

**BID PACKAGE
PURCHASE OF A USED ARTICULATING AERIAL LIFT
AVON, CT**

November 11, 2009

INVITATION TO BID 09/10-13
STANDARD INSTRUCTIONS
BID FORM
AGREEMENT
GENERAL SPECIFICATIONS

Blythe C. Robinson
Assistant Town Manager
60 West Main Street
Avon, CT 06001-3743

PURCHASE OF A USED ARTICULATING AERIAL LIFT
STANDARD INSTRUCTIONS TO BIDDERS

PROJECT NAME: Purchase of a used Articulating Aerial Lift

LOCATION: Department of Public Works

1. **INTRODUCTION**

The Town of Avon is soliciting bids for the above named project. These Standard Instructions to Bidders are a part of the bid package for the purchase and delivery of a used Articulating Aerial Lift meeting or exceeding the specifications of bid; on behalf of the Capitol Region Council of Governments (CRCOG) as part of a grant to purchase equipment to maintain the Farmington Valley Trail. Bid price to include the cost of the used unit. Only 2002 or newer models with less than 4,000 hours of use will be considered for an award. The equipment will be owned, housed and maintained by the Town of Avon, Department of Public Works. The intended use of this equipment is to be used by the eight (8) towns through which the Farmington Valley Trail is accessed. If there are any conflicts between the instructions in these Standard Instructions to Bidders and any other bidding document(s), these Standard Instructions to Bidders shall prevail.

2. **KEY EVENT DATES**

Invitation to Bid Issued	November 11, 2009
Pre-Bid Conference	Not Applicable
Public Bid Opening	10:00 a.m. November 30, 2009
Bid Awarded	(Not Definite)
Commencement of Work	Notice to Proceed
Completion Date	90 days from Notice to Proceed/Purchase Order

3. **OBTAINING BID DOCUMENTS**

Specifications and bidding documents may be obtained from the Town Manager's Office, 60 West Main Street, Avon, CT, or from the Town's website at: www.town.avon.ct.us (under "Opportunities") Public Bids & RFPs.

4. **BID SUBMISSION INSTRUCTIONS**

A. One (1) original and two (2) copies of all bids must be submitted in a sealed envelope clearly marked "Sealed Bid for the Purchase of a Used Articulating Aerial Lift". If forwarded by mail or courier, the sealed envelope must be addressed to "Philip K. Schenck, Jr., Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743". Bids must be at the office of the Town Manager prior to the time the first bid is scheduled to be publicly opened. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the scheduled date and time for opening will NOT be accepted. Bids may not be submitted by facsimile or e-mail.

PURCHASE OF A USED ARTICULATING AERIAL LIFT
STANDARD INSTRUCTIONS TO BIDDERS

- B. Ditto marks or words such as "SAME" on the Bid considered writing and must not be used.
- C. All information must be submitted in blue ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the bid.
- D. Bids are considered valid for ninety (90) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) days after bid(s) are opened.
- E. Bids must be signed by an authorized person representing the legal entity of the bidder.
- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the bid form, or written on the bid form.
- G. The award of this bid is subject to the requirements of the grant from the State of Connecticut, Farmington Valley Trail Maintenance grant.

5. **QUESTIONS**

Any questions on should be directed to Mr. Bruce C. Williams, Director of Public Works at (860) 673-6151.

However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Blythe C. Robinson either by email to brobinson@town.avon.ct.us, fax: (860) 409-4368, or by mail: Town Manager's Office, 60 West Main St., Avon, CT 06001-3743. To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of bids.

The Town will arrange as addenda, which shall be made a part of this Invitation to Bid and the resulting agreement, all questions received as above provided and decisions regarding each. At least three (3) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: www.town.avon.ct.us (under "Opportunities"). It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

PURCHASE OF A USED ARTICULATING AERIAL LIFT
STANDARD INSTRUCTIONS TO BIDDERS

6. PRESUMPTION OF BIDDER BEING FULLY INFORMED

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding and contract documents for this project and has performed an on-site inspection of the work location. Failure or omission of the bidder to receive or examine any information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

7. PRE-BID CONFERENCE

Attendance at the pre-bid conference, if any as indicated in section 2 titled Key Event Dates, is mandatory. Failure to attend does not relieve bidders of obligations under this bid.

