

**Legal Notice**

Town of Branford  
Request for Bids

**“Sale of Two (2) Mercury Optimax 150 HP Outboards “As Is”**

The Town of Branford is requesting bid proposals for the sale of a Two (2) Mercury Optimax 150 HP Outboards “As Is” located at the Branford Fire Department, 45 North Main Street Branford CT. Bid packages may be obtained from the Finance Department, Branford Town Hall, 1019 Main Street, Branford, CT, on the Town’s website at [www.branford-ct.gov](http://www.branford-ct.gov) or on the State of CT DAS website.

Said motors are being sold as is and there are no expressed or implied warranties with respect to the fitness of said motors.

Bids are to be submitted in a sealed envelope marked **“Sale of Two (2) Mercury Optimax 150 HP Outboards”** to the Finance Department, Attention, Purchasing Clerk, 1019 Main Street, Branford, CT 06405 by **11:00 a.m., January 27, 2020** and publicly opened immediately thereafter.

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.

Tyechia Pettway  
Purchasing Clerk

# **TOWN OF BRANFORD**

## **Sale of Two (2) Mercury Optimax 150 HP Outboards “As Is”**

The Branford Fire Department is soliciting bids the sale of Two (2) Mercury Optimax 150 HP Outboards located at the Branford Fire Department, 45 North Main Street Branford, CT 06405.

Two (2) Mercury Optimax 150 HP Outboards “As Is”  
Location: 45 North Main St, Branford, CT 06405

Outboard #1- 2008 150CXL Mercury Optimax 2-Stroke Outboard  
S/N 1B718704  
Hours: 335

Outboard #2- 2008 150CXL Mercury Optimax 2-Stroke Outboard  
S/N 1B705236  
Hours: 332

The Motors were removed from a 28’ aluminum vessel to facilitate a repower and were maintained for their duration of use time. At the time, both motors were removed from the vessel they were operational.

The motors did have some issues with their power trim/tilt causing the trim/tilt function to become non-operable at the time of removal.

All ignition, throttle and gauges that were removed from the motors will be awarded to the winning bidder. The motors will be sold as a pair and are being sold as is.

The motors are currently crated and stored inside and may not be sufficient for over the road shipping.

The winning bidder will facilitate shipping and all associated costs. The motors must be removed from the facility within 14 days of bid award.

Please contact Shaun Heffernan, Assistant Chief and Fire Marshall of the Branford Fire Department at 203-488-7266 for inquiries.



**TOWN OF BRANFORD**  
**OFFICE OF THE TREASURER**



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 *\*\*NOT REQUIRED\*\****

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 *\*\*NOT REQUIRED\*\****

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. **\*\*NOT REQUIRED\*\***

**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 (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers’ Compensation and 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.



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\_\_\_\_.