



PURCHASING AUTHORITY  
Town of New Milford, Connecticut  
**REQUEST FOR BIDS – Drainage Pipe**

Sealed bids will be received at the Purchasing Office until 3 p.m., on Thursday, May 31, 2018. Bids must be in a sealed envelope, addressed to the Purchasing Authority, 10 Main Street, New Milford, CT 06776, and **clearly marked:** Drainage Pipe 18/19. Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, May 31, 2018 at 3:30 p.m. Late bids will be considered informal and rejected.

**INTENT:** The Town is seeking competitive bids from qualified suppliers for Drainage Pipe Products.

Specifications and bid forms may only be obtained online at [www.newmilford.org](http://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  
PUBLIC WORKS DEPARTMENT**

**Drainage Pipe Technical Specifications  
2018-2019**

**INTENT:**

It is the intent of the Town of New Milford Public Works Department to purchase drainage pipe, as required.

**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, May 31, 2018 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, CT and designated as Bid for Drainage Pipe 2018/2019. 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.

**PREPARATION OF BID:**

Each bid must be submitted on the prescribed form. 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 all of the following:

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

**GENERAL REQUIREMENTS:**

1. For the purposes of this bid, the term "interlocking" refers to plastic pipe, which does not require the use of a collar to make a connection, as the locking system is built in to the end of the pipe.
2. Refer to the attached sheets for size and type of pipe required.

**ADMINISTRATIVE REQUIREMENTS:**

1. Cost of pipe to include the following:
  - a. Delivery to the highway yard (6 Young's Field Road) or the required job site in the Town of New Milford, as specified at time of order.
  - b. Bands, nuts, bolts and fasteners shall be supplied for the pipe except the interlocking pipe.
  - c. Lubricant for gasket interlocking pipe.
2. The cost of each size and type of pipe should be per linear foot.
3. The Public Works Department reserves the right to use either collared or interlocking plastic pipe as deemed appropriate. These two types of plastic pipe are to be treated as separate bid items.
4. Any questions should be directed to the Town of New Milford Public Works Department (860) 355-6040, Daniel Stanton, PE, Town Engineer/Quality Assurance Manager, Fax (860) 355-6045.

**PRICES TO BE IN EFFECT FOR 1 (ONE) YEAR FROM DATE OF BID AWARD**

**Bid may be extended for an additional year upon mutual written agreement between the Town of New Milford and successful bidder.**

**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	\$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

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: \$2,000,000

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 Access: \$ 5,000,000

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

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

**BID: Drainage Pipe 2018-2019**

**BID OPENING: May 31, 2018**

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 for Drainage Pipe:

(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 \_\_\_\_\_ 2018.

\_\_\_\_\_(Title)\_\_\_\_\_

My Commission Expires \_\_\_\_\_ 20\_\_\_\_.

### SOLID PIPE

Diameter	Metal Gauge	Corrugated Metal Pipe – Aluminized - Note "\$"/LF	Interlocking High Density Polyethylene (Type S) * Note "\$"/LF and Manufacturer Make and Model
6"	16		
12"	16		
15"	16		
18"	16		
24"	16		
30"	14		
36"	14		
48"	10		
60"	10		
72"	10		
96"	10		

\*All pipe to conform to AASHTO M294-94 and MP6-95.

### PERFORATED PIPE

Diameter	Metal Gauge	Corrugated Metal Pipe – Aluminized – Note "\$"/LF	Interlocking High Density Polyethylene (Type SP)* Note "\$"/LF and Manufacturer Make and Model
6"	16		
12"	16		
15"	16		
18"	16		
24"	16		

\*All pipe to conform to AASHTO M294-94 and MP6-95.

Company Name: \_\_\_\_\_

**Town of New Milford Drainage Pipe 18/19**

**FLARED ENDS**

<b>Diameter</b>	<b>Metal Gauge</b>	<b>Aluminized “\$”</b>	<b>High Density Polyethylene “\$”</b>
<b>12"</b>	<b>16</b>		
<b>15"</b>	<b>16</b>		
<b>18"</b>	<b>16</b>		
<b>24"</b>	<b>16</b>		
<b>30"</b>	<b>14</b>		
<b>36"</b>	<b>14</b>		

**Please quote the following:**

6" Flexible drainage pipe, highway grade,  
not wrapped

\_\_\_\_\_ Per linear ft.      Roll size: \_\_\_\_\_ LF

8" Flexible drainage pipe, highway grade,  
not wrapped

\_\_\_\_\_ Per linear ft.      Roll size: \_\_\_\_\_ LF

**Please quote the following:**

6" Flexible drainage pipe, highway grade

\_\_\_\_\_ Per linear ft.      Roll size: \_\_\_\_\_ LF

8" Flexible drainage pipe, highway grade

\_\_\_\_\_ Per linear ft.      Roll size: \_\_\_\_\_ LF

**Guaranteed Delivery Time (After order has been placed)\_\_\_\_\_ (Hours/Business Days).**

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.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Email)