8. TAX EXEMPTIONS

The Town of Avon is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Bidders shall avail themselves of these exemptions.

9. INSURANCE

The bidder awarded this bid must provide a current Certificate of Insurance to the Assistant Town Manager via email to: brobinson@town.avon.ct.us PRIOR to commencement of work with the following General Liability & Automobile Coverage requirements:

- a. Commercial General Liability:
 - Each Occurrence: \$1,000,000
 - Personal/Advertising Injury Per Occurrence: \$1,000,000
 - General Aggregate: \$2,000,000
 - Product/Completed Operations Aggregate \$2,000,000
 - Fire Damage Legal Liability \$ 100,000
- b. Automobile Liability:
 - Each Accident: \$1,000,000
 - Hired/Non-owned Auto Liability \$1,000,000
- c. Worker's Compensation, as required by Connecticut State statutes.
- d. The "Town of Avon" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- e. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A:VII.
- f. All insurance may not be canceled or modified without thirty (30) days written notice be registered U.S. Mail to: Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743.
- g. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.

PURCHASE OF A USED ARTICULATING AERIAL LIFT
STANDARD INSTRUCTIONS TO BIDDERS

10. AWARDING THE BID

Award of contract by the Town of Avon will be based upon least cost bid submitted. The bid award shall be made to the lowest responsible bidder.

The Town of Avon reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Town. The Town of Avon will enter into a written agreement with the selected vendor. The "Bid Awarded" date in section 2. titled Key Event Dates is the date the bid is anticipated to be awarded. It is not a date certain.

11. SUBSTITUTION FOR NAME BRANDS

Should brand name items appear in this Invitation to Bid, the bidder must attach specifications for any substitutions they consider "or equal", and explain how the substitution compares with the named brand's specification. Include information about substitutions must be included with the bid package. The decision as to whether the substitution is acceptable rests solely with the Town of Avon.

12. SUBMITTALS

Successful vendor shall supply one (1) Parts Manual, one (1) Service Manual and eight (8) Operators Manuals with the equipment.

13. BID BOND

A Bid Bond is not required for this project.

14. PERFORMANCE BOND

A Performance Bond is not required for this project.

15. AGREEMENT DOCUMENTS

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- The General Specifications
- Any Addenda, if Issued

**PURCHASE OF A USED ARTICULATING AERIAL LIFT
STANDARD INSTRUCTIONS TO BIDDERS**

16. DELIVERY REQUIREMENTS

Bidder must state the number of days after the award that they will guarantee delivery. All units must be delivered within 90 days after the purchase order is issued unless otherwise stated. The vehicle must be delivered to the Town of Avon, Department of Public Works Facility, 11 Arch Road, Avon, CT 06001, F.O.B.

17. STATEMENT OF ORIGIN

Unit shall be delivered with a Statement of Origin.

18. PAYMENT

The Town of Avon shall pay the seller within thirty (30) days after the final acceptance of the used Articulating Aerial Lift.

END OF STANDARD INSTRUCTIONS TO BIDDERS

BID FORM
Town of Avon
Purchase of a Used Articulating Aerial Lift
Avon, CT 06001
November 30, 2009

BID (Proposal) of _____ (hereinafter called
"BIDDER"), a corporation or limited liability company, organized and existing under the laws
of the State of _____, a partnership, or an individual doing business as:
_____*

SUMMARY BASE BID AND AMOUNT

The total base BID price for the used machine is:

_____ Dollars and _____ cents
(written words) (written words)
(\$ _____).
(figures)

Gentlemen:

The BIDDER, in compliance with the Advertisement for BIDS for the above designated project, states that it has thoroughly examined and understands the terms and provisions of the Agreement Documents. Based upon those examinations and that understanding, the BIDDER hereby proposes to perform all work, furnish all labor, materials, equipment, supplies and anything else required or necessary in order to construct the complete truck in strict accordance with the agreement documents, within the time set forth hereinafter and for the prices stated below. Prices cover all expenses incurred in performing the work that is required by the contract documents of which this BID is a part.

