

**TOWN OF MIDDLEBURY**  
**INVITATION FOR BIDS**  
**River Mill Trail**

Notice is given that the Town Council of the **Town of Middlebury**, Indiana is soliciting sealed bids for the above referenced public works project. The Town Council is hereinafter referred to as "Town". The work to be performed shall include installation of culvert, paving the trail and site restoration.

The Plans, Specification and Bid Documents will be available in electronic format to examine and download at <http://www.abonmarche.com/bids>. There is no fee to register on the plan holder's list or download the bid documents. Questions regarding access to the bid documents can be directed to Sloan Panning at 574-393-9807 or [spanning@abonmarche.com](mailto:spanning@abonmarche.com)

Each bidder is required to submit with their bid a bid security as evidence of financial responsibility and guarantee that if the bidder's offer is accepted, the bidder will execute a contract and deliver all required bonds within 14 calendar days of the award. The bid security shall be equal to 5% of the contract price and may be in the form of a bid bond, certified check, or cashier's check made payable to the Town of Middlebury. The bid security of the successful bidder will be held until the Town's receipt of an executed contract and all required bonds and certificate of insurance. The bid security of all other bidders will be returned upon the selection of the successful bidder and award of a contract.

The successful bidder will be required to furnish an approved performance bond guaranteeing the faithful and proper performance of the work and materials, and an approved payment bond for the benefit of the subcontractors, laborers, material suppliers and those performing work for the project. Both bonds must be equal to 100% of the contract price and made payable to the Town of Middlebury.

Bids shall be submitted in accordance with the Instructions to Bidders, and all contractual terms and conditions that are included in the Specification Documents. In addition to price, bids will be evaluated based on whether the bidder is responsible, and if the bidder's offer is responsive.

Bids shall be filed with the Town of Middlebury Clerk-Treasurer's Office, 418 North Main Street, Middlebury, IN 46540 until 6:00 p.m. local time December 4, 2023, at which time all bids received will be taken to the Town Council meeting to be publicly opened and read aloud. The Council meeting will be held in Town Council Chambers at the Middlebury Town Hall, 418 North Main Street, Middlebury, Indiana.

The Town of Middlebury Town Council reserves the right to reject any and all bids, delete any portions thereof, to waive any informalities or irregularities in any bid received, and to award a contract, consistent with Indiana law, to the lowest responsible and responsive bidder. Award of contract is contingent on the availability of funds.

Town of Middlebury

By: Miranda Cripe, President

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## **INSTRUCTIONS TO BIDDERS**

This section contains instructions regarding the preparation and submittal of offers. Please note these instructions may not contain all applicable requirements. Careful reading of the entire solicitation is critical. Failure to read the solicitation in its entirety or to follow the instructions may lead to the rejection of your offer. For the context of this solicitation, the use of the words: contractor, vendor, supplier, or bidder all have the same meaning for the company/business submitting an offer.

### **1. Examination and Representation.**

Before submitting an offer, the Contractor shall carefully examine these Specification Documents to fully inform themselves with the limitations and conditions under which work is to be performed for this project and all other relevant matters that may affect the cost, progress, performance or furnishing of the work including applicable local, state, or federal laws and regulations. The Contractor shall make their own determinations as to conditions, assume all risk and responsibility, and complete all work in the project in and under conditions that the Contractor may encounter or create, without additional costs to the Town of Middlebury.

The Contractor agrees that the Contractor shall make no claim against the Town of Middlebury because of estimates or statements made by any officer or agent of the Town, which may prove to be in any respect erroneous, are inconsistent or an addition to any terms or conditions of these written documents. The failure or omission of any Contractor to receive or examine any form, instrument, addendum, or other document shall in no way relieve the Contractor of any obligations with respect to its bid submitted or contract executed.

### **2. Requests for Clarifications and Addenda.**

All requests for clarification to this solicitation must be received at least two (2) business days before the opening date to allow for the issuance of any addendum determined by The Town to be necessary. Requests shall be made in writing and may be directed to Chad Knip at [cknip@abonmarche.com](mailto:cknip@abonmarche.com).

