Sealed bids will be received at the Purchasing Office until 3 p.m., on Thursday, May 21, 2020, 2020. Bids must be in a sealed envelope, addressed to the Purchasing Authority, 10 Main Street, New Milford, CT 06776, and clearly marked: Field Grooming Machine. Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, May 21, 2020 at 3:30 p.m. Late bids will be considered informal and rejected.

**INTENT:** The Town is seeking bids for the purchase of a field grooming machine.

Specifications and bid forms must be obtained online at [www.newmilford.org/finance](http://www.newmilford.org/finance). When applicable, state bids will be considered for this product/service.

The Purchasing Authority reserves the right to reject any and all bids. In addition to the bid specifications, all bids are subject to the terms, provisions and conditions of the New Milford “Municipal Purchases” Ordinance, set forth in Article III, Section 2-92 (a) through (o) inclusive, of the Code of New Milford. By bidding on the proposed purchase, the bidder agrees to such terms, provisions and conditions.

Any bidder found by the Purchasing Authority to be delinquent in the payment of taxes and/or sewer use charges due to the Town of New Milford shall be subject to the provisions of Section 2-92 (e) of the Code of New Milford. Copies of the Bid Ordinance may be obtained at the Office of the Town Clerk, Town Hall.

Pete Bass, Mayor
An Equal Opportunity/Affirmative Action Employer
Town of New Milford
Parks and Recreation Department

Bid Specifications
Infield Grooming Machine

INTENT

The Town of New Milford is seeking bids for the purchase an Infield Grooming Machine utilizing the trade in of two field machines. Bids must be held for a minimum of 45 days.

The bidder understands that, in addition to the bid specifications, all bids are subject to the terms, provisions and conditions of the New Milford "Municipal Purchases" Ordinance, set forth in Article III, Section 2-92 (a) through (o) inclusive, of the Code of New Milford.

SUBMISSION, RECEIPT AND OPENING OF BIDS

The Town of New Milford, CT ("Town" or "Municipality") invites bids on the project and services described herein. All blanks must be appropriately filled in except as noted on the bid sheets. Bids will be received by the Purchasing Authority until 3:00 PM on Thursday, May 21, 2020 and then publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed, and delivered to:

Purchasing Authority - Town of New Milford, CT
Roger Sherman Town Hall – Lower Level
10 Main Street
New Milford, CT 06776

Said submissions should be clearly designated as Bid for Infield Grooming Machine. The Municipality reserves its right to consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof. The Municipality may accept or reject any or all bids or any portions thereof and take any action deemed to be in the best interest of the Town.
PREPARATION OF BID:

Two (2) original copies of each bid must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in ink or typewritten. An additional sheet detailing all deviations from the specifications listed herein shall be attached to the bid sheet. If so equipped with deviation list this bid sheet shall be marked with the deviations accordingly on each item.

Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, his address, and person of contact. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above.

Only complete bids will be accepted. In order for a bid to be complete, it must include the following:

A. Bid Forms
B. Indemnification, Acknowledgement & Agreement
C. Non-Collusion Affidavit of Prime Bidder
D. Certificate of Insurance

ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally, either in person or via phone.

Every request for such interpretation must be in writing and addressed to:

Dan Calhoun, Director of Parks & Recreation
dcalhoun@newmilford.org

and, to be given consideration, must be received at least seven (7) business days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted no later than seven (7) calendar days prior to the date fixed for the opening of the bids. Any addenda shall be posted on the State of Connecticut’s DAS Website as well as the Town’s website, www.newmilford.org. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.
TECHNICAL SPECIFICATIONS:

These specifications are intended to provide the Town of New Milford with a new model year or leftover riding Infield Grooming Machine for use in Town Park locations on clay infields (not a golf bunker rake). Please bid on the equipment meeting these specifications and include all pertinent literature. A leftover machine must be in new condition, free of any damage and have less than 20 hours on it.

