

Legal Notice

5-15-09

Invitation to Bid

Town of Branford

John Deere 997 Front Cutter Lawnmower or Equivalent

The Town of Branford, **Purchasing Agent**, will accept bids for a John Deere, model 997, 31 horsepower, diesel, 72" deck, 7 iron, front cutter lawnmower, or equivalent.

Bids are to be submitted in a sealed envelope marked "**Front Cutter Lawnmower**" to the office of the Purchasing Department, 1019 Main Street, Branford, CT 06405 by **3:00 p.m., Thursday, May 28, 2009**. Bids will be publicly opened and read at **3:30 p.m.** in the office of the **Purchasing Department**.

The Board of Selectman or the majority reserve the right to select or reject any and/or all bids containing alternate proposals, to waive any informality in proposals and to reject any and/or all bids or accept such bid as shall, in their judgment, be in the best interest of the Town of Branford.

Nancy Porto
Purchasing Agent

Zero Turn Radius Mower – 31 HP – 997

1. Horsepower 31
2. Engine – Yanmar
3. Direct Fuel Injection
4. Cubic inch Displacement 81 cu. In. (1331cc)
5. Crankcase Capacity 3.61 (3.8 qt)
6. Crankcase Orientation- Horizontal
7. Engine type – Three cylinders
8. Bore and Stroke – 82X84
9. Compression Ratio 19:2
10. High Idle Engine speed 2995 rpm
11. Rated Engine Speed 2800 rpm
12. Fuel Type – Diesel
13. Fuel Capacity 12 gal.
14. Fuel Pump – Electric
15. Fuel Delivery System – Fuel Pump
16. Electrical System – 40 amp
17. Battery Voltage 12volt
18. Hydraulic Pumps Kanzaki DUP 17S
19. Wheel Motors Parker Ross TG0280
20. Hydraulic System Capacity – 6.3 US gal.
21. Hydraulic Tank Capacity – 3.2 US ga.
22. Travel Speed- Forward – 0 to 11.5 mph / Reverse 0 to 5 mph
23. Speed and Direction Control Zero Turn
24. Tires – Drive Tires 26x12 – 12
25. Drive Tire Pressure 16-20 psi
26. Load Rating 4PR
27. Dynamic Braking – Dual Hand Controlled lever
28. Park Brake Caliper Disk Brake
29. Park Blade Actuation Hand Lever
30. Front Castor Wheels 15x6x6
31. Caster Wheel Type- Pneumatic
32. PTO Type Hydraulic Clutch
33. PTO Clutch – Internal wet disk clutch
34. Drive - gearbox
35. Seat Deluxe set included in base
36. Tie Downs Two at front of unit and two at rear of unit
37. Dimensions: **Length** w/72in. deck 99in. **Width:** w/72 in. deck 86in
38. ROPS- Standard
39. ROPS Compliance Meets SAE J1194 SAE J 2194 and OSHA for NA and certification for the Worldwide sale under OSHA
40. Machine weight w/72sd – 1841 lbs.
41. Mower Decks- available 72in.
42. Deck Construction 72”side discharge; one piece gauge stage stamped steel: 7 gauge (0.177)
43. Height of cut range 1.5-5.0 in.
44. Increments- 0.25 in.
45. Cutting Width 72 in.
46. Blade Length w/72 25in.
47. Blade Width 3 in.
48. Thickness- 0.25 in.
49. Caster Type Wheel Pneumatic
50. Warranty 2 years

General Requirements for Bidding and Instructions to Bidders

NOTICE

Information provided in these specifications is to be used only for the purpose of preparing a proposal. It is further expected that each bidder will read these specifications with care, for failure to meet every one or a combination of specified conditions may invalidate the proposal.

The Town reserves the right to reject any or all bids or any portion thereof and to accept the bid deemed to be in the best interest of the Town of Branford.

Bidders are requested to submit quotations on the basis of these specifications. Alternate quotations will receive consideration providing such alternatives are clearly explained.

The information contained herein is believed to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty.

Revised 5/07
Standard Form

SECTION I - General Terms and Conditions

A. Compliance with Laws

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local governments, which may in any way affect the preparation or the performance of the contract.

B. Timetable

Price quoted must be valid for 90 days. Delivery and installation completion dates must be included in the bid proposal.

C. Consideration of Proposals

The Board of Selectmen, or a majority of them, reserve the right to select or reject alternate proposals; to waive informality in proposals; and to reject any and all bids, or accept such bid as shall in its judgement be to the best interest of the Town of Branford.

D. Bid Bond **See Bid Proposal Sheet*

1. A certified check or bank draft made payable to the "Treasurer, Town of Branford", or a satisfactory bid executed by the bidder and a surety company in an amount no less than five percent (5%) of the base bid, may be required with each proposal.
2. Checks or drafts will be returned to unsuccessful bidders within ten (10) business days of the bid opening.

E. Performance Bond **See Bid Proposal Sheet*

Successful bidders may be required to furnish a Performance and Payment Bond in the amount of 100% of the contract sum.

F. Protection of Work and Property

Successful bidders shall be responsible for protection of their equipment and materials against theft, damage or deterioration on the site.

G. Competency of Bidders

1. Bidders shall have had proven experience in the field of work.

2. Bidders shall submit with their bid a listing of recent work performed within the State of Connecticut of the size equal to or greater than the work being bid.

H. Alternates

1. Any alternates to specified materials or workmanship must be separately listed and described in detail.
2. Alternates will be considered in awarding the contract only if they provide, as a minimum requirement, all features contained in the specifications.
3. The Town of Branford reserves the sole right to determine through its agents the equality of alternate products and/or installation procedures.

