

IMPORTANT INFORMATION TO BIDDERS

It is YOUR responsibility to register with the office of Town Manager if you use the TOWN WEB SITE to download this RFP/BID. Failure to register may prevent you from receiving important addendums, changes or answers to questions submitted by other vendors regarding the specifications. The Town of Clinton assumes no responsibilities for defects and/or omissions in Bid responses due to failure to register with the Office of Town Manager.

It is strongly recommended that you E-mail the following information to mschettino@clintonct.org.

Name:

E-mail Address:

Phone:

Bid Name:

Bid Number:

SPECIFICATIONS
FOR

Bid #2023-10
4 Wheel Drive Rubber
Tire Backhoe

PROJECT DESCRIPTION:

Purchase of a replacement 4wd Rubber tired
backhoe

TOWN MANAGER: KARL KILDUFF

PUBLIC WORKS DIRECTOR: TODD HAJEK

**LEGAL NOTICE
TOWN OF CLINTON**

SEALED BIDS will be received until **11:00 a.m. Thursday, July 6th, 2023** the Office of the Town Manager, Andrews Memorial Town Hall, 54 E. Main Street, Clinton, Conn. 06413 at which time they will be opened and read aloud for a **New 4WD Rubber Tire backhoe**. Bids received after the above date and time will be rejected. Bid Documents are available for download on the Town of Clinton website at www.clintonct.org.

The Town Manager reserves the right to reject any, or any part of, or all proposals; to waive informalities and technicalities and to accept the Bid which the Town deems to be in the best interest of the Town, whether or not it is the lowest dollar amount.

Karl Kilduff, Town Manager

PUBLISH: New Haven Register
DATE: Jan 20, 2023

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INFORMATION TO BIDDERS**

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New 4WD Rubber Tire backhoe.

Bids received after the above stated time will be rejected. Bid Documents are available for download on the Town of Clinton website at www.clintonct.org.

Certificates of Insurance in a form acceptable to Town Counsel, will be submitted by the successful bidder upon written or verbal notification that the proposal has been accepted. Required insurance must be maintained for the duration of the contract.

Terms of payment, except when specified in the proposal, will be net 45 days after receipt of approved invoice. The Town of Clinton is exempt from taxes imposed by the Federal and State Governments including the Federal Transportation Tax. Such taxes should not be included in your proposal. Where applicable, freight charges, setup charges and any other charges are to be included in the total price to the Town.

Equipment supplied and work performance must be in conformance with all OSHA regulations and all vehicles must meet Federal and State Department of Transportation rules and regulations governing their use in Connecticut. All equipment will be maintained in a safe clean working condition as intended by the manufacturer. Violation of this provision may result in immediate termination of contract.

When applicable, the Contractor assumes responsibility to conform to all local ordinances and to obtain all necessary permits before start of work. Certificates of Insurance shall include the Town of Clinton as an additional insured for the life of the Contract.

Pursuant to Section 10-6 of the Town of Clinton Charter, the Town Manager may reject any and all bids, or waive informalities and technicalities. Bids received after the above stated time will be rejected. No bid shall be accepted from or contract awarded to any person who is in arrears to the Town of Clinton on any tax, debt, or contract.

GENERAL INFORMATION TO ALL RESPONDENTS

The first page of each BID must be clearly labeled with the proposer's name, the name of a contact person within the proposer's organization, and the proposer's mailing address, telephone number, fax number, webpage address and email address.

To be considered, a vendor must submit a complete BID that satisfies all requirements and addresses all information requested or specified in this BID.

The Town reserves the right to amend or withdraw this BID at any time prior to the deadline date for submission of proposals. If this BID is amended, the Town will notify each REGISTERED proposer in writing, via email.

When quantities are listed in these specifications they may be increased or decreased by the Town of Clinton, depending upon its actual requirements.

The Town of Clinton is an equal opportunity employer and we advise you of our intent to negotiate business only with other equal opportunity employers. All Contractors and subcontractors with whom we contract are obligated to provide equal opportunity without regard to race, creed, color, national origin, age, sex or handicap.

Bids must be submitted on proposal forms attached hereto. Bids received later than the time and date specified will not be considered.

No bid shall be accepted from, or contract awarded to any person who is in arrears to the Town of Clinton on any tax, debt, or contract.

