



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, 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: Drainage Pipe. 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: To solicit competitive bids from qualified suppliers for Drainage Pipe Products.

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
PUBLIC WORKS DEPARTMENT**

Bid for 2019-2021 Drainage Pipe

1. DESCRIPTION:

The Town of New Milford is soliciting competitive bids from qualified suppliers for Drainage Pipe Products. Prices provided by the successful bidder shall remain in effect for a two (2) year period following the award of the bid. The successful bidder shall furnish all materials, labor, equipment and services necessary to **supply and deliver** Drainage Pipe 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 27, 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 Drainage Pipe 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. 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.
3. 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.
4. The cost of each size and type of pipe should be per linear foot.
5. 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.

5. DELIVERY:

Pipe shall be delivered to the Department of Public Works, located at 6 Young's Field Road, New Milford, CT. Deliveries will be accepted during normal work hours, 7:00 a.m. to 3:00 p.m., Monday through Friday, excluding Town Holidays.

6. 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 onboard
- Invoices shall include the Purchase Order Number

7. EQUIPMENT:

The successful bidder shall utilize delivery equipment in excellent mechanical condition.

8. QUALITY CONTROL:

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

9. 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.

10. 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 18, 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 20, 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.

11. BASIS OF PAYMENT:

Bidders shall submit net unit prices DELIVERED AND OFFLOADED per each item. All materials shall be delivered to New Milford, Connecticut, as outlined in Item #4.

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

12. BIDDER QUALIFICATIONS:

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.

13. BASIS OF AWARD:

The following factors will be considered in selecting a contractor:

- Lowest cost responsible bidder
- Proximity of the manufacture to the Town of New Milford
- The ability, capacity and skill of the bidder to supply the products required in a reasonable amount of time.
- Whether the Bidder can provide the materials within the specified time, without

delay or interference and past quality of materials

- The Town reserves the right to award the bid in full or by individual item

14. TERM:

Prices to be in effect for 2 (two) years 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(s).

15. CONTACT:

Questions regarding this bid should be directed to:

Michael Boucher, Highway Foreman via email at mboucher@newmilford.org.

16. 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:

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.

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.

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.

Umbrella/Excess: \$2,000,000

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.

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

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.

Any changes in insurance coverage will require thirty (30) days' notice to the Town of New Milford.



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

BID: Drainage Pipe 2019-2020

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:

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.

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 Drainage Pipe 2019-2020
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.

**Town of New Milford Drainage Pipe 2019-2020
FLARED ENDS**

Diameter	Metal Gauge	Aluminized "\$"	High Density Polyethylene "\$"
12"	16		
15"	16		
18"	16		
24"	16		
30"	14		
36"	14		

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, wrapped _____ Per linear ft. Roll size: _____ LF

8" Flexible drainage pipe, highway grade, wrapped _____ 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)