BIDDER hereby agrees to commence WORK under this agreement on the date to be specified in the NOTICE TO PROCEED.

BIDDER acknowledges receipt of the following ADDENDA:

No.	Date: / /-	No.	Date:
No.	Date: / /-	No.	Date:
No.	Date: / /-	No.	Date:

* Insert the Corporation, Limited Liability Company, Partnership, or Individual name as applicable. Cross out non- applicable types.

This BID is submitted in full compliance with the conditions outlined in the Agreement Documents. The BIDDER has responded to and completely filled in all required spaces in the BID document, and obtained the necessary Notary Public signature where so required.

This BID Respectfully Submitted by:

IF A SOLELY OWNED COMPANY:

Company Name _____
Address _____
Town _____
By _____
(Authorized Signature)
Title _____ Date _____

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A company organized under the laws of _____, composed of officers as follows:

_____ President	_____ Secretary
_____ Vice President	_____ Treasurer

Countersigned

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of _____, composed of partners as follows:

_____ Name & Title (if any)	_____ Name & Title (if any)
_____ Name & Title (if any)	_____ Name & Title (if any)

This Bill must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability, the Bid must be signed by a duly authorized officer of such corporation or limited liability company.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____, County of _____, being first
duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of: _____
the BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID;
3. He is fully informed respecting the preparation, and contents of, and knowledgeable of all
pertinent circumstances respecting the attached BID;
4. Neither BIDDER nor any of its officers, partners, owners, 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 AGREEMENT for which the attached BID has been submitted or to
refrain from bidding in connection with any contract, or has in any manner, directly or
indirectly, sought by agreement, collusion, 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 prices or the bid price of any other bidder, or to
secure through collusion, conspiracy, connivance or unlawful agreement any advantage against
the Town of Avon or any other person interested in the proposed AGREEMENT.
5. The price(s) quoted in the attached BID 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; and
6. That no elected or appointed official or other officer or employee of the Town of Avon, who is
directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or
labor to which it relates, or in any of the profits thereof.

(Signed) _____
(Name of Bidder)

Subscribed and sworn to before me this

_____ day of _____, 2009

Title

My Commission expires _____, 20__

**STATEMENT OF BIDDERS COMPLIANCE WITH
EQUAL EMPLOYMENT OPPORTUNITY LAW AND
REGULATION INCLUDING EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this project with all applicable laws and regulation regarding equal employment opportunities for minorities and women, and;

Has _____ has not _____ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

Signature

Title

Subscribed and sworn to before me this

_____ day of _____, 2009

Title

My Commission expires _____, 20__

IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID

END OF SECTION

ARTICULATING AERIAL LIFT AGREEMENT

This Articulating Aerial Lift Agreement (the "Agreement") is entered into the ____ day of December, 2009 ("Effective Date") by and between the Town of Avon, a political subdivision of the State of Connecticut (the "Town") and _____, a _____ located at _____, _____, _____ (the "Contractor").

WHEREAS, the Town has issued a Invitation for Bid (the "IFB") for _____ for the Town of Avon to be performed at various locations in Avon, Connecticut (the "Premises"); and

WHEREAS, the services to be performed by the Contractor are set forth in the IFB (the "Work"); and

WHEREAS, Contractor submitted its Bid to the Town on November 30, 2009 for the Work in accordance with the requirements and specifications of the IFB; and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in Section 9 below. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Contract Documents.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Town, county, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations governing the Work whether or not such laws and regulations are fully and properly reflected in the IFB.
5. Term. The term of this Agreement shall commence on the Effective Date of this Agreement and be in effect until _____. Work to be performed at the prices stated in the Bid Form. The Contractor shall not start the Work prior to having received a notification to proceed from the Town.