All questions are to be submitted by email. Only questions submitted in this manner will be answered. All bidders will receive copies of questions and answers upon request.

All bid prices must include prepaid delivery, assembly and/or installation (ready for operation and/ or use) of all equipment and/or materials to the individual location(s) as designated by the Town of Clinton. All bid prices are to be submitted on the sheets provided on this bid. Quantities and pricing are to be listed in accordance with these sheets.

Bidders offering(s) under this bid must meet and be in compliance with all local, state and federal specifications, regulations and requirements pertaining to the work, materials, equipment or items requested in the bid.

The successful bidder, vendor and/or contractor must protect all property of the Town of Clinton, (i.e., all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense.

At the completion of the work the vendor and/or contractor must remove from the premises all surplus materials and all debris created by him. He must leave the premises in a clean and

finished condition acceptable to the owner or its agents. It is the responsibility of the VENDOR to document before and after conditions.

Default - It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when he/she has not delivered the item(s) within the time constraints listed in this document. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document and/or they have ceased work on the project for a period of fifteen (15) working days cumulative or consecutive.

Samples that are forwarded by the bidder will be returned to the bidder at his request and at his expense. Samples not returned to the bidder will be disposed of at the discretion of the Town of Clinton or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within thirty (30) days of bid opening date. Items not picked up within thirty (30) days of bid opening will be disposed of by the Town Clinton.

Any and all references to trade names, types, styles, models or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and/or materials that will be satisfactory. Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish, and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitutes that might be offered are guaranteed by the bidder to be of equal or better quality than is requested in the bid. The item(s) offered must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. WHEN RECEIVED, SHOULD ITEMS/MATERIALS PROVE TO BE DIFFERENT IN ANY WAY, THE BIDDER AGREES TO THE RETURN OF THE ITEMS AND AGREES TO SUPPLY THE CORRECT ITEMS (PER BID SPECIFICATIONS) AT THE BIDDER'S EXPENSE.

Bidders are cautioned that surplus, seconds, factory rejects, close-outs or distressed items are not acceptable and shipment of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

The quantities and/or material listed in the specifications may be increased or decreased by the Town of Clinton or its designated representative based on actual need at the time the orders are placed.

The Town of Clinton or its designated representative reserves the right to reject any proposal in whole or part offering equipment and/or materials and/or services that in his/her opinion does not meet the quality standards desired. Such decision will be considered final and not subject to further recourse by the bidder.

The Town of Clinton or its designated agent reserves the right to award or reject by item, or part thereof, groups of items, or parts thereof, or all items of the bid and to award contracts to one or more bidders submitting identical proposals as to price, to reject any and all bids in whole or in part, to waive technical defects, irregularities and omissions if, in his/her judgment the best interest of the town will be served.

The Town of Clinton specifically reserves the right to reject any and all bids until a purchase order and/or contract has been awarded, no bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders that the contract has been awarded.

It is the intent to award this bid by line item; however the Town of Clinton reserves the right to award the bid in total if it is deemed by the Town of Clinton that the award in total would be in the best interest of the Town. In addition, bidders should be advised that should budgetary constraints dictate, part and/or all the items listed in this bid may be rejected. This decision(s) shall be considered final and not subject to recourse by the bidder.

**WHERE A BID BOND IS REQUIRED, IT IS TO BE SUBMITTED WITH THE BID
AT THE TIME OF SUBMISSION. (See page 12)**

Bid Bond - shall be in the amount equivalent to ten percent (10%) of the contract made out in favor of the Town of Clinton and issued by a surety company acceptable to and approved by the Town of Clinton.

**WHERE A PERFORMANCE BOND IS REQUIRED, IT IS TO BE SUBMITTED AFTER AWARD OF
BID AND PRIOR TO CONTRACT EXECUTION. (See page 12)**

Performance Bond - the bidder whose proposal shall be accepted shall file a performance bond and execute said contract within fifteen (15) days from the date of notification of such award. The bond furnished must be in favor of the Town of Clinton and executed by a surety company authorized to transact business in the State of Connecticut and acceptable and approved by the Town of Clinton. It shall be for not less than one hundred percent (100%) of the total contract price but in no case less than one thousand dollars (\$1,000).

