



PURCHASING AUTHORITY
Town of New Milford, Connecticut
REQUEST FOR BIDS – Zero Turn Mower

Sealed bids will be received at the Purchasing Office until 3 p.m., on Thursday, November 29, 2018. Bids must be in a sealed envelope, addressed to the Purchasing Authority, 10 Main Street, New Milford, CT 06776, and **clearly marked:** Zero Turn Mower. Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, November 29, 2018 at 3:30 p.m. Late bids will be considered informal and rejected.

INTENT: Purchase of one (1) Zero Turn Mower per specifications.

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

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

Town of New Milford, Connecticut

Parks & Recreation Department

J.P.C.C

2 Pickett District Road

New Milford, CT 06776

Phone: (860) 355-6050

Fax: (860) 355-6052

BID SPECIFICATIONS FOR COMMERCIAL ZERO TURN MOWER

The Town of New Milford is soliciting competitive bids from qualified suppliers to purchase one (1) current model year, commercial quality ZERO TURN MOWER as noted in the specifications listed below. The bid price shall include all delivery and freight charges in the unit price and shall remain in effect for 6 months following the award of the bid. The bid price shall also include additional kits and the installation of such kits and attachments.

The town reserves the right to accept or reject any and all bids in part or in whole. All bids are requested to be typed and not hand written. An additional sheet detailing all deviations from the specification listed below shall be attached to the bid sheet. All deviations shall reference the corresponding item in letter and number.

1. RECEIPT AND OPENING OF BIDS:

The Town of New Milford invites bids on the form attached hereto. All blanks must be appropriately filled in. Bids will be received by The Purchasing Authority at the Purchasing Office, Lower Level Town Hall, 10 Main Street, New Milford, Connecticut, until 3:00 p.m. on Thursday, November 29, 2018. The bids will be publicly opened and read aloud on that day at 3:30 p.m.

The envelopes containing the bids must be sealed, addressed to The Purchasing Authority, Town of New Milford, 10 Main Street, CT and designated as Bid for Zero Turn Mower. The Town may 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. The Municipality may accept or reject any or all bids or any or all portions of bidders and take any action deemed to be in its best interest.

2. PREPARATION OF BID:

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be completed, in both words and figures. Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, their address, and the name of the equipment for which the bid is submitted.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above.

Please submit the following in your bid packet:

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

3. TECHNICAL SPECIFICATIONS:

A- Engine

1. 37 gross horsepower minimum
2. 933 cc minimum
3. 2 cylinder gasoline motor
4. Electronic Fuel injection
5. 4 Cycle
6. High efficiency oil cooler
7. Large capacity fuel pump
8. Self-priming
9. 2 barrel carburetor with fuel shut-off
10. Two-stage air cleaner
11. 11 gallon or greater fuel tank
12. Pressurized radiator cooling system

B- Drivetrain & Suspension

1. Hydrostatic gears
2. Heavy duty independent transaxles with cooling fins
3. 1.375 inch drive axles
3. Travel Speeds: Forward: 0-12 mph / Reverse: 0-6 mph
4. 13 x 6.5 -6 flat free caster wheels
5. 26 x 12 - 12 drive turf tires
6. Shocks: Coil over shocks adjustable front & rear suspension
7. Wet disc brakes
8. Rear bumper to protect engine

C. Electrical

1. 55 amp heavy duty alternator
2. 12 volt heavy duty battery
3. Electric key ignition switch
4. Electric PTO

D. Mower Deck

1. 61" mid-mount, free floating, finish mower deck
2. Multi-layer heavy gauge steel constructed deck with reinforced edging
3. Side discharge with flexible rubber discharge chute
4. Cutting Height 1.5" – 5" minimum (in ¼' increments)
5. Debris/maintenance access shield over pulleys
6. 3 heavy duty cutting blades minimum
7. Striping kit
8. Industrial 10" cast iron spindles with 1 3/16' shaft, greaseable ball bearings
9. Foot operated deck adjustment
10. Include all additional installation kits as required
11. Include additional installation kits as required

E. Collection System

1. Heavy duty triple bag system
2. Heavy duty mesh bags with polyethylene bottom with handle
3. Soft top
4. 12.5 cubic feet capacity minimum
5. Heavy duty high volume vacuum system
6. Heavy duty impellers
7. Industrial grade bearings
8. Commercial idler pulleys
9. 7" diameter outlet hose minimum

F. Miscellaneous

1. High-back seat with armrest and engine kill switch
2. Storage panel & cup holder.
3. Trailer hitch that will accept ½" shankball
4. Standard foldable ROPS
5. Fuel gauge and hour meter
6. Parking brake
7. One inch adjustable tubular steering levers
8. Width with deflector up: 66.5"
9. Length: 84"
10. Weight 1,440 lbs.
11. Ability to mow 7 acres per hour at 80% efficiency
8. All kits, hardware, setup, freight and delivery charges included in bid

G. Warranty & Manuals

Minimum 3 year limited manufactures engine warranty, 4 year limited warranty or 500 miles, 4 year limited suspension warranty from the date of delivery. Please include:

1. One copy of the service manual covering all components of the machine and attachments.
2. One copy of the part manual for all components of the machine and attachments.

H. Delivery

Mower shall be delivered fully assembled with a full tank of fuel to the Parks & Recreation Maintenance Office, Unit #5, 180 Sunny Valley Road, New Milford, CT.

4. **ADDENDA AND INTERPRETATIONS:**

No interpretation of the meaning of the specifications or other documents will be made to any bidder orally. Every request for such interpretation must be in writing and addressed to Dan Calhoun, Director of Parks & Recreation, via email to be given consideration. Such requests must be received no later than 5 p.m. on Monday, November 19, 2018. 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 on the State of Connecticut’s DAS Website as well as the Town’s website, www.newmilford.org no later than noon on Wednesday, November 21, 2018. 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.

5. **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.

6. **BASIS OF AWARD:**

The following factors will be considered in selecting a contractor:

- Lowest cost responsible bidder
- Whether the Bidder can deliver the mower within an agreed upon timeframe, without delay or interference

Questions regarding this bid should be directed to:

Daniel Calhoun, Director of Parks & Recreation, by email at dcalhoun@newmilford.org per Section 4 of these specifications.

PURCHASING AUTHORITY
Town of New Milford, Connecticut
INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT

BID: Zero Turn Mower

BID OPENING: November 29, 2018

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



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(To Accompany Bid)

State of _____

Ss. _____

_____ being first duly sworn, deposes
and says 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.

(Signed) _____

Title

Subscribed and sworn to before me this _____ day of _____ 2018.

(Title)

My Commission Expires _____ 20____.

Town of New Milford

Zero Turn Mower

BID SHEET SUMMARY

Item: Zero Turn Mower:

Model Year: _____

Make and Model: _____

Delivery of complete mower to the Town of New Milford within _____ days.

Total Bid: \$ _____

Bid in written form: _____

Please use additional page(s) for deviations from specifications, if necessary.

This bid includes addenda # _____

The undersigned 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.

COMPANY: _____

BY: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

ADDRESS: _____

TOWN: _____ STATE/ZIP: _____

PHONE: (DAY) _____ FAX: _____

EMAIL: _____