Inquiries should reference the applicable section, paragraph, and/or page number. Interpretations or clarifications determined necessary by the Town in response to such questions will be issued by addenda mailed, faxed, or otherwise delivered to all parties recorded by the Town as having received Specification Documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **3. Specifications and Exceptions.**

The bid shall clearly detail in writing any deviation from or exception taken to the stated specifications. Any product, materials or method that the Town of Middlebury, in its sole discretion, determines to be equal or better to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended will be considered, provided the Contractor submits information that details how the method, goods, materials, and/or equipment offered for substitution will meet or exceed the minimum requirements of criteria and quality to that named in the Specification Documents. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable for strict compliance.

### **4. Voluntary Alternates.**

If a Contractor has an alternate offer that the Contractor believes would meet the needs of the Town of Middlebury, the Contractor may submit the alternate offer in addition to an offer based

on the Town's Specification Documents. An alternate offer will be individually considered as a voluntary alternate and will be subject to the approval and acceptance of the Town. A voluntary alternate will not, however, be considered in the determination of the lowest responsible and responsive bidder unless Town deems such an alternate to be equal or better than the requirements of the Specification Documents.

**5. Qualification of Bidders.**

- A. Contractors submitting offers for this project shall be limited to individuals, companies, partnerships and corporations actively engaged in work comparable to what is described in these Specification Documents.
- B. Contractors shall be qualified pursuant to State of Indiana requirements for paving and shall submit with their offer a copy of the Certificate of Qualification.
- C. Contractors must demonstrate their qualifications and suitability to carry out the terms of this contract and must have in their possession or available to them by formal agreement all labor, equipment, supplies and operational facilities which are necessary to perform the work as outlined in these Specification Documents. The Town reserves the right to request additional proof of these qualifications and reserves the right to reject any offer where an investigation of the evidence or information submitted by a Contractor does not satisfy the Town that the Contractor is qualified to properly carry out the terms of and fulfill the work required by the Specification Documents.
- D. Contractors shall complete the Indiana State Board of Accounts Form No. 96 (See Exhibit B). For the purposes of this bid, the terms "public works project" and "construction" on Form No. 96 shall be interpreted to mean the project described in these Specification Documents.

**6. Trusts.**

In accordance with Indiana Code 5-22-3-5, an offer submitted by a trust (as defined by Indiana Code 30-4-1-1) must identify the beneficiary of the trust and the settlor empowered to revoke or modify the trust.

**7. US Manufactured Product.**

The goods, supplies, materials and/or equipment being offered shall be manufactured in the United States. If steel or foundry products are used in (1) the manufacture of the goods, supplies, materials and/or equipment being offered, or (2) the goods, supplies, materials and/or equipment that are used in the performance of services under a contract or subcontract, then the steel or foundry products shall be manufactured in the United States. This does not prevent a minimal use of foreign steel and iron materials, if the cost of such materials does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500 whichever is greater. The cost is that shown to be the value of the steel and iron products as they are delivered to the project.

**8. Non-Collusion Affidavit.**

All bidders must sign and have notarized the Non-Collusion Affidavit to certify that the bidder has not entered into a combination or agreement relative to the price to be offered by any person; to prevent a person from bidding; or to induce a person to refrain from bidding; and that the Contractor's bid is made without reference to any other bid. Any offer found to be collusive will be rejected. Should the Town discover that the successful bidder's affidavit is false, the Town shall declare the contract forfeited and award a new contract. The Non-Collusion affidavit is included on Form No. 96 in these Specification Documents.

## **9. Business Certification.**

The bidder must complete the Business Certification page to identify the form of business organization the bidder is operating under (i.e., sole proprietor, company, partnership, corporation, etc.)

A foreign (out-of-state) corporation must be registered with the Indiana Secretary of State to do business in the State of Indiana. A foreign corporation not currently registered with the Indiana Secretary of State must agree to become registered as a contingency of being awarded a contract. Failure to register with the Secretary of State's Office may result in a determination that a corporation is non-responsible, and a contract awarded to that corporation may be canceled.

