

Legal Notice
TOWN OF BRANFORD
REQUEST FOR BIDS

“VIBRATORY ROLLER”

The Town of Branford is requesting bid proposals for a new or equivalent, current production model self-propelled, diesel powered **“Vibratory Roller”** for use in the compaction of flexible pavements and road based materials. Specifications may be obtained from the Finance Department, Branford Town Hall, 1019 Main Street, Branford, CT or on the Town’s website at www.branford-ct.gov.

Bids are to be submitted in a sealed envelope marked **“Vibratory Roller”** to the Finance Department, Attention, Purchasing Clerk, 1019 Main Street, Branford, Ct 06405 by **11:00 a.m., Thursday, May 30, 2013**. Bids will be publicly opened and read at **11:30 a.m. on Thursday, May 30, 2013** in the Finance Department.

The Board of Selectmen or the majority reserves 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.

Anna DelRosso
Purchasing Clerk

TOWN OF BRANFORD
OFFICE OF THE TREASUER



1019 Main Street
Post Office Box 150
Branford, CT 06405

(203) 488-8394
FAX: 315-3736

**General Requirements for Bidding
and
Instructions to Bidders**

NOTICE

Information provided in these specifications is ***CONFIDENTIAL*** and 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 5/2012
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 **60** 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 award.

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". Each bid proposal must be signed by an authorized agent of the bidder.
2. Each bidder must complete and have notarized the "Non-Collusion Affidavit of Bidder" form. This form must accompany all bids being submitted.
3. Each bidder must be in good standing with the Town of Branford.
4. 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 if Applicable

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

Bidder shall agree to maintain in force at all times during which services are to be performed the following coverages and shall name the Town of Branford as an Additional Insured on a primary and non-contributory basis to the Bidder’s Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the bidders Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best’s Rating of A-. In addition, all Carriers are subject to approval by the Town of Branford.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	-Include Waiver of Subrogation	
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers’ Compensation and Employers’ Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Town of Branford prior to purchase order/contract issuance. Bidder agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy.

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.

CODE OF THE TOWN OF BRANFORD

Chapter 75 – Purchasing

Article II – Bidding

75-2 Advertising, bidding and requests for proposal

- A. All goods and services purchased by the Town, including but not limited to the Board of Education, Sewer Authority and capital project funds established for the benefit of the James Blackstone Memorial Library (collectively referred to hereinafter as the Town), when the amount of the purchase exceeds \$7,500, shall be awarded through a sealed bid process, including public opening of such bids, to the lowest responsible bidder after posting a bid notice on the Town website and either advertising the same in a newspaper with general circulation or posting on the Connecticut Department of Administrative Services website.

- B. In lieu of bid specifications, a request for proposal may be issued. A request for proposal may be issued when a desired outcome is sought, but the method for achieving that outcome is not defined in a detailed specification, or allows for presenting different options for achieving the desired outcome beyond proposed specifications. Services or goods purchased by request for proposal shall be awarded based on a variety of factors, including project approach, experience, price, and such other criteria as shall be defined and specifically set forth in the request for proposal. Requests for proposal shall be posted in the same manner as bid specifications, and responses shall be sealed in the same manner as bids.

- C. The requirement of advertising and sealed bidding shall not apply to:
 - 1. Purchases less than \$7,500, provided the price is consistent with the price offered to the general public for the same goods and/or services and that procedures as may be defined by the First Selectman are followed.
 - 2. Emergency situations, where the First Selectman or his designee authorizes the emergency purchase and the department head or his or her designee, as soon as reasonably possible, provides a report on the nature of the emergency and the reason for such emergency purchase to the Board of Selectmen, to be included in such Board's minutes.

3. Contracts in the amount of \$75,000 or less for legal services, accounting, actuarial and auditing services, medical and dental services, architectural services, engineering services and labor negotiators.
4. Any purchases made at or below prices obtained by the State of Connecticut or the United States through competitive bidding.
5. Sole source purchases, such as utilities or legal notices, and including purchases where the purchase of an item or service is required to match an existing installation or equipment, and there are no competitive products available that would function equally well, or if the maintenance costs would be unduly increased by having different makes installed. Sole source purchases for reasons other than a true lack of second possible vendor shall be approved by the First Selectman.
6. Work on bridges, sidewalks, roads, curbing or other pavement, when the State of Connecticut Department of Transportation has obtained bids for such work and the Town is able to pay the state price for such work, or the Town solicits no fewer than three price quotations for such work from qualified contractors, businesses or persons, as such qualifications are set forth in a request for qualifications prepared by the Town and the Town awards such work to the qualified contractor, business or person submitting the lowest price quote, provided that the cost of work, material and supplies does not exceed the sum of \$400,000.