The price shall include the trade-in of a 2006 John Deere 1200H Bunker Rake with 1,239 hours and a 1989 Smithco Super Rake with 1,719 hours. The trade-in units are sold in as-is condition. Bidders can make arrangements to view these machines by calling Daniel Calhoun at 860-355-6050. It will be the responsibility of the winning bidder to transport these machines.

A. Engine:
   1. Engine: Diesel 18 HP or greater
   2. Type: Liquid Cooled
   3. Cold Starts: Ability to disconnect hydro motors from main engine during cold start situations

B. Electrical:
   1. Type: 12 volts, 16 amp
   2. Battery: 12 volts, 300 cold cranking amps or greater (fuse protected)
   3. Starter: Electric

C. Fuel System:
   1. Tank Capacity: 4.25 US gallons minimum
   2. Fuel Required: Diesel Fuel

D. Lights:
   1. Halogen work lights

E. Transmission:
   1. Type: 3WD Hydrostatic with 3 hydraulic wheel motors with the ability to operate in 2-wheel drive, hydraulic oil system cooler
   2. Drive: Belt Driven

F. Travel Speed:
   1. Forward & Reverse: Variable, forward 0-12 mph, reverse 0-5 mph

G. Brakes:
   1. Type: Dynamic braking through hydrostatic transmission
   2. Parking Brake: Hand operated emergency brake

H. Steering:
   1. Type: Hydraulic power steering
I. **Tires:**
   1. 22x11x10 knobby tires

J. **Controls:**
   1. Forward & Reverse: Foot pedal for forward and reverse
   2. Implement Lift/Lower: Adjustable speed control on hydrostatic transmission
   3. Rear & Mid Mount Implements: Hydraulic control

K. **Dimensions:**
   1. Width: 60 inches
   2. Height: 50 inches
   3. Length: 68 inches
   4. Wheelbase: 44 inches
   5. Ground Clearance @ rake attachment: 9 inches
   6. Weight: 1020 pounds

L. **Attachments:**
   1. 72 Inch Steel Rear Fan Rake
   2. Manual 40-inch Spring Assisted Steel Front Blade
   3. Mid Mount Infield Cultivator with gauge wheels and spring teeth (must have hydraulic down pressure)
   4. Rear Hitch for Pull Type Implements
   5. Adjustable Disc Edger (must not be an aftermarket attachment)

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**ADD/ALTERNATE**

The Town has the option of choosing an add/alternate bid if it best meets our needs.

These specifications are intended to provide the Town with a new model year or Leftover Riding Infield Grooming Machine for use in Town park locations on clay infields. Please bid on the equipment meeting these specifications and include all pertinent literature. A leftover machine must be in new condition, free of any damage and have less than 20 hours on it.

Technical specifications:

A. **Engine:**
   1. Engine: 16 HP or greater, V-Twin
   2. Type: 4 Cycle, Air Cooled
   3. Displacement: 29.3 cubic inches or greater

B. **Electrical:**
   1. Type: 12 volts, 16 amp
   2. Battery: 300 cold cranking amps (fuse protected)
   3. Starter: Electric
C. Fuel System:
   1. Tank Capacity: 5 US gallons
   2. Fuel Required: Unleaded gasoline

D. Transmission:
   1. Type: Hydrostatic, 2-wheel drive
   2. Traction: Variable displacement hydraulic pump, individual hydraulic wheel motors

E. Travel Speed:
   1. Forward & Reverse: Variable, forward 0-10 mph, reverse 0-5 mph

F. Brakes:
   1. Type: Hydrostatic
   2. Parking Brake: Hand operated, 8” drum

G. Steering:
   1. Type: Manual chain drive front wheel

H. Tires:
   1. 22-11 x 10.0 knobby tires

I. Dimensions:
   1. Width: 58 inches
   2. Height: 52 inches
   3. Length: 68 inches
   4. Wheelbase: 47 inches
   5. Ground Clearance: 5.5 – 7 inches
   6. Weight: 875 pounds

J. Attachments:
   1. 72 Inch Steel Rear Fan Rake
   2. 40 Inch Manual Steel Front Blade
   3. Mid Mount Infield Cultivator with gauge wheels and spring teeth (must have hydraulic down pressure)
   4. Rear Hitch for Pull Type Implements
   5. Adjustable Disc Edger (must not be an aftermarket attachment)

