



PURCHASING AUTHORITY  
Town of New Milford, Connecticut  
**Scrap Metal – Battery Recycling Bid**

Sealed bids will be received at the Office of the Director of Finance until the hour of 3 p.m., on Thursday, March 1, 2018. 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: Scrap Metal/Battery Recycling 17/18**

**INTENT:** The Town is requesting pricing on Scrap Metal and Battery removal from the New Milford Recycling Center

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 1, 2018, at 3:30 p.m. Bids received after that time will be considered informal and rejected.

Forms on which bids must be submitted may be obtained online at [www.newmilford.org](http://www.newmilford.org). When applicable, state bids will be considered for this product/service.

  
\_\_\_\_\_  
Pete Bass, Mayor  
An Equal Opportunity/Affirmative Action Employer

**TOWN OF NEW MILFORD  
PUBLIC WORKS DEPARTMENT  
SPECIFICATIONS**

**“SCRAP METAL AND BATTERY RECYCLING”  
2017-2018**

**INTENT:**

It is the intent of the Town of New Milford Public Works Department to request pricing on Scrap Metal and Battery removal from the New Milford Recycling Center located at 18 Young’s Field Road, New Milford, CT 06776.

**GENERAL SPECIFICATIONS:**

**1. SCRAP METAL**

Bidders should respond with their per ton FIXED FEE to be subtracted from the going market price for Scrap Metal based upon the American Metal Market (AMM) (export yard buying prices) for No. 2 Bundles – Philly Market. The fixed fee price submitted shall reflect any and all costs and/or fees for the vendor to supply containers, weigh the full load, haul the containers, and any other administrative costs/fees needed to fulfill these contract requirements. The vendor must immediately upon pickup of a container weigh the truck at the mutually agreed upon certified scale location.

The awarded vendor will then PAY the Town of New Milford the difference between the AMM price on the day of pick-up minus the per ton fixed fee submitted, multiplied by the actual tonnage of scrap metal picked up from the Recycling Center. Payment shall be made on a monthly basis via check made payable to “Town of New Milford” and will be accompanied by a statement showing, at a minimum, the actual pickup date, the truck weight (empty), the truck weight (full), the gross scrap metal tons (rounded to 2 decimal places), the AMM price on the day of pickup, the vendors fee, and the net payment to the Town of New Milford. The statement must be accompanied by the AMM price sheet and the weight ticket from the certified scale.

The awarded vendor must supply the Town of New Milford with the AMM price sheet for each day that a collection is made. The Vendor also agrees to supply the Town of New Milford with a container in good condition. These containers must be maintained in good condition throughout the contract period and will be switched upon demand with no additional charge for trucking and/or dumpsters.

**2. BATTERIES**

Bidders should respond with their **per pound** price to be paid to the Town for automotive batteries.

- a) Batteries that are picked up by the vendor at the Center
- b) Batteries that are delivered to your location

**ADMINISTRATIVE REQUIREMENTS:**

1. Questions should be directed to: Robert Hanna, Recycling Center Foreman/Manager via email @ [rhanna@newmilford.org](mailto:rhanna@newmilford.org) - Questions MUST be received no later than seven (7) calendar days before the bid opening. In order to be fair to all bidders, questions must be received in written form. It will be incumbent upon the Bidder to check the Town's website, [www.newmilford.org](http://www.newmilford.org), for any addenda issued.
2. Bids prices shall remain in effect for sixty (60) days.
3. Liability insurance to be included with bid according to Town requirements. Failure to do so will result in forfeit of bid.
4. Bidders must submit with their bid package the "AMM Scrap Iron and Steel Prices" for the day prior to the bid due date.
5. Bidders must also submit, in writing at the time of bid, their proposed scale location(s) to be used throughout the contract period.

**A. Contract Time Limit**

The contract will run for one (1) full year from the date of award. The Town reserves the right to extend the contract for up to one year, upon mutual written agreement. The Town further reserves the right to cancel the contract after giving a 60 day written notice to do so.

**B. Award and/or Rejection of Bids**

The Town will evaluate each proposal to determine if the bidder has demonstrated experience for performing the required service, if they are properly licensed and permitted, if they have the proper equipment in both sufficiency and rating to perform the work, and if references support the quality, courteous, efficient and professional service expected as part of the contract.

Contract will be awarded to the responsible Bidder submitting a valid and complete response to this bid request and complying with the conditions of these specifications that will net the Town of New Milford the highest possible value for these commodities. Bidder to whom the award is made will be notified at the earliest possible date.

**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.** The Owner, therefore, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest. Additionally, the right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to properly carry out the terms of the Contract.

**C. Pick-up Schedule**

The Town's Recycling Center is open to the public on Tuesday through Friday from 7:15 a.m. to 3:15 p.m. and on Saturdays from 8:00 a.m. to 3:00 p.m. On Mondays, the Center is only open to Town personnel and waste haulers for disposal/hauling means. Generally, the Town will call the hauler at least twenty-four (24) hours in advance of the need for pickup service. Because the Center is closed on Monday's (or Tuesday if Monday is a Holiday) the Town will make every effort to schedule hauls for those days. Service must be completed within 24 hours of request that includes Saturdays (provided the disposal site is open).

**Note:** A key to the gate will be provided to the hauler for pickups on days the center is closed or early pickups. NO pick-ups before 7:00 a.m. will be permitted because of residents in the area. The hauler will be responsible for maintaining the key and securing the Recycling Center after use. The hauler will pay all costs associated with lost keys or damage to the facility due to negligence. Any costs associated with opening the Recycling Center during non-operating hours will be borne by the hauler.

