

CITY OF BRISTOL

INVITATION TO BID

Please quote us your prices on the commodities or services listed below. All prices must be FOB Destination. You must show Unit Price, Amount and Total or bid may be rejected.

<http://www.bristolct.gov/bids>

Since the City of Bristol is exempt from the payment of Federal Excise Taxes and the Connecticut Sales Tax, do not include such taxes. The City reserves the right to reject in whole or in part any or all bids submitted. The attached standard terms and conditions shall become a part of any resultant contract award.



Vendor Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____

Page 1 of 2

THIS IS NOT AN ORDER. Fill in and return to the address below.

ISSUED BY: City of Bristol, Connecticut		(Return Bid attention of) Roger D. Rousseau	BID NUMBER 2011-083
ADDRESS 111 North Main Street Purchasing Department Bristol, CT 06010			DATE ISSUED March 18, 2011
SHIP PREPAID TO ABOVE ADDRESS (unless other address is entered here)		TELEPHONE NUMBER (860) 584-6195	DATE BID REQUIRED April 7, 2011 11:00 am
			DATE MATERIAL REQUIRED
		To be Completed by bidder	
		Unit Price	Amount

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	To be Completed by bidder	
				Unit Price	Amount
1.	<p>Slope Mowing Tractor with front mounted flail mower, as per specifications outlined in Attachment A.</p> <p>The specifications in Attachment A, based on an Aebi Model TT270 unit, are intended to serve as a base specification; functionally equivalent equipment will be considered. The City shall be the sole judge in determining functional acceptability of equipment, based on its ability to meet the operational needs of the City.</p> <p>Certain requirements are considered a significant priority in making determination of functional acceptability:</p> <ul style="list-style-type: none"> • Engine shall be water-cooled (not air-cooled). • Tires shall be foam filled 425/55 R17 Continental Radials. • Unit shall be capable of cutting for prolonged periods of time at a 45-degree angle, with operator seat tilting at a consistency with the slope (i.e. operator seat shall be level). • Unit shall be capable of mowing at minimum 2.8 acres per hour on existing conditions at Bristol landfill. • Unit shall have an integrated air conditioning system 	Each	1		\$ _____

To be completed by bidder	QUOTE NO:	DATE SUBMITTED	DELIVERY AS REQ'D. (Unless noted here)	
	SIGNED	TITLE	TELEPHONE NO. & EXTENSION	CASH DISCOUNT PAYMENT TERMS
	VENDOR FEIN/SSN	ARE YOU INCORPORATED YES <input type="checkbox"/> NO <input type="checkbox"/>	PURCHASE ORDER ADDRESS (If different from bidder's address above)	

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Vendor Name _____

Address _____

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Page 2 of 2

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for the operator's cab.

The City of Bristol reserves the right to require onsite demonstration of vehicle performance, for the purpose of verifying compliance of proposed equipment with the specifications. Said onsite demonstration shall not cause any costs to be incurred on the part of the City

Please Note:

Responses to this Request for Quotation must be submitted in writing prior to the due date and time noted above, to the address noted above, as a sealed bid response. Responses received after the required due date and time will not be considered for award.

Faxed bid responses are Not Acceptable.

Bids must be enclosed in a sealed envelope, addressed to the City of Bristol and clearly identified as **"Bid #2011-083 Slope Mowing Tractor"**

To be completed by bidder	QUOTE NO:	DATE SUBMITTED	DELIVERY AS REQ'D. (Unless noted here)	
	SIGNED	TITLE	TELEPHONE NO. & EXTENSION	CASH DISCOUNT PAYMENT TERMS _____ % _____ days, net 30 days
	VENDOR FEIN/SSN	ARE YOU INCORPORATED YES <input type="checkbox"/> NO <input type="checkbox"/>	PURCHASE ORDER ADDRESS (If different from bidder's address above)	

RETURN THIS FORM IMMEDIATELY!

City of Bristol, Connecticut
Acknowledgment: Receipt of Bid Documents

Bid Number: **2011-083**

Title: **Slope Mowing Tractor**

Please take a moment to acknowledge receipt of the attached bid documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit proposals.

Date Invitation to Bid was issued March 18, 2011

Date Invitation to Bid was received ____/____/____

Do you plan to submit a proposal? Yes____ No____

Print or type the following information:

Company name: _____

Address: _____

City or Town: _____

Phone: _____

Fax: _____

Email: _____

Received by: _____

Note: Faxed acknowledgments are requested!