## **10. Bid Security.**

- A. Each Contractor submitting an offer shall submit a bid security in the amount of five percent (5%) of the contract price as evidence of financial responsibility and guarantee that if the Contractor's offer is accepted, the Contractor will execute a contract and deliver the required deposits. The bid security may be in the form of a bid bond, certified check or cashier's check made payable to the Town of Middlebury. Personal or company checks are not acceptable. Any offer not accompanied by the bid security may be rejected.
- B. The bid security of the successful bidder will be held until award of the contract by the Town of Middlebury Town Council and until the Town's receipt of an executed contract and the delivery of a performance deposit and a payment bond and certificate of insurance within fourteen (14) calendar days after the award of a contract by the Town of Middlebury Town Council. The bid security of all other Contractors will be returned upon the selection of the successful bidder and award of a contract. The bid security will be forfeited as liquidated damages if the successful bidder fails to enter into a contract with the Town and provide the performance deposit and the payment bond as specified. The Town may then consider other offers, and/or rebid the contract.
- C. The Town's requirements for the performance deposit and payment bond are set forth in the General Terms and Conditions section of these Specification Documents.

## **11. Preparation and Submittal of Offers.**

- A. Contractors must complete and submit all pages/forms requesting information that are included with this solicitation, including Bid Form No. 96. Offers shall be typed or legibly printed in ink. The offer must be signed by an authorized representative of the Contractor. An offer may be rejected if any required forms or information requested are incomplete or omitted and/or if an offer contains any alterations or erasures that are not initialed by the person signing the offer.
- B. All offers shall be submitted in a sealed envelope. The envelope must be labeled with the following information:
  1. Contractor's name and address;
  2. The words, "River Mill Trail Project"
  3. Date and time of opening (as indicated in the Invitation for Bids).
- C. If an offer is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of the outer envelope.

- D. In order to protect the integrity of the sealed bidding process, failure to properly identify an offer according to these instructions may result in a disqualification of an offer from consideration.
- E. Offers shall be filed with the Town of Middlebury Clerk-Treasurer's Office, 418 North Main Street, Middlebury, Indiana 46540 by the specified opening date and time. Offers arriving after the specified time may be rejected. The Town of Middlebury is not responsible for late or lost offers due to mail service inadequacies, traffic or other similar reasons.
- F. No facsimiles or emails of offers will be accepted.
- G. All offers submitted become the property of the Town and are a matter of public record.
- H. Response to this solicitation is an offer to contract with the Town of Middlebury.

### **12. Withdrawal or Modification of Offers.**

Any modifications made to an offer before submittal must be initialed in ink by the Contractor's authorized representative. A Contractor may, upon written request, modify or withdraw their offer at any time prior to the opening date and time. A request to modify or withdraw an offer must be signed by the same person or persons who signed the original offer submitted. No offer may be modified or withdrawn after the opening of the offers.

### **13. Alteration or Variation of Terms.**

The terms and conditions of the award will be those listed in this solicitation package and the resulting contract. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this solicitation or resulting contract shall be binding unless specifically agreed to in writing by the Town. Further, no oral understanding or agreement shall be binding unless specifically agreed to in writing by the Town.

### **14. Opening of Offers.**

The offers received will be opened in public by the Town Council at the time and place shown in the Invitations for Bids. The reading of the offers, however, does not determine the award of the contract.

### **15. Award.**

- A. The Town of Middlebury reserves the right to reject any and all offers, delete any portions of the project, or to waive any informalities or irregularities in any offer received or the bid process.
- B. In evaluating offers, the Town may consider:
  - (1) Whether the Contractor has submitted an offer that conforms in all material respects to the Specification Documents.
  - (2) Whether the Contractor has submitted an offer that complies specifically with the Specification Documents.
  - (3) Whether the Contractor has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract.
  - (4) The qualifications of the Contractor, including the ability and capacity of the Contractor to perform the work described in the Specification Documents; the integrity, character, and reputation of the Contractor; and the competence and experience of the Contractor.
  - (5) Cost of work to be performed including which alternate is most advantageous to the Town where alternate offers are submitted.

- C. If a contract is awarded, the Town will award a contract to the lowest responsible and responsive bidder.
- D. The Contractor to whom a contract is awarded will be required to execute a written contract (See sample in Exhibit A) within fourteen (14) calendar days after award by the Town Council and will be required to furnish the required performance deposit and payment bond and certificate of insurance as specified in the General Terms and Conditions section of these Specification Documents.