SPECIFICATIONS

1. **PURPOSE:** The purpose of these specifications are to define the requirements for purchasing one (1) new, or equivalent, current production model self-propelled, diesel powered, vibratory roller herein after referred to as “unit” or “roller” for use in the compaction of flexible pavements and road based materials.
2. **INTENT:** The intent of these specifications is to identify the minimum acceptable requirements and establish the Respondent’s responsibility to furnish all necessary accessories. Any exceptions or variations from these basic specifications must be identified on the bid sheet.
3. **GENERAL:** The unit, including all necessary attachments, shall be furnished complete and ready to use. All items not appearing specifically mentioned that are required for a complete unit shall be furnished. Any items appearing in the manufacturer’s regular published specifications must be outlined in the attached clarification letter.
4. **SAFETY REQUIREMENTS:** It shall be the Successful Respondent’s responsibility that the complete equipment conforms to all applicable Federal safety laws, regulations and standards in effect on the date of delivery.
5. **DEMONSTRATION:** The Town reserves the right to request a demonstration of any respondent’s recommended equipment, prior to award of an agreement.
6. **DELIVERY:** Prior to delivery, unit shall be serviced and inspected by the dealer or his agent. Inspection must include service and inspection performed. The Equipment Preventative Maintenance Questionnaire shall be included in the delivery. **Note: Equipment PM Questionnaire (ATTACHMENT B) provided.**

6.1 Condition of unit upon delivery:

Delivery unit must arrive at the prearranged delivery point completely pre-serviced with oil, lubricants and coolant according to the manufacturer’s recommended capacity.

All advised precautions referring to first operations and break-in of the unit are to be posted clearly on the unit for the operator.

The fuel tank shall be clean and free from defects and should be ready for immediate and continuous use upon delivery.

6.2 Delivery point and contact person:

Delivery point of the complete assembled unit:

Town of Branford
Department of Public Works
137 North Branford Road
Branford, CT 06405

The contact person for delivery:

Emil Coviello
Department of Public Works Director
203-488-4156 Phone
203-315-3905 Fax

6.3 Delivery receipt:

The Town will not accept or pay for damaged goods. Upon receipt, The Town Shall make an inspection and if found not to be in accordance with the agreed Upon specifications, the dealers shall pick-up and redeliver the equipment after it conforms to the specifications at the Vendor's expense. The time frame shall not exceed thirty (30) calendar days from the notification of non-conformance.

The Successful Respondent is responsible for delivering the completed unit within the time frame agreed by the Town. Delivery is preferred within 90 days after receipt of purchase order. The Successful Respondent shall provide their manufacturer's confirmation of the order to the Town contact person within seven (7) working days after receiving the approved purchase order.

7. **TRAINING:** The Vendor shall be required to perform complete training on the subjects of Unit Operation and Preventative Maintenance. Training is preferred within seven (7) working days after delivery of the unit.
8. **WARRANTY:** The Successful Respondent will provide at a minimum a one-year (12-months) warranty for the unit and all attachments. For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as suggested by the manufacturer. The Successful Respondent shall provide the names and addresses for each Authorized Warranty Dealer within the applicable region.
9. **ACCESSORIES:** All accessories shall be certified to be compatible with the unit.

ATTACHMENT B
EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL RESPONDENT OR MANUFACTURER'S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF UNIT TO THE TOWN OF BRANFORD.

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____

ENGINE

MAKE _____ MODEL _____

HORSEPOWER _____ FUEL TYPE _____

CYLINDER _____ ENGINE SERIAL# _____

COOLING SYSTEM CAPACITY _____

BELTS DESCRIPTION

PART NUMBER

TIRES FRONT MAKE & SIZE _____

REAR MAKE & SIZE _____

PARTS

BATTERY MAKE _____ MODEL _____

SPARK PLUGS/FUEL INJECTION MAKE _____

FUEL PUMP/INJECTION PUMP MAKE _____

ALTERNATOR MAKE/PART# _____

STARTER MAKE/PART# _____

HYDRAULIC PUMP MAKE/MODEL _____

FILTERS

MAKE

PART#

LUBRICANT

OIL _____ ENGINE _____

AIR FILTERS _____ TRANSMISSION _____

FUEL FILTERS _____ STEERING _____

OTHER _____ OTHER _____

Town of Branford

Vibratory Roller

BID PRICING SHEET

Company Name _____

Company Address _____

Telephone Number _____

Authorized Agent _____

Authorized Agent Signature _____

Title of Authorized Agent _____

Date _____

Price: _____

NON-COLLUSION AFFIDAVIT OF BIDDER

State of: _____

County of: _____, SS)

_____ ; being first duly sworn, deposes and says that:

- 1) S/he is (owner, partner, officer, representative or agent) of _____ ,
the Bidder that has submitted the attached Bid:
- 2) S/he is fully informed regarding the preparation and contents of the attached Bid and of all
pertinent circumstances regarding such Bid:
- 3) Such Bid is genuine and is not a collusive or sham Bid:
- 4) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees
or parties in interest, including this affiant, 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 Bidder, or to fix any overhead, profit
or cost element of the bid price or the bid price of any other Bidder or to secure through any
collusion, conspiracy, connivance or unlawful agreement any advantage with the Owner or any
person interested in the proposed Contract.
- 5) The price quoted in the attached Bid is fair and proper and is not tainted by collusion, conspiracy,
connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives,
owners, employees, or parties in interest.

Signed: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 20 _____ .

Notary Public: _____

My Commission expires _____, 20 _____ .