**WHERE A PAYMENT BOND IS REQUIRED, IT IS TO BE SUBMITTED AFTER AWARD OF BID
AND PRIOR TO CONTRACT EXECUTION. (See page 12)**

Payment Bond - if requested by the Town of Clinton, bidder whose proposal shall be accepted shall file a payment bond and execute said contract within fifteen (15) days from the date of notification of such award. The bond furnished must be in favor of the Town of Clinton and executed by a surety company authorized to transact business in the State of Connecticut and acceptable and approved by the Town of Clinton. It shall be for not less than one hundred percent (100%) of the total contract price but in no case less than one thousand dollars (\$1,000).

The Town of Clinton reserves the right to require successful bidder(s) to enter into such security arrangements as are deemed necessary to protect the Town of Clinton property and goods.

Facsimile Transmissions - Submission of this bid or any portion of this bid and/or any documents relating to the bid by means of Facsimile Transmission (fax machine) is unacceptable and will not be considered in the bid process.

The bidder agrees to obtain all work/building permit(s) as might be required. The cost of obtaining said permit(s) shall be included in the bid price(s). In addition, it shall be understood where property lines are to be considered, bidders are to verify said lines/measurements with proper Town Officials prior to commencement of work.

In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin.

The successful bidder shall not employ any subcontractor to fulfill any of the duties as herein specified without express, prior written approval of the Town of Clinton or its designated representative.

Material Safety Data Sheet (MSDS) - the successful bidder must warrant that any chemicals supplied hereunder will contain appropriate warning labels, cautioning instructions and notices. In addition, any chemical products supplied in bulk and/or used in the execution of this bid and/or its content, bidder agrees to furnish as directed, sufficient copies of the products MSDS and a supply of labels and cautionary instruction notices to be used in the plant(s).

The successful bidder must warrant that he has supplied all appropriate information that he is aware of concerning any potential hazards involved in the use, handling, transportation, labeling, storage or disposal of any/all chemicals and/or materials supplied and/or used in the execution of this bid and/or its contents.

The successful bidder must warrant that he has supplied any data on the possible toxic or harmful effect the chemicals provided and/or used may have and the precautions the Town of Clinton should take to eliminate or minimize those risks.

When the State of Connecticut Prevailing Wage Rate is applicable to the bid, it is to be known by the prospective bidders that a Certified Payroll Record must be forwarded prior to any request and/ or invoice for payment(s).

Machines and/or Equipment (lockout/tag out) - In an effort to comply with OSHA's final rule on control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tag out devices as prescribed by OSHA.

All energy isolating devices must be designed to accept a lockout device, as required by OSHA lockout/tag out requirements, 29 C.F.R. 1910.147(C)(2)(iii). 54 Fed. Reg. 36681, 36688 (September 1, 1989). For this purpose, an "energy isolating device" is a mechanical device that physically prevents the transmission or release of energy (such as a valve), and "lockout device" is a device that uses a positive means, such as a lock, to hold an energy isolating device in the safe position and prevent the energizing of a machine or equipment.

The successful bidder shall agree that any award resulting from this bid will be extended to any/ all departments and agencies of the Town of Clinton and that the successful vendor shall invoice said Town agency and/or department separately.

The terms and contents of these general bid terms and conditions are made a part of this bid.

GENERAL SCOPE OF WORK:

The Town of Clinton is seeking BIDS for the purchase of a New model year 4wd Rubber Tire Backhoe to replace its 1997 John Deere 410D. Price includes all cost associated including the delivery to the Department of Public Works located on 117 Nod RD, Clinton CT. 06413

General Specifications

Current Model Year 4WD Rubber Tire Backhoe

John Deere 410P or equivalent

Cab with Heat/AC

Auto Shift with 4WD/Limited Slip Diff

500/70R24 Rear Tires

340/80R18 Front Tires

Diesel Engine w /Tier 4 emissions

Dual Battery

Block Heater

Aux Hydraulics

Backhoe Pilot controls w/pattern control

Ride Control

Front Bucket Quick Coupler

Front Multi-Purpose Coupler Bucket

Extendable Dipperstick with 24" Bucket

Appropriate Counterweight

Exterior /Interior Mirrors

LED Light Package

AM/FM radio

Air Suspension Seat

Full Set of Manuals

OPTIONAL EQUIPMENT PRICED SEPARATELY

WHELEN Strobe Lights/Install

Quick Couple Forks

WAIN-ROY Hydraulic swinger coupler

24" Hydraulic Jaw Bucket

48" Grading Bucket

12" Trench Bucket

Hydraulic Thumb

Hydraulic system upgrades for above

Questions:

All questions will be submitted a minimum of **3 business** days prior to bid due date.