**D. INFORMATION FOR BIDDERS:**

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 Office of Finance, Town Hall, 10 Main Street, New Milford, Connecticut, until 3:00 p.m. on Thursday, March 1, 2018.

All proposals must be enclosed in a sealed envelope addressed to the PURCHASING AUTHORITY and clearly marked: **"SCRAP METAL AND BATTERY RECYCLING" 2017-2018**

**E. Bid Forms:**

These specifications include a complete set of Bid and Contract Forms which are for the convenience of Bidders. This package, in its entirety, will make up the Contract Agreement and all the required Bid Forms are to be filled out, signed, dated and stamped (if required) at the time of Bidding.

**I. Collusive Agreement:**

Each Bidder submitting a Bid to the Owner for the work contemplated by the Documents on which bidding is based, shall execute and attach thereto, the Non-Collusion Affidavit(s) on the form(s) herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any Bid submitted.

**II. Indemnification Agreement:**

Each Bidder submitting a Bid to the Owner shall execute and attach thereto the Indemnification Agreement on the form herein provided, to the effect that 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,

**III. Statement of Bidder's Qualifications:**

Each Bidder shall submit with his Bid, on the form furnished for that purpose (a copy of which is included in these Contract Documents), a statement of the Bidder's qualifications, his experience record in the type of work embraced in the Contract and his organization and equipment available for the work contemplated, and other pertinent information so contained on said form, and the Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Owner all such information and data for this purpose as it may request.

**IV. Representations of Contractors:**

By signing and submitting the attached bidding sheet(s) the Contractor represents and warrants:

1. That he is financially solvent and that he is experienced in and competent to perform the type of work, or to furnish plant and equipment materials and supplies.
2. That he is familiar with all Federal, State and Municipal laws, ordinances and regulations, which in any way may affect the work of those employed therein.
3. That he has carefully examined the site of the work, and that from his own investigation he has satisfied himself about the nature and location of the work, character, quality and quantity of the materials likely to be encountered, as well as the character of equipment and other facilities needed for the performance of the work, the general local conditions and all other conditions which may in any way affect the work.

**SCRAP METAL AND BATTERY RECYCLING  
TOWN OF NEW MILFORD, CT**

**2017-2018**

**BID SHEET SUMMARY**

SUMMARY: **Scrap Metal and Battery Recycling – 2017-2018**

ITEM #1 – Scrap Metal – Picked up at Recycling Center Per Gross ton fixed fee \$ \_\_\_\_\_  
ITEM #2a – Automotive Batteries – Picked up at Recycling Center Per pound Price \$ \_\_\_\_\_  
ITEM #2b – Automotive Batteries – Delivered to Vendor Yard Per pound Price \$ \_\_\_\_\_

THIS BID INCLUDES ADDENDUM NO. \_\_\_\_\_

***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.***

PROPOSAL SUBMITTED BY: \_\_\_\_\_  
NAME (AUTHORIZED CORPORATE OFFICER)

TITLE \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

OFFICIAL ADDRESS The undersigned hereby designates as his/her office to which notice of acceptance and other notices may be mailed, telephoned or delivered:

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TOWN: \_\_\_\_\_ STATE \_\_\_\_\_ DATE \_\_\_\_\_

PHONE (DAY) \_\_\_\_\_ (NIGHT) \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

NOTES:

1) This document, in order to be considered valid, must be signed by a principal, officer or owner of the bidding firm. Such signature will attest to the fact that all terms, conditions and specifications have been read, understood and accepted by the bidder.

**SCRAP METAL AND BATTERY RECYCLING  
TOWN OF NEW MILFORD, CT**

**2017-2018**

**NON-COLLUSION AFFIDAVIT OF 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\_\_\_\_.



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

**BID: Scrap Metal & Battery Recycling 2017/2018  
BID OPENING: March 1, 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

An Equal Opportunity/Affirmative Action Employer



STATEMENT OF BIDDER'S QUALIFICATIONS  
(To be included with Bid)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he desires.

1. Name of Company.
2. Permanent main office address, including phone and facsimile numbers.
3. When (year) established/organized?
4. If a corporation, where incorporated.
5. How many years have you been engaged in the hauling/disposal business under your present company or trade name?
6. Contracts on hand of similar nature: (show amount of each contract and the anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete the work awarded to you?  
If so, where and why?
9. Have you ever defaulted on a contract?  
If so, where and why?
10. Please list references for recently completed and ongoing contracts of similar nature and scope (at least one must be a current ongoing contract).
11. List your major equipment available for this Contract, including make, model, size, year and capacity.
12. List your experience in work similar to this project.
13. List the background and experience of the principal members of your organization including all personnel licensed by the State of Connecticut.
14. Credit available: \$
15. Give Bank References:

**SCRAP METAL AND BATTERY RECYCLING  
TOWN OF NEW MILFORD, CT**

**2017-2018**

- 16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Town of New Milford?
  
- 17. The undersigned hereby authorizes and represents any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_ Ss.  
County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn deposes and says that  
he is \_\_\_\_\_ of

\_\_\_\_\_ and that the answers to the foregoing questions and  
all statements therein contained are true and correct.

Subscribed and sworn to before me \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_ 20\_\_

**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

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 the Town of New Milford by certified mail with return receipt requested.