

**Legal Notice**

TOWN OF BRANFORD  
REQUEST FOR BIDS

**“Spring 2014 Supply Only of Trees for Planting”**

The Town of Branford is requesting bid proposals to furnish and deliver the “Spring 2014 Supply Only of Trees for Planting”. Delivery instructions for the trees and bid package may be obtained from the Finance Department, Branford Town Hall, 1019 Main Street, Branford, CT or on the Town’s website at [www.branford-ct.gov](http://www.branford-ct.gov).

Bids are to be submitted in a sealed envelope marked “ **Spring 2014 Supply of Trees for Planting**”, to the Finance Department, Branford Town Hall, Attention, Purchasing Clerk, 1019 Main Street, Branford, Ct 06405 by **11:00 a.m., Wednesday, April 16, 2014**. Bids will be publicly opened and read at **11:30 a.m. on Wednesday, April 16, 2014** in the Finance Department.

The Board of Selectmen or the majority reserves the right to select or reject any and/or all bids containing alternate proposals, to waive any informality in proposals and to reject any and/or all bids or accept such bid as shall, in their judgment, be in the best interest of the Town of Branford.

Anna DelRosso, Purchasing Clerk

**TOWN OF BRANFORD**  
**OFFICE OF THE TREASUER**



1019 Main Street  
Post Office Box 150  
Branford, CT 06405

(203) 488-8394  
FAX: 315-3736

**General Requirements for Bidding  
and  
Instructions to Bidders**

**NOTICE**

Information provided in these specifications is ***CONFIDENTIAL*** and is to be used only for the purpose of preparing a proposal. It is further expected that each bidder will read these specifications with care, for failure to meet every one or a combination of specified conditions may invalidate the proposal.

The Town reserves the right to reject any or all bids or any portion thereof and to accept the bid deemed to be in the best interest of the Town of Branford.

Bidders are requested to submit quotations on the basis of these specifications. Alternate quotations will receive consideration providing such alternatives are clearly explained.

The information contained herein is believed to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty.

Revised 5/2012  
Standard Form

**SECTION I - General Terms and Conditions**

**A. Compliance with Laws**

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local governments, which may in any way affect the preparation or the performance of the contract.

**B. Timetable**

Price quoted must be valid for **60** days. Delivery and installation completion dates must be included in the bid proposal.

**C. Consideration of Proposals**

The Board of Selectmen, or a majority of them, reserve the right to select or reject alternate proposals; to waive informality in proposals; and to reject any and all bids, or accept such bid as shall in its judgement be to the best interest of the Town of Branford.

**D. Bid Bond *\*See Bid Proposal Sheet***

1. A certified check or bank draft made payable to the “Treasurer, Town of Branford”, or a satisfactory bid executed by the bidder and a surety company in an amount no less than five percent (5%) of the base bid, may be required with each proposal.
2. Checks or drafts will be returned to unsuccessful bidders within ten (10) business days of the bid award.

**E. Performance Bond *\*See Bid Proposal Sheet***

Successful bidders may be required to furnish a Performance and Payment Bond in the amount of 100% of the contract sum.

**F. Protection of Work and Property**

Successful bidders shall be responsible for protection of their equipment and materials against theft, damage or deterioration on the site.

**G. Competency of Bidders**

1. Bidders shall have had proven experience in the field of work.
2. Bidders shall submit with their bid a listing of recent work performed within the State of Connecticut of the size equal to or greater than the work being bid.

**H. Alternates**

1. Any alternates to specified materials or workmanship must be separately listed and described in detail.
2. Alternates will be considered in awarding the contract only if they provide, as a minimum requirement, all features contained in the specifications.
3. The Town of Branford reserves the sole right to determine through its agents the equality of alternate products and/or installation procedures.

**I. Bid Requirements**

1. Each bidder shall return two (2) copies of the proposal sheet entitled "Bid Proposal". Each bid proposal must be signed by an authorized agent of the bidder.
2. Each bidder must complete and have notarized the "Non-Collusion Affidavit of Bidder" form. This form must accompany all bids being submitted.
3. Each bidder must be in good standing with the Town of Branford.
4. Successful bidders must obtain any required governmental approvals.

**J. Specifications – General**

The contract shall include all labor and materials, tools and equipment and services required for proper performance of the work as specified hereinafter and as may be required for proper completion of the work in accordance with the highest standards of the trades involved.

**K. Examination of Site**

Prior to submission of the bid, contractor shall visit the site, consult with the supervisor, and become thoroughly familiar with all conditions under which the work will be installed. The contractor will be responsible for any assumptions made regarding the site for the work to be performed.

**SECTION II - Insurance Requirements**

Bidder 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 Branford as an Additional Insured on a primary and non-contributory basis to the Bidder’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 Branford.

|   |                                | (Minimum Limits) |
|---|--------------------------------|------------------|
| General Liability                                 | Each Occurrence                | \$1,000,000      |
|   | General Aggregate              | \$2,000,000      |
|   | Products/Completed Operations  | \$2,000,000      |
|   | Aggregate                      |                  |
|   | -Include Waiver of Subrogation |                  |
| Auto Liability                                    | Combined Single Limit          |                  |
|   | Each Accident                  | \$1,000,000      |
| Umbrella<br>(Excess Liability)                    | Each Occurrence                | \$1,000,000      |
|   | Aggregate                      | \$1,000,000      |
| Workers’ Compensation and<br>Employers’ Liability | WC Statutory Limits            |                  |
|   | EL Each Accident               | \$500,000        |
|   | EL Disease Each Employee       | \$500,000        |
|   | EL Disease Policy Limit        | \$500,000        |

Original, completed Certificates of Insurance must be presented to the Town of Branford prior to purchase order/contract issuance. Bidder agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy.

