in Words	UOM	Unit Price(\$)	Total(\$)
1	Bituminous Concrete Class I	Ton		
	_____ dollars and _____ cents			
2	Bituminous Concrete Class II	Ton		
	_____ dollars and _____ cents			
3	Bituminous Concrete Class IV	Ton		
	_____ dollars and _____ cents			
4	Bituminous Concrete Class 5 - cold patch	Ton		
	_____ dollars and _____ cents			
5	Bituminous Concrete Class 5A - cold patch	Ton		
	_____ dollars and _____ cents			
6	Bituminous Concrete Class 5B - cold patch	Ton		
	_____ dollars and _____ cents			
7	Bituminous Concrete Class 3 - Curb Mix	Ton		
	_____ dollars and _____ cents			
8	Bituminous Concrete - Driveway Mix	Ton		
	_____ dollars and _____ cents			

Company Name: _____

Address: _____

Phone: _____

Signature: _____

Printed Name: _____

Date: _____

This Bid Includes: Addenda No. _____ Dated _____

Town of New Milford
Bituminous Concrete Materials
 Bid Proposal Sheet #2 of 2

Bituminous Concrete Materials - M.04.03		Year: 2019-2020		
Item #	Work Description and Unit Price in Words	UOM	Unit Price(\$)	Total(\$)
9	Tack Coat 5 gallon pail	Ea		
	_____ dollars and _____ cents			
10	Tack Truck	Hourly		
	_____ dollars and _____ cents per LF			
11	Tack Truck Mobilization/Demobilization	Ea		
	_____ dollars and _____ cents per LF			
12	Tack Coat per gallon(0-1000 gallons)	Gal		
	_____ dollars and _____ cents per SY			
13	Bituminous Concrete Superpave Level 1 S0.25	Ton		
	_____ dollars and _____ cents			
14	Bituminous Concrete Superpave Level 1 S0.375	Ton		
	_____ dollars and _____ cents			
15	Bituminous Concrete Superpave Level 1 S0.5	Ton		
	_____ dollars and _____ cents			

Company Name: _____

Address: _____

Phone: _____

Signature: _____ Printed Name: _____

Date: _____

This Bid Includes: Addenda No. _____ Dated _____

The Town reserves the right to increase or decrease quantities at its discretion. The Town further reserves the right to reject any or all proposals if deemed in the best interest of the Town. Prices shall be in effect until December 31, 2020.

THE 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.