DELMIVERY AND ACCEPTANCE:

Equipment shall be delivered to 180 Sunny Valley Road, Unit #5, New Milford, CT. The equipment shall not be delivered until such time as it is complete with all specified equipment properly attached, connected and operational, whether such equipment is standard, optional or after market. The two trade-ins may be picked up at the same time and location.
The New Milford Parks & Recreation Department is to be provided all operating manuals at the time of delivery. Fuel tank is to be full at time and place of delivery. At the place of delivery, manufacturer shall provide up to one hour of training in correct operation and maintenance. Equipment shall not be accepted by the NMP&R until such time as the specified training is complete and machine has been physically inspected, found to be in conformance with specifications, and in proper and correct operating condition. Delivery must be completed as soon as machine is available.

WARRANTY:

Equipment shall be provided with manufacturer's standard warranty (unless specified in the bid submittal). Warranty shall stipulate that the NMP&R may have any repair or adjustment normally covered by the warranty performed at any authorized representative of the manufacturer.

FINAL PRICE:

Final price to include all infield grooming machine, accessories, freight, setup, delivery charges and the trade-in of our Smithco and John Deere Field Machines. Please call Daniel Calhoun at 860-355-6050 to inspect our trade-in equipment.

INSURANCE REQUIREMENTS:

A certificate of Insurance is required to be submitted upon execution of any agreement. The Contractor must carry the following minimum insurance coverages:

Commercial General Liability (Form 1988 ISO Occurrence Form or equivalent)

Limits of Liability shall be combined bodily injury and property damage:

- General Liability per occurrence: $1,000,000
- Products and Completed Operations Aggregate: $1,000,000
- Personal Injury: $1,000,000
- Each Occurrence Aggregate: $2,000,000
- Fire Damage (Any One Fire): $50,000
- Medical Expense (Any One Person): $5,000

The insurer shall waive all rights of subrogation on all applicable policies against the Town of New Milford, the New Milford BOE, its officers, employees and volunteers arising from all contracts, agreements and work performed by the Contractor for the Town of New Milford.
Automotive Liability, including owned vehicles, hired vehicles and non-owned vehicles. Limits of insurance shall be combined single limit bodily injury and property damage: $1,000,000

Umbrella limits over Automotive Liability limits may be used to make up the required limits.

Statutory Workers Compensation and Employers Liability

| Each Accident | $100,000 |
| Disease – each employee | $100,000 |
| Disease policy limit | $500,000 |

Or in accordance with the requirements of the laws of the State, whichever is greater.

Umbrella/Excess: $2,000,000

If Umbrella Liability is used to make up required limits, the policy shall not reduce or restrict coverage provided by the underlying Commercial General Liability or Automotive Liability insurance policies.

Umbrella limits over General Liability limits may be used to make up the required limits. The additional insured coverage MUST be provided by the Umbrella to mirror the General Liability coverage.

Insurance carriers providing the required insurance coverages must have an A.M. Best’s financial rating of “A-VII” or better.

The Town of New Milford, its officials, employees, and volunteers, MUST be named as additional insured on a primary and non-contributory basis. The policy endorsement evidencing this coverage must be provided with the Certificate of Liability Insurance.

Note these limits are not all inclusive and are subject to change to reflect scope and cost of individual projects. These minimum required limits are not a limitation of contractor liability.

Any changes in insurance coverage will require thirty (30) days’ notice to the Town of New Milford.
PURCHASING AUTHORITY
Town of New Milford, Connecticut
INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT

BID: Infield Grooming Machine

BID OPENING: May 21, 2020

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Town of New Milford, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of New Milford. In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts.

Contractor acknowledge and understands that the Town of New Milford has adopted as its policy, the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a) (1) and § 4a-60a (a) (1), as amended in State of Connecticut Public Act 07-245 and sections 9(a) (1) and 10(a) (1) of Public Act 07-142, as those statutes may be amended from time to time. Contractor further agrees to comply with such mandates.