6. Payment. The Town will pay the Contractor _____ for the purchase of the equipment, as specified on the Bid Form.

7. Insurance. The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in Section 9 of the Standard Instructions to Bidders, by a company or companies authorized to do business in Connecticut. The Company shall provide Certificates of Insurance specifying such coverage and naming the Town as additional insured prior to the start of the work.

8. Liability. The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortious actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for, and indemnify the Town against, the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents.

9. Contract Documents. The Contract Documents include, without limitation, the following:

- (i) The Agreement;
- (ii) The IFB, including the General Specifications and Technical Specifications;
- (iii) Any addenda issued prior to the execution of this Agreement or modifications issued after the execution of this Agreement; and
- (iv) The Vendor's Bid Submission.

10. Hold Harmless. The Contractor agrees to indemnify and save harmless the Town of Avon, its agents and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the performance of the work by the Contractor by reason or liability imposed upon the Town of Avon, its agents and employees, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, (including employees of the Contractor), or on account of damage to property, including loss of use thereof, if such injuries or damages are caused by the negligence or breach of Contract Documents of the Contractor, its agents and employees or otherwise. The existence of insurance shall in no way limit the scope of this indemnification. The indemnification provision shall be separate and distinct from issuance of a Certificate of Insurance.

11. No Assignment. The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Town.

12. Termination. If the Contractor fails to perform this Agreement in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Agreement in default and, therefore, terminated and to resubmit the Agreement for further bid. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new Agreement Price over the Agreement Price herein provided for, both pro-rated to the period of time covered by the unexpired term of the Agreement at the time of default, plus any legal or other costs incurred by the Town in terminating the Agreement and securing a new contractor.

13. Contractor Personnel Must Be Authorized to Work. The Contractor confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Agreement are authorized for employment in the United States. The Contractor further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The Contractor agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the Contractor are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Contractor. The Contractor agrees to indemnify, defend and hold the Town harmless against any claims brought against the Contractor or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

14. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.

15. Connecticut Law and Courts. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of the Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

16. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

THE TOWN OF AVON

By _____

COMPANY

By _____

**GENERAL SPECIFICATIONS
PURCHASE OF A USED ARTICULATING AERIAL LIFT
FOR THE TOWN OF AVON**

The intent of this specification is to describe the used Articulating Aerial Lift.

Only 2002 standard production models built for the U.S. market will be considered acceptable. Such units must not have more than 4,000 hours of use.

1. MANUFACTURER'S MAKE/MODEL

The make/model requested for this bid is a Genie, Model Z-60/34 or equal. The specifications for this model are:

Fuel:	Dual Fuel – gasoline and liquid propane
Drive:	Four wheel drive
Working Height:	66 feet, 4 inches
Width:	8 feet, 1 inch
Horizontal Reach:	36 feet, 3 inches
Up & Over Clearance:	27 feet
Lift Capacity:	500 pounds

2. MANUALS

Successful vendor shall supply (1) Parts Manual, (1) Service Manual and (8) Operators manuals.

2. AERIAL LIFT TRAINING

The successful bidder agrees to provide a one (1) day appropriate training program for eight (8) employees at the Town of Avon Department of Public Works, to assure efficient and economical performance and maintenance of the Aerial Lift to be purchased.

3. WARRANTY

A warranty is not required for this piece of equipment.

5. DELIVERY

Bidder must state the number of days after the award that they will guarantee delivery. All units must be delivered within 90 days after the date the purchase order is issued unless otherwise stated, deliver F.O.B. to 11 Arch Road, Avon, CT 06001.

6. STATEMENT OF ORIGIN

Unit shall be delivered with a Statement of Origin.