



PURCHASING AUTHORITY
Town of New Milford, Connecticut
REQUEST FOR BIDS – Police Patrol Boat

Sealed bids will be received at the Purchasing Office until 3 p.m., on Thursday, August 27, 2020. Bids must be in a sealed envelope, addressed to the Purchasing Authority, 10 Main Street, New Milford, CT 06776, and **clearly marked: Police Patrol Boat**. Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, August 27, 2020 at 3:30 p.m. Late bids will be considered informal and rejected.

INTENT: To purchase one (1) fiberglass boat meeting or exceeding specifications.

Specifications and bid forms must be obtained online at www.newmilford.org/finance. When applicable, state bids will be considered for this product.

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



NEW MILFORD POLICE DEPARTMENT

49 POPLAR STREET • NEW MILFORD, CONNECTICUT 06776

IN SERVICE TO OUR COMMUNITY
SPENCER S. CERRUTO
CHIEF OF POLICE

REQUEST FOR BID POLICE PATROL BOAT

INTENT

The Town of New Milford, New Milford Police Department, is seeking qualified builders to produce one (1) fiberglass boat meeting or exceeding specifications contained herein. Bids are to be returned upon completion of the attached forms by the date indicated on the bid announcement.

The 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.

EXCEPTIONS

All exceptions to these specifications must be shown with an explanation in writing at the time of the bid.

SUBMISSION, RECEIPT AND OPENING OF BIDS:

The Town of New Milford, CT ("Town" or "Municipality") invites bids on the item described herein. Bids will be received by the Purchasing Authority until;

August 27th, 2020 at 3:00 p.m.

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 Police Patrol Boat. 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.

PREPARATION OF BID:

One (1) original (Stamped ORIGINAL) and one (1) copy of each bid must be submitted on the prescribed forms. An additional sheet detailing all deviations from the specifications listed herein shall be attached to the bid sheet. If so equipped with deviation list this bid sheet shall be marked with the deviations accordingly on each item.

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 the following:

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

ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the 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:

Lieutenant Lee Grabner
E-mail: lgrabner@newmilfordpolice.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/finance. 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.

BASIS OF AWARD:

The following factors will be considered in selecting a contractor:

- The ability, capacity and skill of the bidder to supply the required item(s).
- Lowest cost responsible bidder.
- The quality of the items(s) provided.

TECHNICAL SPECIFICATIONS:

To ensure that the Town of New Milford receives a boat design that has been proven in service, successful bidders must not only meet the following specifications, but must be prepared to demonstrate a boat having identical characteristics to the specifications contained herein.

The New Milford Police Department intends to use this boat for law enforcement patrols in fresh water lakes and rivers. The boat will be in operation year round, and therefore must be built to withstand the rigors of winter service, and be capable of operating in areas of chemical or oil spills, and in shallow waters where boats may be grounded.

The following boat specifications must be met or exceeded;

- LOA20 feet minimum to 23 feet maximum (without motor)
- Beam Overall.....8 feet 6 inches (+/- 6 inches)
- Draft.....19 inches (maximum, with engine up)
- Deadrise at Transom.....16 degrees (minimum)
- ConstructionFiberglass
- Design.....Center console with T-Top or Pilot House (Wheel House)
- Trailer Included

The following motor specifications must be met or exceeded;

- Propulsion150 horsepower four stroke (minimum)
- Speed30 Knots (minimum)
- Alternator Output.....30 Amp (minimum at 1000RPM)

QUOTATIONS

Each bidder shall present a detailed line item quotation, which must include part numbers and individual prices for each item being offered. Line item quotations must, at a minimum, include pricing for:

- Base Hull (Listing of Standard Equipment is required)
- Accessories offered by item cost
- Engine and installation cost(s)
- Brand names and model numbers must be included in this line item detail for both the boat and motor.

HULL DESIGN

The hull quoted must be a “V” design, suitable for operating in rough water conditions at sustained speeds at or above 30 knots. “V” is defined as a boat having a bottom dead rise and minimum specification of 15 degrees at the transom.

Center console with T-Top or pilot house (wheel house) design which provides a bow deck, side decks (six-inch minimum) and stern quarterdecks on which a boarding officer can stand.

