

TOWN OF GLASTONBURY

INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE & TIME REQUIRED</u>
GL-2024-32	Three-Point Mounted Hitch Over Seeder	July 3, 2024 at 11:00 A.M.

The Town of Glastonbury is currently seeking bids to purchase the following: Three-Point Mounted Hitch Over Seeder. Bidders submitting a response for this solicitation are directed to respond online through a secure e-Procurement portal. Bids can be submitted at the following link: <https://glastonburyct.bonfirehub.com/> under the BID title “GL-2024-32 – Three-Point Mounted Hitch Over Seeder”. Bidders will be required to create a profile before submitting their bid. Step-by-step instructions on how to register as a vendor are available at this website: <https://vendorsupport.gobonfire.com/hc/en-us/articles/15646869029783-Vendor-Registration>

Bid Forms, Plans and Specifications may be obtained from the Town’s website at www.glastonbury-ct.gov at no cost. Bids must be submitted electronically no later than the time and date indicated above. **No late bids will be accepted.**

The Town reserves the right to waive informalities or reject any part of, or the entire bid, when said action is deemed to be in the best interest of the Town.

The Town of Glastonbury is an Affirmative Action/Equal Opportunity Employer. Minority / Women / Disadvantaged Business Enterprises are encouraged to bid.

The Town reserves the right to amend or withdraw this Invitation to Bid for any reason, to accept or reject any or all Bids, to waive any informalities or non-material deficiencies in any Bid, and to make such award (or make no award) of a contract in connection with this Invitation to Bid all as determined by the Town, in its discretion, to be in the best interest of the Town. A Bid may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional proposals, and incomplete Bids. A Bid may also be rejected if, in the opinion of the Town, the Bid does not meet the standard of quality established by the Bidding Documents. Any or all Bids may be rejected if there is any reason to believe that collusion exists among two or more Bidders. The foregoing provisions are for illustrative purposes and shall in no way limit the right of the Town to reject any and all Bids, in whole or in part.

Gina J. Consiglio
Purchasing Agent

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1. Bidders submitting a response for this solicitation are directed to respond online through a secure e-Procurement portal. Bids can be submitted at the following link: <https://glastonburyct.bonfirehub.com/> under the bid title “*GL-2024-32 “Three-Point Mounted Hitch Over Seeder”*”. Bidders will be required to create a profile before submitting their bid. Step-by-step instructions on how to register as a vendor are available at this website:

<https://vendorsupport.gobonfire.com/hc/en-us/articles/15646869029783-Vendor-Registration>

Bidders will be required to upload their bid response in **one consolidated pdf document** in the following file located in the bid portal:

- Bid Response & Related Documents

2. Whenever it is deemed to be in the best interest of the Town, The Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
3. The basis for the award will be based on the lowest total bid price for one new Stihl RZA 760 mower from a qualified, responsible and responsive Bidder. The Town reserves the right to choose the best configuration deemed fit for the Towns needs and budget.
4. Bids will be carefully evaluated as to conformance with stated specifications.
5. Specifications must be submitted complete in every detail, and when requested, Manufacturer’s product data shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
6. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the bid.
7. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the Bidder.
8. The Bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such Bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut, and further agrees to provide the Human Relations Commission with such information requested by the Commission

concerning the employment practices and procedures of the Bidder. An Affirmative Action Statement will be required by the successful Bidder.

9. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
10. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
11. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8th, 2003 and effective August 1, 2003 and revised October 29, 2013 and effective November 8, 2013. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid/proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website scroll down to click on **Bids & Proposals** Icon which will bring you to the links for the **Code of Ethics** and the **Acknowledgement Form**. If the Bidder does not have access to the internet, a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid/proposal.
12. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the Bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.
13. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.
14. **It is the responsibility of the Bidder to check the Town's website before submitting bid for any addendums posted prior to bid opening.**

IMPORTANT:

- Failure to comply with general rules may result in disqualification of the Bidder.
- Municipal projects are exempt from Federal Excise Taxes, as well as, State of Connecticut Sales, Use and Service Taxes and should not be include in the Bidder's proposal.

SECTION 1 - GENERAL

- 1.1 The Town of Glastonbury, Parks Maintenance Division seeks the option via bid submittals for the purchase of one “*Three-Point Mounted Hitch Over Seeder*”. This equipment will be utilized at the Park Maintenance Division Facility, 1086 New London Turnpike Glastonbury, CT 06033, for grounds maintenance,
- 1.2 Technical questions regarding this bid shall be made in writing and directed to Gregory Foran, Park Maintenance Manager at Gregory.foran@glastonbury-ct.gov . For administrative questions regarding the bidding procedures, please contact Gina J. Consiglio, Purchasing Agent at purchasing@glastonbury-ct.gov. All questions, answers, and/or addenda, as applicable will be posted on the Town’s website at www.glastonbury-ct.gov. (Upon entering the website scroll down to click on Bids & Proposals icon, then scroll down page to see the active bid table. You must click the Bid Title to view all bid details and document links). The request must be received at least five (5) days prior to the advertised response deadline. **It is the responsibility of the Bidder to check the Town’s website before submitting bid for any addendums posted prior to bid opening.**
- 1.3 The Bidder shall submit, with the bid proposal, the following documentation:
 - Manufacturer’s Product Data.
 - Warranty Information: Bidders shall also indicate whether or not they would be willing to extend the original warranty.
- 1.4 Bidders shall propose a total cost for one (1) Three Point Mounted Hitch Over Seeder, to be delivered to the Town of Glastonbury completely assembled as per the Town’s specifications herein, ready to operate. The awarded bidder shall be responsible to deliver, offload, and make fully operational the Three-Point Mounted Hitch Over Seeder at the Town’s Park Maintenance Facility
- 1.5 Bidder Qualifications: Bids shall be accepted only from manufacturers, authorized distributors or dealers who are actively engaged in the sale, service or manufacture of items detailed in this bid. Bidder shall provide written validation to affirm this and include with submission of this bid Written validation shall include at a minimum:
 - Description of bidder’s operation
 - Number of years in active sales/service
 - Number of factory trained technicians
 - Hours of service and parts availability
 - Proof of Manufacturers authorization to sell the equipment
- 1.6 Payment Terms shall be Net 30 to the bidder upon delivery and acceptance by the Town.

