PURCHASING AUTHORITY
Town of New Milford, Connecticut

REQUEST FOR BIDS

Sealed bids will be received at the Office of the Director of Finance, Town Hall, New Milford, CT, 06776 until the hour of 3p.m., on Thursday, March 2, 2017. Bids must be enclosed in a sealed envelope, addressed to the Purchasing Authority, Town of New Milford, 10 Main Street, New Milford, CT 06776, and clearly marked:

BID: **Density Tester**

INTENT: It is the intent of the Town of New Milford, to purchase a non-nuclear density tester.

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.

Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, March 2, 2017, at 3 p.m. Bids received after that time will be considered informal and rejected.

Forms on which bids must be submitted may be obtained at the Office of the Director of Finance or online at www.newmilford.org.

When applicable, state bids will be considered for this product/service.

David Gronbach, Mayor

An Equal Opportunity/Affirmative Action Employer

TOWN OF NEW MILFORD
PUBLIC WORKS DEPARTMENT
TECHNICAL SPECIFICATIONS

Density Tester 2016-2017

INTENT:

It is the intent of the Town of New Milford Public Works Department to purchase *a non-nuclear density tester* as required by the Town of New Milford. Bid price shall include all delivery and freight in the unit price and shall remain in effect for 90 days following award of the bid. The Town reserves the right to accept or reject any and all bids in part or in whole. The town further reserves the right to use the next lowest bidder or responsive bidder should the low bidder not be able to begin delivery with in the 30 day period from ordering. All bids are to be typed and not hand written. The town reserves the right to reject all materials that do not meet the specifications set forth herein.

GENERAL SPECIFICATIONS:

Density Tester for bituminous concrete
- This shall be a non-nuclear gauge.
- The gauge shall measure density of bituminous concrete.
- The gauge shall measure temperature and moisture levels.
- The tester shall include a case, test or reference block, and AC charger.

Density Tester for earth products
- This shall be a non-nuclear gauge.
- The gauge shall measure density of earth products
- The gauge shall measure temperature and moisture levels.
- The tester shall include a case, test or reference block, and AC charger.

Training
- All bidders shall supply an authorized trainer available on staff. A minimum of 4 hours of field training shall be included in the bid and shall be conducted by the trainer on-site in New Milford (date(s) to be determined) to fit Town of New Milford's paving schedule.
- Training shall include field testing of earth products and paving in the Town of New Milford, calibration, and routine maintenance.

Additional items, service or considerations should be listed separately.

Call Daniel Stanton, PE, Town Engineer at 860-355-6040 or email dstanton@newmilford.org with any questions.

ADMINISTRATIVE REQUIREMENTS:

Quantity: The Town has estimated, for the bidders' information only, that approximately 1 unit of each type will be required throughout said contract period of the Density Tester.

Submittal: The bidders shall provide all specification sheets for the product on which they bid for evaluation purposes. All bids shall include warranty information and recommended service schedules. All bids shall provide two copies; one for the purchasing authority and one for the engineering department.

INSURANCE REQUIREMENTS:

A certificate of Insurance will be required to be submitted upon execution of the 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 Aggregate	$2,000,000*
Products and Completed Operations Aggregate	$2,000,000
Personal Injury	$2,000,000
Each Occurrence for Bodily Injury and Property Damage	$2,000,000
Fire Damage (Any One Fire)	$ 50,000
Medical Expense (Any One Person)	$ 5,000

*General Aggregate MUST include per person endorsement.

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

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.

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
$2,000,000

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

E. Insurance carriers providing the required insurance coverages must have an A.M. Best's financial rating of "A-VII" or better.

F. The Town of New Milford, its officials, employees, and volunteers, MUST be named as additional insured with reference to this project on a primary basis. The policy endorsement evidencing this coverage must be provided with the Certificate of Liability Insurance.

G. Any changes in insurance coverage will require thirty (30) days notice to theTown of New Milford by certified mail with return receipt requested.

Density Tester 2016-2017

INFORMATION FOR BIDDERS:

All proposals must be enclosed in a sealed envelope addressed to the PURCHASING AUTHORITY Attention: Valerie Douglass, 10 Main Street, New Milford, Connecticut 06776 and clearly marked:

Equipment	**Unit Price Each**
Non-Nuclear Density Tester for Bituminous Concrete	$
Approximate Weeks to Delivery after award and purchase order issued: _____	
Non-Nuclear Density Tester for Earth Products	$
Approximate Weeks to Delivery after award and purchase order issued: _____	
Training(min. 4 hours off site and list location for four people)	$
Training(min. 4 hours on site in New Milford for four people)	$
Training(min. 4 hours field training in New Milford for four people)	$

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

_____ (Witness)

_____ (Signature)

_____ (Date)

_____ (Title)

_____ (Address and Phone #)

_____ (Company)

PURCHASING AUTHORITY
Town of New Milford, Connecticut

INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT

BID: Density Testers

BID OPENING: March 2, 2017

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___.