FAX (860)584-6171

A cover sheet is NOT necessary.

IMPORTANT: DO NOT FAX PROPOSALS

PROPOSALS MUST BE SUBMITTED IN SEALED PACKAGES

Invitation to Bid 2011-083
Slope Mowing Tractor
Attachment A - Technical Specifications

Engine: Detroit Diesel VM D754, 3.0 liter, 4-cylinder with turbocharger, 4-stroke, direct injection, water-cooled, 95 HP at 2600 rpm, maximum torque 247 ft-lb at 1300 rpm.

Electrical: 12 volt, 85 ampere, 88 Ah high-performance cold-start battery, automatic pre-heat system.

Transmission: Continuously variable hydrostatic with adjusting pump, adjusting motor and 2-speed output gearbox. The vehicle-drive control system can be switched on and off.

Speeds: Slow range (mph): 0-12.4 forward, 0-5.6 reverse. Fast range (mph): 0-24.9 forward, 0-9.9 reverse.

Mowing: Mowing performance requirement of 2.8 acres an hour at a minimum speed of 3.5 mph.

Power take-off: Standard 1³/₈" 6-spline shafts with clockwise rotation (viewed from shaft end). The electro-hydraulically operated dry single-plate clutch can be engaged and disengaged under load. Speeds: front 550rpm and 1090 rpm, rear 580 rpm and 760 rpm, pre-selectable separately front and rear.

Axle drive: Electro-hydraulically operated permanent 4-wheel drive with Torsen inter-axle differential and fully lockable differentials in the front and rear axles.

Steering: Hydrostatic 4-wheel steering, switchable to front-wheel, rear-wheel, or crab-mode by push-button control. Change of steering mode at will by automatic detection and synchronization of wheel position via inductive sensors. Turning radius with all-wheel steering: 10' 10" (lock 40°). With double tires, turning radius 13' 7" (lock limit: 30°).

Tires: All Ground 425/55 R17 radial tires, especially for use on steeply sloping grassland. All four (4) tires will be of equal size. Dual tires shall be mounted front and rear using quick-detach hardware and the tires shall be 7.50-18. Tires shall be foam-filled.

Brakes: Hydraulic twin-circuit servo footbrake operating on all wheels. In addition, hydraulic driving brake, handbrake, and single-wheel brake on rear wheels.

Driver's cab: Dust-proof all-around view comfort cabin, vibration and noise dampening maximum 79db. Safety frame must meet 79/622/EEC minimum. Front windshield must have washer and wiper with automatic delay, all glass door, rear window that opens as a safety door and all glass must be tinted. Air conditioning/heating system must be climate controlled, have dust filtration, with selectable defrost and recirculating air. Cab must be wired for AM/FM radio with factory installed speakers. The seat must be able to be adjustable for height and weight and have automatic/manual power tilt seat and have a lap belt. Factory installed computer to

monitor operating conditions that will alarm both visually and audibly notifying operator of problems and identifying what the problem is. The system must be able to retain and recall on demand all faults over the duration of the tractor's life. The computer must also be programmable to calculate mowing acreage with a reset capability. Display screen must have a digital read-out of miles per hour. Cab must have interior dome and map light. Cab must be outfitted with cab escape tool (cut seat belt and break glass). Tractor must have manual tilt steering wheel and have rear view mirrors inside and outside.

Lighting: Tractor must have a minimum of the following: front headlights with high and low beam, front and rear directionals, and corner marker lights. Cab will also have the optional factory front and rear overhead working lights that have factory installed switches that are back lighted, rear window wiper and strobe light.

Hydraulics: Bosh solenoids, pressure 2538 psi, delivery rate 9.5 gal/min at engine speed of 2600 rpm, 2.6 gallon oil reservoir for hydraulic cylinders.

Front hydraulic system: 3-point Cat. I, displaceable sideways hydraulically, with quick-connection capture sockets and top link, controllable via multifunction control lever, minimum lifting force 4500 lbs at 2538 psi. Self regulating load transfer and automatic calibration. Vibration absorption for road travel.

Rear hydraulic system: 3-point Cat. II, raising, lowering, carrying, floating setting, lifting rods with crank adjustment, minimum lifting force 4275 lbs at 2538 psi. Quick-action coupling mechanism.

