

**TOWN OF MIDDLEBURY
NOTICE OF BID
Sand, Stone, Loam and Other Materials**

The Town of Middlebury invites bids for Sand, Stone, Loam and Other Materials needed for DPW projects. Bids will be received by Connie Brunswick, Finance Assistant, Middlebury Town Hall, 1212 Whittemore Road, Middlebury, Connecticut, until **2:00 pm on May 15, 2015**, at which time they will be publicly opened and read aloud in the Conference Room on the third floor of the Town Hall.

All information for Bidders, Bid Proposal Form, Specifications and other contract documents may be obtained or examined Monday – Friday from 9:00am to 3:00pm at the Town Hall, Finance Department, 1212 Whittemore Road, Middlebury, Connecticut 06762. Proposals must be submitted on the forms provided and submitted in a sealed envelope plainly marked "**Sand, Stone, Loam and Other Materials – 2015**".

To receive consideration, bids must be delivered to the Finance Dept. no later than the day and hour mentioned above. The Town of Middlebury reserves the right to accept or reject any or all bids; to waive any informality; or to accept any bid deemed in the best interests of the Town of Middlebury. The successful contractor will be required to provide a Certificate of Insurance naming the Town of Middlebury as an additional insured, and a completed W-9 form. All bids will be considered valid for a period of ninety (90) days from the date and time of opening.

INFORMATION FOR BIDDERS

BID OPENING DATE:

- All bids must be in a sealed envelope and received prior to the bid opening. Bids will be opened and read aloud at the Conference Room on the third floor of Town Hall, 1212 Whittemore Road, Middlebury, CT. 06762.

PREPARATION OF PROPOSALS:

- Proposals must be made upon the forms provided herein. All spaces in the Bid Proposal must be filled in correctly.
- The Bidder must present the rates for which he proposes to complete each item of the work contemplated. The Bidder shall sign his Proposal, if the Bid Proposal is made by a firm, partnership, or corporation, the Bid Proposal must be signed by an official of the firm, partnership, or corporation that has authorization to sign contracts, and must include the business address and business telephone number, partnership, or corporation, failure to do so may disqualify the bid.
- The Town of Middlebury is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.
- Corrections and/or modifications to bid proposals received after the closing time specified will not be accepted.

Each Bid Proposal must be submitted in a sealed envelope clearly marked on the outside "**Sand, Stone, Loam and Other Materials – 2015**" and addressed to:

Connie Brunswick, Finance Assistant
Town of Middlebury
1212 Whittemore Road
Middlebury, CT 06762

SUBMISSION OF BID PROPOSALS:

- For bidding purposes, all components shall be considered FOB at the vendor's plant, loaded by the vendor.
- All bid proposals and literature shall be submitted on/attached to the proposal form contained herein.
- Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.
- Bid proposals shall be delivered by traditional method of mail or hand delivery. **Bid proposals delivered via fax will not be considered or accepted!**

BID WITHDRAWAL:

- Bidders may withdraw their proposals at any time prior to the bid opening date. Withdrawals of bids shall be in writing and formally received, dated and time stamped and be recorded by Lawrence Hutvagner, CFO prior to the date and time of the bid opening.
- No Bidder shall withdraw, cancel or modify their proposal for a period of ninety (90) days after the bid opening.

USE OF SUBCONTRACTORS:

- The use of subcontractors is prohibited in this bid.

BIDDER QUALIFICATIONS:

- In determining the qualifications of a bidder, the Town of Middlebury may consider his record in the performance of any contracts for similar work into which he may have previously entered.
- The Town expressly reserves the right to reject the bid of any bidder if it is disclosed that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors.
- The Town may make such investigation as they deem necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

DISQUALIFICATION OF BIDDERS:

- More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the same work will cause the rejection of all proposals in which such Bidder is interested.
- Any or all proposals in which such Bidder is interested will be rejected if there is

reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work.

- Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

PAYMENT:

- The Town, after inspection and acceptance of workmanship, and in consideration of the faithful performance by the Bidder of all covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the invoice.
- Bid prices will be considered as **NET**, if no discount is shown.
- The successful bidder shall submit invoices to the following address:

Town of Middlebury
Accounts Payable Department
1212 Whittemore Road
Middlebury, CT 06762

IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT.

- Notification of the bid award will be made by issuance of a purchase order.
- Bidders are to list their bids on the appropriate attached sheets.

SALES TAX:

- The Town of Middlebury will furnish the successful Bidder with the sales tax exemption authorization number.