PROPULSION

The vessel is to be powered by a minimum 150 horsepower engine, installed according to manufacturer’s installation guide. Any variance from the manufacturer’s guide discovered during pre-acceptance inspection shall be cause for rejection of vessel until properly rectified. Bidders must install the engine as well as provide the following equipment:

- A. Heavy duty marine batteries
- B. Marine gauge kit
- C. Fuel gauge

All installed wiring must be marine quality and meet marine specifications.

FUEL SYSTEMS

To ensure adequate range, the boat required must be equipped with a minimum of seventy (70) gallon fuel tank(s) independent of the hull structure. Tank must sit clear of normal bilge water and must meet USCG standards. All hoses must be USCG approved and meets EPA Regulations for Diurnal Emissions.

T-TOP or PILOT HOUSE (WHEEL HOUSE) CONFIGURATION

The boat is to have a center console with a T-top or Pilot House (Wheel House). It shall have a fabric, fiberglass or aluminum roof with suitable structure to support additional equipment. To provide adequate weather protection the roof must be at least 48 inches wide by 60 inches long, and stabilized in such a manner to provide no movement or vibration, and to adequately support additional equipment such as antennas, lights or mast. The roof shall be capable of channeling water runoff away from the center console area. All efforts should be made to make the over-all height off the water as low as feasible.

Navigation lights shall be installed on pilothouse top and mast, in accordance with USCG standards for this class of vessel. A stern-mounted pole light is not acceptable. Suitable cockpit lights with both red and white LED bulbs switched separately, one over driver and one forward shall be installed.

The dash surface of the center console shall have additional room for radar, GPS indicators, radio(s), FLIR screen and siren controls. An additional secure area above the console, on the overhead structure, shall be installed to hold these equipment items or additional equipment.

ADDITIONAL EQUIPMENT

- One (1) marine grade, fixed mounted, VHF radio with GPS, installed.
- One (1) public address (PA) system and one (1) fixed external loud speaker, installed.
- One (1) chartplotter / fishfinder combo, fixed, 8 inch (minimum) screen, installed.
- One (1) light bar with blue and red LED flashing lights, 48 inches wide (maximum) to be mounted on T-Top or pilot house (wheel house), or comparable external lighting package (front and rear) mounted to T-Top or pilot house (wheel house) that does not interfere with the operator's vision when activated, installed.
- Two (2) LED flood lights, one front facing and one rear facing, installed (can be part of the provided light bar system).

SEATING

A 36-inch wide (minimum) seat or leaning post is to be installed behind the console, having a pad sufficiently high to sit on, and a fixed and welded aluminum footrest. The leaning post is to have room for dry storage and a suitable grab rail. A seat box mounted to the front portion of the console shall include a jump seat with waterproof storage below.

DELIVERY

Quotation shall include freight to destination: New Milford Police Department, 49 Poplar Street, New Milford, CT 06776.

WARRANTY

Bidders must provide a limited one-year parts and labor warranty on the hull and equipment fabricated and installed by the builder. Manufacturer's warranty shall apply. Bidder must furnish a copy of the specific warranty inclusions and exclusions for the vessel with the bid submission.

Electronics will be warranted by their respective manufacturers; however, damage caused by improper installation is the responsibility of the builder.

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
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.

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/Excess: \$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.

I. 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: Police Patrol Boat

BID OPENING: August 27, 2020

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 _____, 2020, 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. WITNESS 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)



NEW MILFORD POLICE DEPARTMENT

49 POPLAR STREET • NEW MILFORD, CONNECTICUT 06776

POLICE PATROL BOAT - BID SHEET SUMMARY

Year/Make/Model: _____

Delivery to the Town of New Milford within _____ days.

Total Bid: \$ _____

Bid in written form: _____

Bid Breakdown: Base Hull \$ _____

Accessories \$ _____

Engine and Installation \$ _____

Please use additional page(s) for deviations from specifications as well as detailed information as required.

This bid includes addenda(s) # _____

COMPANY: _____

BY: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

ADDRESS: _____

PHONE: (DAY) _____ EMAIL: _____