Only questions submitted by e-mail will be addressed. Please submit all questions to: thajek@clintonct.org

Copy to: mschettino@clintonct.org

Please complete all requested information in this package:

- Page 14 Exception to the Bid (must be signed even if there are no exceptions)
- Page 15-16 Bid Proposal Form

You are responsible to read the entire document.

BID DIRECTIONS: Bids to be considered must be presented on the sheets provided within this bid. Additional information sheets may be attached. No bidder may withdraw his bid for a period of 45 days after the opening date. Prices must hold for at least 90 days after opening.

Bid bond is required with this bid: (with submittal of bid, see Page 8)	NO
Performance bond will be required: (prior to contract execution, see page 8)	NO
Payment bond will be required: (prior to contract execution, see page 8)	NO
This is a prevailing wage project:	NO
Material samples are required with this bid:	NO
Descriptive and/or equipment specifications are to be submitted with your bid:	NO
Proof of insurance required: (prior to execution of contract, see page 16)	NO
References Required	NO

Other:

Insurance Requirements

Contractor 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 Clinton as an Additional Insured on a primary and non-contributory basis to the Contractor'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 Clinton.

		(Minimum Limits)
General Liability:	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000

A Waiver of Subrogation shall be provided

Auto Liability:	Combined Single Limit	\$1,000,000
	Each Accident	\$1,000,000
Umbrella: (Excess Liability)	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000

Workers' Compensation and WC Statutory Limits		
Employers' Liability	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

A Certificate of Insurance: documenting the coverage listed above must be presented by your company prior to the commencing of any work or service. The Contractor or Vendor also agree to provide replacement and/or renewal certificates at least 30 days prior to the expiration of each policy.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years following the completion date of the work and/or service. If the claims-made policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims two (2) years from completion date.

A copy of the Declaration Pages: Will be provided to the Town.

An Additionally Insured Endorsement: A letter stating that the Town is listed as additional insured from the Insurance carrier.

Exclusions to the Policy: A statement of exclusions to all policies will be submitted prior to the award of contract.

EXCEPTIONS

No exceptions to the bid will be considered after award and acceptance by the contractor unless such exceptions are noted as part of your bid response. Please note any exceptions to the bid in your response.

We take EXCEPTION to the following specifications and/or requirements in the bid document:

We propose the following SUBSTITUTION for the excepted specifications and/or regulations:

NO EXCEPTIONS ARE NOTED TO THE BID

Name (printed):

Signature: Date:

BID PROPOSAL FORM

Proposer's Name:

Date:

Company Name:

Phone:

Contact Person:

Phone:

Street Address:

Town:

State:

ZIP Code:

E-mail Address:

FAX:

Operating as:

and duly licensed to performed the required work in the State of Connecticut and herein now known as the BIDDER agrees by submission of this BID, certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or other agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the unit prices or lump sums specified.

BASE PRICE AS SPECIFIED _____

ITEMIZED OPTIONAL EQUIPMENT

WHELEN Strobe Lights/Install	_____
Quick Couple Forks	_____
WAIN-ROY Hydraulic swinger coupler	_____
24" Hydraulic Jaw Bucket	_____
48" Grading Bucket	_____
12" Trench Bucket	_____
Hydraulic Thumb	_____
Provisions for above Hydraulics	_____

Please itemize any other equipment/options deemed neccesary

ESTIMATED DELIVERY DATE _____

Submitted by (printed):		Date:	
Signature:		Title:	

SUBMITTING PROCEDURES

Bids may be considered INCOMPLETE if the following conditions are not met.

1. All forms must be filled out completely
2. Bid Documents must be submitted as a complete set. Do not omit any pages
3. TWO (2) complete copies of your bid proposal must be submitted.
4. Bids are DUE in the Office of Town Manager prior to the advertised deadline. It is your responsibility to use whatever means necessary to assure that they are delivered on time.
5. Bids will be submitted in a sealed envelope and clearly marked with your name, the company name and the Bid #(number)

It is suggested if you have any questions on the submittal process that you contact Mary Schettino, 860-669-9333 or mschettino@clintonct.org prior to the submittal deadline.