Supplementary hydraulic system: Four supplementary hydraulic connections front and rear, once double-acting with float setting.

Towing mechanism: Automatic trailer hitch with quick-action adjustment (height above ground 13.3-37.0 inches).

Fuel tank	25.1 gallons.		
Weights	Net weight	5732	lbs
	Maximum front axle load	5291	lbs
	Maximum rear axle load	5291	lbs
	Maximum gross weight	8378	lbs
	Maximum hitch load	1323	lbs
	Maximum trailer, braked	7716	lbs
	Maximum trailer, unbraked	3307	lbs
	Maximum trailer, independent brake	13,228	lbs

Operation: A total of twenty functions can be controlled via the drive lever. Using the keypad to the right of the driver, additional hydraulic system functions and also the heating and air-conditioning system can be controlled, and operating sequences such as coupling up front and rear lifting equipment can be programmed. All information about the operating state and important settings are shown via a display or with indicator lights.

Dimensions: Length: 160.6 inches, Width: 83.1 inches, Height: 83.9 inches

Front Mounted Flail Mower: Shall have a working width of 88 inches and have a factory supplied front mount hitch to match category 1 hitch. The flail shall not exceed 1150 pounds and will be delivered on the tractor and ready to operate.

Other Considerations:

Tractor shall be delivered to work site with $\frac{3}{4}$ full tank of fuel, with six (6) hours of operator training to be provided at the time of delivery.

Bid price shall include at minimum two tractor warranty services; one at 50 hours and one at 150 hours of operating time, or at intervals of 6 months and 1 year, consistent with manufacturer's warranty specifications.

Parts manual, operator's manual and safety manual to be delivered with the tractor and flail mower.



**CITY OF BRISTOL, CONNECTICUT
NON-COLLUSION CERTIFICATION**

The undersigned certifies under penalty of false statement that this proposal or contract has been made, submitted and executed in good faith and without collusion or fraud with any other person, and without any agreement designed to limit independent bidding or competition. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

I further certify that I have not provided or directed to be provided gifts, meals, or gratuities, as defined in Sec. 2-129(b) of the Bristol Code of Ordinances to any official or employee of the City of Bristol responsible for awarding or administering this bid or contract.

Please complete and sign

Legal Name of Bidder: _____

Business Address: _____

Name of Authorized Agent _____ Title: _____

Phone: _____ Fax: _____

Signature: _____ Date: _____



City of Bristol
Workplace Analysis Affirmative Action Report
Employment Information Form

Purchasing Department
111 North Main Street
Bristol, CT 06010

Company Name Street Address City State Zip	Contact Person	Phone Number	Date
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Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.

JOB CATEGORY	A. OVERALL TOTALS (sum of all columns, B-F Male & Female)	B. WHITE (not of Hispanic origin)		C. BLACK (not of Hispanic origin)		D. HISPANIC		E. ASIAN/PACIFIC ISLANDER		F. AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officers/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service workers											
TOTALS ABOVE											

Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
If CT based, do you post all employment openings with the State Of CT Employment Service? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Do you use an Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Describe your recruitment, hiring, training and promotion anti-discrimination practices.	



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Purchasing Department
111 North Main Street
Bristol, CT 06010

Telephone Number:
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<http://www.ci.bristol.ct.us>

Standard Bid and Contract Terms and Conditions

Page 1 of 3

All Invitations For Bids issued by the City of Bristol ("City") will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation For Bids.

The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Bids

1. Bids must be submitted on forms supplied by the City Purchasing Department. Telephone or facsimile bids will not be accepted in response to an Invitation For Bids.
2. Bidders shall bear any and all costs associated with response to this invitation to bid, including the costs for any presentation and/or demonstrations (if applicable).
3. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening given in each bid proposal shall not be considered. **Bid envelopes must clearly indicate the bid number** as well as the date and time of the opening of the bid. The name and address of the Bidder shall appear in the upper left hand corner of the envelope.
4. If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following website:
<http://www.ci.bristol.ct.us/bids>
5. This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Bristol does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.
6. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by the City after the time specified for opening of bids, shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. In the event an authorized

designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.