**Hold Harmless Requirements**

The contractor shall, at all times, indemnify and save harmless the Town of Branford, its officers, agents, and servants on account of any and all claims, damages, losses, litigation expense, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor’s work, or by the contractor, any subcontractor, material, men or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract. The Town of Branford shall be named as an additional insured on said policy of public liability insurance to cover all claims against the Town arising out of said contract.

**CODE OF THE TOWN OF BRANFORD**  
**Chapter 75 – Purchasing**  
**Article II – Bidding**

**75-2 Advertising, bidding and requests for proposal**

- A. All goods and services purchased by the Town, including but not limited to the Board of Education, Sewer Authority and capital project funds established for the benefit of the James Blackstone Memorial Library (collectively referred to hereinafter as the Town), when the amount of the purchase exceeds \$7,500, shall be awarded through a sealed bid process, including public opening of such bids, to the lowest responsible bidder after posting a bid notice on the Town website and either advertising the same in a newspaper with general circulation or posting on the Connecticut Department of Administrative Services website.
  
- B. In lieu of bid specifications, a request for proposal may be issued. A request for proposal may be issued when a desired outcome is sought, but the method for achieving that outcome is not defined in a detailed specification, or allows for presenting different options for achieving the desired outcome beyond proposed specifications. Services or goods purchased by request for proposal shall be awarded based on a variety of factors, including project approach, experience, price, and such other criteria as shall be defined and specifically set forth in the request for proposal. Requests for proposal shall be posted in the same manner as bid specifications, and responses shall be sealed in the same manner as bids.
  
- C. The requirement of advertising and sealed bidding shall not apply to:
  - 1. Purchases less than \$7,500, provided the price is consistent with the price offered to the general public for the same goods and/or services and that procedures as may be defined by the First Selectman are followed.
  - 2. Emergency situations, where the First Selectman or his designee authorizes the emergency purchase and the department head or his or her designee, as soon as reasonably possible, provides a report on the nature of the emergency and the reason for such emergency purchase to the Board of Selectmen, to be included in such Board's minutes.

3. Contracts in the amount of \$75,000 or less for legal services, accounting, actuarial and auditing services, medical and dental services, architectural services, engineering services and labor negotiators.
4. Any purchases made at or below prices obtained by the State of Connecticut or the United States through competitive bidding.
5. Sole source purchases, such as utilities or legal notices, and including purchases where the purchase of an item or service is required to match an existing installation or equipment, and there are no competitive products available that would function equally well, or if the maintenance costs would be unduly increased by having different makes installed. Sole source purchases for reasons other than a true lack of second possible vendor shall be approved by the First Selectman.
6. Work on bridges, sidewalks, roads, curbing or other pavement, when the State of Connecticut Department of Transportation has obtained bids for such work and the Town is able to pay the state price for such work, or the Town solicits no fewer than three price quotations for such work from qualified contractors, businesses or persons, as such qualifications are set forth in a request for qualifications prepared by the Town and the Town awards such work to the qualified contractor, business or person submitting the lowest price quote, provided that the cost of work, material and supplies does not exceed the sum of \$400,000.



**Town of Branford 2014 Tree/Planting List**

**All trees to be 2.5" Caliber or greater with exception of (1) Red Oak which is to be 4" Caliber**

| QUANTITY | TREE SPECIES          | CALIBER | Unit Cost Per Tree | EXTENDED COST |
|----------|-----------------------|---------|--------------------|---------------|
| 6        | Hackberry             | 2.5"+   |                    |               |
| 5        | Washington Hawthorne  | 2.5"+   |                    |               |
| 1        | Shadblow              | 2.5"+   |                    |               |
| 4        | White Cedars          | 2.5"+   |                    |               |
| 4        | Red Oak               | 2.5"+   |                    |               |
| 1        | Red Oak               | 4"      |                    |               |
| 4        | Red Cedar             | 2.5"+   |                    |               |
| 5        | Eastern White Pines   | 2.5"+   |                    |               |
| 1        | American Holly        | 2.5"+   |                    |               |
| 1        | River Birch           | 2.5"+   |                    |               |
| 1        | Winter King Hawthorne | 2.5"+   |                    |               |
| 8        | Eastern Red Buds      | 2.5"+   |                    |               |

Total Cost All Trees: \_\_\_\_\_

Signature and Title of Authorized Representative

\_\_\_\_\_

Date: \_\_\_\_\_

NON-COLLUSION AFFIDAVIT OF BIDDER

State of: \_\_\_\_\_

County of: \_\_\_\_\_, SS)

\_\_\_\_\_ ; being first duly sworn, deposes and says that:

- 1) S/he is (owner, partner, officer, representative or agent) of \_\_\_\_\_ , the Bidder that has submitted the attached Bid:
- 2) S/he is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid:
- 3) Such Bid is genuine and is not a collusive or sham Bid:
- 4) Neither the said Bidder nor any of its officers, partners, owner, 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 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 Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Owner or any person interested in the proposed Contract.
- 5) The price quoted in the attached Bid is fair and proper and is not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_\_\_\_ .

Notary Public: \_\_\_\_\_

My Commission expires \_\_\_\_\_ , 20 \_\_\_\_\_ .