



PURCHASING AUTHORITY  
Town of New Milford, Connecticut  
**REQUEST FOR BIDS – Liquid Asphalt Emulsion**

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:** Liquid Asphalt Emulsion 2019. 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 intends to award a bid for CRS-1 or 2/CMS-1 or 2 Liquid Asphalt Emulsion.

Specifications and bid forms must 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.

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Pete Bass, Mayor  
An Equal Opportunity/Affirmative Action Employer

**TOWN OF NEW MILFORD**  
**CRS-1 or 2/CMS-1 or 2 Liquid Asphalt Emulsion for Pothole Patching Vehicle**  
**2019 SPECIFICATIONS**

**INTENT:**

It is the intent of the Town of New Milford Public Works Department to award a bid for CRS-1 or 2/CMS-1 or 2 Liquid Asphalt Emulsion to be used in our 2019 DuraPatcher P5 Pothole Patching Machine. This bid shall consist of furnishing the necessary material needed to supply our pothole patching machine year round, including winter and summer mix, which will be stored in our 4000gal heated storage tank located at 533 Danbury Rd. New Milford, CT.

**1. 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 13, 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 2019 Liquid Asphalt Emulsion. 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.

**2. PREPARATION OF BID:**

**Two (2) original copies** of each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten. 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 Form
- B. Indemnification, Acknowledgement & Agreement
- C. Non-Collusion Affidavit
- D. Certificate(s) of Insurance

**3. QUALIFICATIONS OF BIDDER:**

The Municipality may make whatever investigations it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Municipality all information and data for this purpose as the Municipality may request. The Municipality reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Municipality that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

**4. 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, Highway Foreman  
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](http://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.

**5. ADMINISTRATIVE REQUIREMENTS:**

1. This bid will be awarded for the total bid amount per category.
2. All MSDS sheets shall be supplied with the bid by the contractor to be kept on file at the Public Works Department.

**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.**

## **6. GENERAL SPECIFICATIONS:**

### **Materials:**

1. CRS-1 or 2 Liquid Asphalt Emulsion Summer Mix
2. CMS-1 or 2 Liquid Asphalt Emulsion Winter Mix

All materials for this bid shall be the correct and proper material to be used in a 2019 Durapatcher P5 pothole patching machine

Deliveries will be made as requested and within two to three days of request. A call prior to delivery is also necessary as the site material is stored at is unmanned.

Deliveries must be made in a single type vehicle as entry to storage location is limited. A tractor trailer type vehicle will not be able to make delivery to this location.

Deliveries will be in quantities of 3000 gal per delivery

## **7. 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
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 Access: \$ 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.

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

**BID:** Liquid Asphalt Emulsion 2019-2020

**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

An Equal Opportunity/Affirmative Action Employer

**Town of New Milford, Connecticut  
Purchasing Authority  
NON-COLLUSION AFFIDAVIT**

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: \_\_\_\_\_

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**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  
Liquid Asphalt Emulsion  
Bid Sheet

Emulsion for Pothole Patching Truck			
Item	Work Description	UOM	Price/3000 Gal
1	CRS-1	3000 Gal.	
	Liquid Asphalt Emulsion Summer Mix		
2	CRS-2	3000 Gal.	
	Liquid Asphalt Emulsion Summer Mix		
3	CMS-1	3000 Gal.	
	Liquid Asphalt Emulsion Winter Mix		
4	CMS-2	3000 Gal.	
	Liquid Asphalt Emulsion Winter Mix		

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

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

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

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

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

\_\_\_\_\_  
(City, State, Zip)

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

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