I. Bid Requirements

1. Each bidder shall return two (2) copies of the proposal sheet entitled "Bid Proposal".
2. Each bid proposal must be signed by an authorized agent of the bidder.
3. Successful bidders must obtain any required governmental approvals.

J. Specifications – General

The contract shall include all labor and materials, tools and equipment and services required for proper performance of the work as specified hereinafter and as may be required for proper completion of the work in accordance with the highest standards of the trades involved.

K. Examination of Site

Prior to submission of the bid, contractor shall visit the site, consult with the supervisor, and become thoroughly familiar with all conditions under which the work will be installed. The contractor will be responsible for any assumptions made regarding the site for the work to be performed.

SECTION II - Insurance Requirements

The contractor, following award of the contract, may be required to furnish to the Town of Branford a Certificate of Insurance for the following coverage:

1. Comprehensive General Liability
2. Property Liability Insurance
3. Automobile Liability **
4. Workmen's Compensation and Employees Liability**
5. Professional Liability

In addition to the coverage delineated above, Builders Risk Insurance may be required for construction contracts. The limits of insurance unless otherwise specified shall be as follows:

A. General Liability

Combined single limit of \$1,000,000; Bodily Injury \$500,000 per occurrence; Property Damage \$500,000 per occurrence. The insurance carried by the bidder shall include the following coverage:

1. Comprehensive Form
2. Premises Operations
3. Products Completed Operations
4. Contractual – Hold Harmless Requirements**
5. Independent Contractors
6. Broad Form Property Damage
7. Personal Injury

B. Hold Harmless Requirements

The contractor shall, at all times, indemnify and save harmless the Town of Branford, its officers, agents, and servants on account of any and all claims, damages, losses, litigation expense, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor's work, or by the contractor, any subcontractor, material, men or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract. The Town of Branford

shall be named as an additional insured on said policy of public liability insurance to cover all claims against the Town arising out of said contract.

C. Automobile Liability

Combined single limit of \$1,000,000; Bodily Injury \$500,000 per person/accident; Property Damage \$500,000 per accident.

Comprehensive automobile policy to cover all automobile or vehicles owned, hired or owned by contractor's employees and used on business.

D. Workers' Compensation

The contractor must have workers' compensation and liability insurance as provided by Connecticut and federal law with statutory limits of \$100,000 per accident, \$100,000 disease each employee and \$500,000 disease policy limit

The contract shall procure and pay for the insurance coverage described above with the minimum limits of liability as stated. The Certification of Insurance shall certify that said coverage shall be in effect for the term of the contract.

The Town of Branford shall be named as an additional insured on the General Liability Insurance Policy. All policies shall provide for sixty (60) days written notice prior to cancellation, substantial change or non-renewal.

The contractor must be in compliance with the State of Connecticut Public Act Section 86-87, "An Act Concerning Workers' Compensation Insurance Requirements For Contractors, On Public Works Projects and State Licenses".

TOWN OF BRANFORD
Bid Proposal Sheet

Bid Proposal for: _____

We hereby propose to furnish all labor and materials required for _____ in accordance with the instructions to bidders and specifications.

We have visited the site and examined all conditions affecting the work.

We hereby propose to furnish all labor and materials required by the contract documents as follows:

Total Proposed Price: _____

Date(s) of Delivery / Installation: _____

Company Name: _____

Company Address: _____

Signature of Authorized Representative

Date

Title

Bid Bond Required	YES _____%	<input checked="" type="radio"/> NO
Bid Bond Enclosed (if required)	YES	<input type="radio"/> NO
Performance Bond Required	YES _____%	<input checked="" type="radio"/> NO

CODE OF THE TOWN OF BRANFORD
Chapter 75 – Purchasing
Article II -- Bidding

75-2 Advertising and Bids Required

A. Amounts; exception; definitions.

- (1) Goods and services purchased by the town, when the amount exceeds ten thousand dollars (\$10,000) or exceeds seven thousand five hundred dollars (\$7,500) per year in the case of insurance coverage, shall be awarded after advertising the same in a newspaper with a general circulation in the town to the lowest responsible bidder, provided, however, that where a contractor, person or business has already been awarded a contract pursuant to this section and the proposed work is the same or similar to the work previously awarded to such contractor, person or business, then all work, materials or supplies shall be bid in the same manner set forth above when the amount of such work, materials or supplies exceeds seven thousand five hundred dollars (\$7,500). Notwithstanding the foregoing, the bid may be awarded to a Branford business if its bid does not exceed the lowest bid by more than ten percent (10%) and the Branford business is willing to match the low bid; provided however that this section shall not apply to projects where state and federal funds are involved. Purchases of ten thousand dollars (\$10,000) or less than seven thousand five hundred dollars (\$7,500) in the case of insurance may be made without advertisement provided the town solicits no fewer than three price quotations from responsible bidders. Purchases of five hundred dollars (\$500) or less may be made without obtaining price quotations, provided the town pays no more than the price offered to the general public for the same goods and/or services.
- (2) For the purpose of this section, “Branford business” shall mean a business with a place of business located within the Town of Branford. A business shall not be considered a “Branford business” unless evidence satisfactory to the Board of Selectmen has been submitted with each bid submitted by said business to establish that said business has a bona fide place of business in Branford. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the place of business is operated or payment of property taxes on the personal property of the business to be used in performance of the bid.
- (3) If more than one (1) Branford business bidder has submitted bids not more than ten percent (10%) higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such Branford-based bidders which submitted the lowest bid.