SECTION 2 – EQUIPMENT SPECIFICATIONS

2.1 EQUIPMENT TYPE

- Three-Point Mounted Hitch Over Seeder

2.2 EQUIPMENT PERFORMANCE

- Working width between 80 and 84 inches.
- **Alternate if working width listed is not available, please provide pricing for 60-64 inches.**
- Working depth of .75” or greater
- Working Speed greater than 7 mph
- Sowing distance less than 3”
- Hopper Capacity of 13 cubic feet or greater
- Seeding elements equal to or greater than 28
- Minimum tractor hp requirement = 50 HP

SECTION 3 OTHER

3.1 DELIVERY

- The proposed equipment shall be delivered, installed and operational at the Parks maintenance facility 1080 New London Turnpike within seven (7) calendar days after the bid award and purchase order generated, or mutually agreed upon between the Town and awarded vendor.

3.2 TRAINING

- A minimum of two (2) hours training will be provided on site for Park Maintenance staff by the manufacturer’s representative. Training shall include but not limited to operation, maintenance and troubleshooting.

3.3 WARRANTY

- All equipment shall be warranted for a minimum of one (1) year from date of final acceptance by Town. The awarded vendor shall be required to repair or replace (including labor) without charge to the Town any defective inoperable item

3.4 MANUALS

- Awarded vendor shall supply one (1) complete and detailed operation / maintenance manuals covering the complete system. These manuals shall include, but not limited to maintenance, repair, troubleshooting guide, and parts break down, etc.

3.5 PAYMENT

Payment shall be made upon satisfactory operation and acceptance of all equipment and written invoice given to The Park Maintenance Manager.

INSURANCE

The Bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of Glastonbury and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies. All policies shall contain a waiver of subrogation. **These requirements shall be clearly stated in the remarks section on the Bidder's Certificate of Insurance.** Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-VIII. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Evidence a Combined Single Limit of Liability for Bodily Injury and Property Damage: Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents

4) Follow-form **umbrella (excess) liability** insurance with a limit of \$2,000,000 each occurrence in excess of the general liability, employer's liability and business automobile liability coverages required of Contractor under this Schedule. Such insurance shall contain a provision that it will not be more restrictive than the primary insurance. Aggregate limits of liability shall apply separately with respect to the Work. Waiver of Subrogation endorsement in favor of the Town and, if the Project is to take place on school grounds, the Glastonbury Board of Education.

The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Contractor shall be responsible to notify the Town 30 days in advance with written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured on the General Liability and Auto Liability policies. The Bidder shall provide the Town copies of any such insurance policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town of Glastonbury and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Bidder's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Bidder, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Bidder to perform or furnish either of the services, or anyone for whose acts the Bidder may be liable.

BID RESPONSE PAGE

BID NO: GL-2024-32 **DATE & TIME DUE:** July 3, 2024 11 A.M.
DATE ADVERTISED: June 18, 2024 **NAME OF PROJECT:** Three-Point Mounted Hitch Over Seeder

The Bidder acknowledges receipt of the following Addenda if issued:

Addendum 1 _____(Initial/Date) Addendum 2 _____(Initial/Date) Addendum 3 _____(Initial/Date)

It is the responsibility of the bidder to check with the Town’s Website for any Addenda before submitting the proposal.

Item No.	Item Description	Unit Price	Total Cost
1	Three-Point Mounted Hitch Over Seeder with manuals		\$
2	IF APPLICABLE: DELIVERY FEE		
Total Bid			\$

\$ _____
(Total bid written amount)

ALTERNATE PRICING: IF WORKING WIDTH BETWEEN 80-84 INCHES IS NOT AVAILABLE, PLEASE PROVIDE ALTERNATE PRICING FOR WORKING WIDTH BETWEEN 60-64 INCHES BELOW.

\$ _____
(Total alternate bid written amount)

DELIVERY DAYS UPON RECEIPT OF ORDER: _____

OTHER ITEMS REQUIRED WITH SUBMISSION OF BID PROPOSAL:

The following bid checklist describes items required for inclusion with the above-referenced bid proposal package. It is provided for the convenience of the bidders and, therefore, should not be assumed to be a complete list.

- _____ 1. Included Disclosure of Past and Pending Mediation, Arbitration, and Litigation cases against the Bidder or its Principals as per Section 12 of the Information for Bidders.
- _____ 2. Checked Town web site for Addenda and acknowledged Addenda on page BP-1.
- _____ 3. Acknowledged Code of Ethics on page BP-2.
- _____ 4. Included warranty and any warranty extension by manufacturer (if applicable).
- _____ 5. Included Manufacturer’s Product Data, if applicable.
- _____ 6. Included Bidder Qualifications as required.

_____ 7. Complied with or exceeded specifications and included explanation of exceptions to specifications if any.

Bidder's Name: _____

NON-COLLUSION AFFIDAVIT:

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

CODE OF ETHICS:

I/We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I/We are selected. Yes__ No_____*

***Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the Bidder has not agreed to the above statement.**

Respectfully submitted:

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Individual

Street Address

Title

City, State, Zip Code

Date

Telephone Number/Fax Number

E-Mail Address

SS# or TIN#

(Seal – If bid is by a Corporation) Attest