______________________________
Signature

______________________________
Title

______________________________
Company

______________________________
Date
Town of New Milford, Connecticut
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Connecticut
County of ____________________________

being first duly sworn affirms that:

He is _____________________________________________________________ of ____________________________,
the Bidder that has submitted the attached bid;
He is fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such bid; Such Price is genuine and is not a collusive
or sham bid; Neither the said Bidder nor any of its officers, partners, Owners, agents,
representatives, employees or parties in interest, including this affidavit, has in any way
colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm
or person to submit a collusive or sham Bid in connection with the Contract for which the
attached bid has been submitted or to refrain from bidding in connection with such
Contract, or has in any manner, directly or indirectly, sought by Agreement or collusion
or communication or conference with any other Bidder, firm or person to fix the price or
prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost
element of the bid price or the bid price of any Bidder, or to secure through any collusion,
conspiracy, connivance or unlawful agreement any advantage against the Town of New
Milford, or any person interested in the proposed Contract; and
The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not
tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the
Bidder or any of its agents, representatives, Owners, employees or parties in interest,
including this affiant.

Signature: __________________________________ Printed name: __________________________________

Title: ____________________________ Company: __________________________________

Date: ____________________________

CERTIFICATE OF ACKNOWLEDGMENT
On this the ______ day of _____________, 2020, before me, __________________________________,
a Notary Public or Commissioner of the Superior Court or Justice of the Peace in and for
said state, personally appeared __________________________________, known to me (or
satisfactorily proven) to be the person(s) whose name(s) (is/are) subscribed to the within
instrument and acknowledged that (he/she/they) executed, in authorized capacity, the
same for the purposes therein contained.

WITNESS whereof I hereunto set my hand:

________________________________
Notary Public/Commissioner of the Superior Court/Justice of the Peace (circle one)

________________________________
My Commission Expires/Juris Number (circle one)
Town of New Milford  
Parks and Recreation Department  
Infield Grooming Machine

BID FORM

**Item #1. General Specifications for Diesel Field Grooming Machine:**

Model Year: ________________________________

Make and Model: ________________________________

Delivery of complete Field Machine to the Town within ______ days.

Cost of Infield Grooming Machine: $___________________________

Trade-in of 2006 John Deere 1200H Field Machine (as-is): $___________________________

Trade-in of 1989 Smithco Super Rake Field Machine (as-is): $___________________________

Total Cost After Trade: $___________________________

Deviations from bid: ____________________________________________

The undersigned submits this proposal without collusion with any other individual or corporation.

Name of Company: ____________________________________________

Signature: _____________________________ Printed Name: _____________________________

Address: _____________________________________________________

Email Address: _____________________________ Phone Number: _____________________________

Website: _____________________________________________________
Town of New Milford
Parks and Recreation Department
Infield Grooming Machine

BID FORM

Add/Alternate Bid: General Specifications for 2wd Gas Field Grooming Machine:

Model Year: __________________________________________

Make and Model: ________________________________________

Delivery of complete Field Machine to the Town within ___________ days.

Cost of Infield Grooming Machine: $ __________________________

Trade-in of 2006 John Deere 1200H Field Machine (as-is): $ ______________

Trade-in of 1989 Smithco Super Rake Field Machine (as-is): $ ______________

Total Cost After Trade $ ________________________________

Deviations from bid: ______________________________________

The undersigned submits this proposal without collusion with any other individual or corporation.

Name of Company: ________________________________________

Signature: _______________________ Printed Name:____________________

Address: ______________________________________________________

Email Address: ______________________ Phone Number: ________________

Website: ______________________________________________________
Sealed bids will be received at the Purchasing Office until 3 p.m., on Thursday, May 21, 2020. Bids must be in a sealed envelope, addressed to the Purchasing Authority, 10 Main Street, New Milford, CT 06776, and clearly marked: Infield Grooming Machine. Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, May 21, 2020 at 3:30 p.m. Late bids will be considered informal and rejected.

**INTENT:** The Town is seeking bids for the purchase of an Infield Grooming Machine.

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_________________________

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