7. The City of Bristol reserves the right to accept or reject any and all bid responses, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgement, the best interests of the City will be served.
8. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for bids.
9. Alternate bids will not be considered, unless specifically authorized in the invitation to bid. An alternate bid is defined as one which is submitted in addition to the bidders primary response to the invitation for bids.
10. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
11. Pursuant to Section 12-412 of the Connecticut General Statutes, municipalities are exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.
12. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.
13. All bids will be opened and read publicly and upon award are subject to public inspection, subject to the provisions of Section 1-210 of the Connecticut General Statutes (Freedom of Information). Copies of information resulting from any bid opening are generally not available until a contract has been formally awarded.

Guaranty or Surety

14. Bid and or performance bonds may be required, if specifically required within the specifications. Bonds must meet the following requirements:
Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; **Firm or Partnership** - must be signed by all the partners and indicate they are "doing business as"; **Individual** - must



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be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

15. The City requires General Liability insurance (including Completed Operations coverage) from all contractors doing business with the City, in the amounts of \$1,000,000 (combined single limit) Bodily Injury-Property Damage Coverage per occurrence and \$2,000,000 aggregate coverage; as well as \$1,000,000 automobile liability where the use of a vehicle is used in the performance of this contract, and workers compensation as defined in the Connecticut General Statutes. The City is to be named as an additional insured on all policies.

Samples

16. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample. Samples are furnished free of charge. Samples may be held for comparison with deliveries.

Award

17. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.

18. The Purchasing Department may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

19. In the event that a local business submits a bid to the City that is within 4% of the lowest qualified bidder and is considered to be in compliance with the requirements set forth in the bid, the local business shall be allowed the opportunity to accept the award of the contract at the amount of the lower bid. Such practice shall apply to all City bids for all City departments, with the following exceptions:

1. Contracts exceeding \$300,000.00.
2. Professional services, awarded on subjective and objective criteria in addition to cost.
3. Contracts using state, federal or other funds that have governing regulations disallowing such practice.

4. Contracts awarded on behalf of the Bristol Water Department as a separate enterprise fund.

Contract

20. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

21. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Purchasing Department.

22. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified bidder.

23. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority to purchase these commodities or services on the open market. The Contractor agrees to promptly reimburse the City for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

24. The bidder hereinafter referred to as persons requesting the use of city facilities of the City of Bristol, or in contracting with the City of Bristol for goods, services, materials, labor and the like with the city of Bristol and its respective officers, agents and servants agrees to indemnify, defend and save harmless from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the City of Bristol and its respective officers, agents and servants, or of the bidder or of any participant or spectator, and from injuries including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site or on any other person or damage to property, real or personal, including property of the city of Bristol and their respective officers, agents, and servants, caused in whole or in part by the acts or omission of the Bidder or any participant or spectator or anyone directly or indirectly employed or working for the bidder while engaged in the activity in the City of Bristol.

25. Notwithstanding any provision or language in this contract to the contrary, the purchasing agent may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the City. Any such termination shall be



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Standard Bid and Contract Terms and Conditions

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effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City all data, drawings, specific-ations, reports, estimates, summaries, and such other information and materials as may have been accum-ulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the City. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Office of Corporation Counsel for the City of Bristol, however, no compensation for lost profits shall be allowed.

26. The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Bristol is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Bristol.

Delivery

27. All products and equipment delivered must be new, and shall include any and all manufacturer warranties, unless otherwise stated in the bid specifications.

28. Delivery will be onto the specified City loading docks by the Contractor unless otherwise stated in the bid specifications.

29. Payment terms are net 30 days after receipt of goods or properly executed invoice, whichever is later, unless otherwise specified. A contractor may quote payment discount terms which may be considered in making the award.

30. Charges against a Contractor shall be deducted from current obligations. Money paid to the City by the Contractor shall be payable to the Treasurer, City of Bristol..

Saving Clause

31. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires,

floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

32. Contractors may not reference sales to the City for advertising and promotional purposes without the prior specific approval of the Purchasing Department.

Rights

33. Any and all data collected by the contractor relative to either the performance of services or delivery of materials shall remain the sole property of the City of Bristol. Such data includes historic usage of materials and services as collected by the contractor, as it relates to Bristol purchasing activity. The City has sole and exclusive right and title to all printed material produced for the City, whether acceptable or unacceptable, and the contractor shall not copyright any printed matter produced under the contract.

34. The Contractor assigns to the City all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

35. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold the City harmless and indemnify the City from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

37. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of Public Act 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.