CARE AND PROTECTION OF PROPERTY:

- The Successful Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way.
- The Successful Bidder shall make good any damages to public or private property to the satisfaction of the Town. There shall be no additional compensation from the Town for the repair or restoration of damaged property or vehicles owned by or caused by the successful bidders work.

RIGHT TO ACCEPT / REJECT:

- After review of all factors, terms and conditions, including price, the Chief Financial Officer of the Town of Middlebury reserves the right to reject any and all bids, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the Town of Middlebury.

INSURANCE REQUIREMENTS:

- A. Commercial General Liability:
 - Each Occurrence: \$1,000,000
 - Personal/Advertising Injury per Occurrence: \$1,000,000
 - General Aggregate: \$2,000,000

Product/Completed Operations Aggregate \$2,000,000

Fire Damage Legal Liability \$ 100,000

B. Automobile Liability:

Each Accident: \$1,000,000

Hired/Non-Owned Auto Liability \$1,000,000

C. Owners, Contractors Protective Liability, \$1,000,000 per occurrence. The contractor will provide the Town with an original document of the full policy.

D. Worker's Compensation and Employer's Liability as required by the State of Connecticut.

E. "Claims Made" coverage is unacceptable, with the exception of Professional Liability.

F. The "Town of Middlebury" shall be named as additional insured on the contractor's general liability and automobile liability Certificate of Insurance. Said certificate shall clearly indicate service provided or some easily identifiable reference to the relationship to the Town of Middlebury and indicate a thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

G. All insurance is to be provided by a company authorized to issue such insurance.

GUARANTEE:

- The Successful Bidder shall unconditionally guarantee their product for a period of one (1) year from the date of purchase. If within the guarantee period there are any defects or signs of deterioration the bidder shall repair, adjust or replace the item(s) to the complete satisfaction of the Town of Middlebury. These repairs, adjustments, or replacements are at the sole expense of the Successful Bidder and shall be made to the satisfaction of the Director of Public Works and performed at times acceptable to the Town.

NONDISCRIMINATION IN EMPLOYMENT:

- The Town of Middlebury is an Equal Opportunity Employer and the successful bidder shall agree and warrant that, in the performance of this contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law.

WORKMANSHIP

- All products shall be of the highest quality and equal to the specifications of The State of Ct Department of Transportation Standard Specifications for Roads and Bridges, Form 816, Materials Section.

INSPECTION FOR PAYMENT

- Payment shall be only according to the price bid.
- Inspection and acceptance of the vendor's stock by the Director of Public Works shall be required before payment is made.

QUESTIONS

- Questions pertaining to scope of work should be emailed to Dan Norton, Public Works Director, at dnorton@middlebury-ct.org

- To request copies of bid specs, please email Connie Brunswick, Finance Assistant, at cbrunswick@middlebury-ct.org

NOTE: The Town of Middlebury is requesting bids for multi-year pricing but reserves the right to eliminate any item or any portion of the bid which it deems not to be in its best interest. Products will be purchased as needed.

	July 1, 2015 to June 30, 2016	July 1, 2016 to June 30, 2017	July 1, 2017 to June 30, 2018	July 1, 2018 to June 30, 2019	July 1, 2019 to June 30, 2020
Washed Sand, Per Ton	\$	\$	\$	\$	\$
Dead Sand, Per Ton	\$	\$	\$	\$	\$
¾" Stone, Per Ton	\$	\$	\$	\$	\$
1-1/2" Stone, Per Ton	\$	\$	\$	\$	\$
2" Stone, Per Ton	\$	\$	\$	\$	\$
Bank Run Gravel, Per Ton	\$	\$	\$	\$	\$
Screened Topsoil, Per Ton	\$	\$	\$	\$	\$
Quarry Run Rip-Rap, Per Ton	\$	\$	\$	\$	\$
Modified Rip-Rap, Per Ton	\$	\$	\$	\$	\$
Intermediate Rip-Rap, Per Ton	\$	\$	\$	\$	\$
1-1/4" Process, Per Ton	\$	\$	\$	\$	\$
Fine (3/4") Pipe Cover, Per Ton	\$	\$	\$	\$	\$

BIDDER'S BUSINESS NAME: _____ DATE _____

BUSINESS ADDRESS: _____

PHONE NUMBER: _____ EMAIL: _____

BY: _____ TITLE: _____
(Print Name)

SIGNATURE: _____