

BID SCHEDULE

PROPOSAL FOR: **Kubota Cab Tractor – L6060HSTC/LA1055 Loader/BH92 Backhoe**

DATE & TIME: August 15, 2014

The undersigned, as Bidder, hereby declares that before preparing this bid he/she carefully read the specifications and hereby agrees that if the proposal is accepted he/she will contract with the Town in accordance with the specifications, terms, and conditions as spelled out in this sealed bid invitation.

Kubota with all parts specified:

\$ 51,090.00 Price in Words: Fifty One Thousand and Ninety Dollar and No Cents

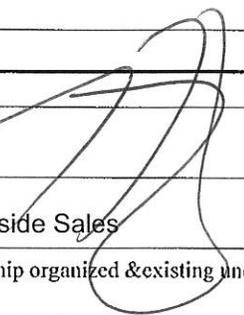
Make & Model: Kubota L6060HSTC with BH92 Backhoe

Trade In Value: 2001 John Deere 4600 tractor, 460 loader, 48 backhoe with 36" bucket, and fork attachments: \$ 12,500.00 (-) , Price in words: Twelve Thousand Five Hundred Dollars No Cents
Net Purchase Price: \$38,590.00 Thirty Eight Thousand Five Hundred Ninety Dollars and No Cents

Warranty: Please detail the warranty which covers the vehicle submitted in this bid.
One Year Loader Backhoe

Two Year Full Machine Coverage

Three Year Power Train Warranty

Authorized signature & title of Bidder: 

Print or type name & title of Bidder
Zachary J. Langlois Department of Outside Sales

*Zachary J. Langlois
Sales Rep*

Company Name (Corporation/general partnership organized & existing under the laws of the State of NH)
MB Tractor & Equipment

Address
194 Plaistow Road Plaistow, NH 03865

City, State, Zip

Date Quotation Made: 8/12/2014 Email Address zacharyl@mbtractor.com

Phone #: 603-630-0800 Fax #: 603-382-1084

Minor exceptions to the above specifications must be duly noted on your letterhead as a separate sheet. Please check here if you have exceptions.

This form must be signed. All signatures must be original and not photocopies.

KUBOTA
LANDPRIDE
TEREX

MB TRACTOR & EQUIPMENT
Route 125, P.O. Box 487
Plaistow, NH 03865
TEL: (603) 382-5031
Fax: (603) 382-1084

HUSQVARNA
WALKER
WOODS

QUOTATION

THE BEST TRACTORS & EQUIPMENT ON EARTH

SOLD TO
DERR09 DERRY PARKS DEPT
31 WEST BROADWAY
DERRY, NH 03038

SHIP TO

Sold By: ZJL PO #: Date 8/13/14 QUOTE P008033
Ship By: Tax #: 7:50:42 PRT: 1 Open

Tax	D	Qty	Description	Price	Amount
			GROUP : 01		
			EQUIPMENT QUOTE		
N		1	KUBOTA L6060HSTC TLB	51090.00	51090.00
N		1	TRADE JOHN DEERE 4600 TLB	12500.00-	12500.00
			** TOTAL EQUIPMENT QUOTE		38590.00

INCLUDED WITH THE UNIT ABOVE WILL BE THE FOLLOWING ITEMS
KUBOTA L606HSTC CAB TRACTOR
LA1055 FRONT LOADER WITH Q/A AND GRILL GUARD
WOODS 1007312 72" BUCKET WITH BOLT ON CUTTING EDGE
L8364 REAR WINDOW WIPER KIT
L8340 REAR WINDOW DEFROST KIT
L8333 REAR WORK LIGHT KIT
BH92 BACKHOE
BH4982 BACKHOE MOUNTING KIT
BH4999 SUBFRAME KIT
BT3003A BACKHOE BUCKET

Includes Forklifts w/

Quotes are valid for thirty days. Prices are subject to change at vendors discretion. All prices quoted FOB vendor shipping point unless specifically noted.
Special order parts are to be prepaid in full in advance, charged to a valid open account, or billed to a credit card.
There are no returns of special order parts.
TRUCKING IS NOT COVERED BY THE MANUFACTURERS WARRANTY. TRUCKING COSTS ARE THE RESPONSIBILITY OF THE CUSTOMER.

** SUBTOTAL 38590.00

X _____ Charge Sale

Phone: (603) 432-6103

PAY THIS
AMOUNT



\$38590.00

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The undersigned, as Bidder, hereby declares that before preparing this bid he/she carefully read the specifications and hereby agrees that if the proposal is accepted he/she will contract with the Town in accordance with the specifications, terms, and conditions as spelled out in this sealed bid invitation.

Kubota with all parts specified:

\$ M/A Price in Words: NO BID

Make & Model: M/A

Trade In Value: 2001 John Deere 4600 tractor, 460 loader, 48 backhoe with 36" bucket, and fork attachments: \$ 2,555.00, Price in words: TWO THOUSAND FIVE HUNDRED FIFTY FIVE DOLLARS
Net Purchase Price: BID FOR TRADE-IN TRACTOR ONLY AT 2,555.00

Warranty: Please detail the warranty which covers the vehicle submitted in this bid.

M/A "TRADE-IN" BID ONLY

Al Gaudio - PARTNERS - Mark Gaudio
Authorized signature & title of Bidder

AL GAUDIO - PARTNERS - MARK GAUDIO
Print or type name & title of Bidder

GAUDIO BROTHERS LLC
Company Name (Corporation/general partnership organized & existing under the laws of the State of PA)

150 UNIONVILLE ROAD
Address

FREEPORT PA 15042
City, State, Zip

Date Quotation Made: 8/11/14 Email Address: DINO LLC@VERIZON.NET

Phone #: 724-728-1906 Fax #: _____

Call 724-650-5181
Minor exceptions to the above specifications must be duly noted on your letterhead as a separate sheet.

Please check here if you have exceptions.

This form must be signed. All signatures must be original and not photocopies.

GAUDINO BROTHERS LLC

150 UNIONVILLE ROAD, FREEDOM, PA 15042

PHONE (724)728-1906

EMAIL - DINOLLC@VERIZON.NET

8/11/14

TOWN OF DEARY - DRW

REF: AUGUST 15, 2014 BIDS

THE ATTACHED BID IS FOR THE "TRADE-IN" EQUIPMENT ONLY. WE DO NOT OFFER TO SUPPLY A NEW KUBOTA TRACTOR.

WE FURTHER UNDERSTAND THAT THE JOHN DEERE IS BEING SOLD IN "AS-IS" CONDITION AND MAY NOT BE AVAILABLE UNTIL THE TOWN RECEIVES THE NEW MACHINE.

THANK YOU
Al Daulo

38. Certificate of Origin: must be properly assigned to the:

Town of Derry
Public Works Office
14 Manning Street
Derry, New Hampshire 03038

FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN THE
CANCELLATION OF AN ORDER OR CONTRACT

SPECIFICATIONS

The Town of Derry is hereby requesting firm pricing for:

Kubota Cab Tractor – L6060HSTC/LA1055 Loader/BH92 Backhoe

PURPOSE:

The purpose of this bid invitation is to establish a contract with a company that will provide a new tractor/front loader per to the Town of Derry Department of Public Works.

The equipment shall be furnished complete in every detail and be such design and construction as to meet the general and special requirements hereinafter set forth, Any parts or units not specifically mentioned, but necessary to form a complete working unit, shall be furnished by the successful bidder. All ratings shall conform to SAE standards.

It is the intent of these specifications/requirements to describe the Town's minimum requirements for the vehicle.

DELIVERY:

Delivery must be made no later than September 12, 2014.

PAYMENT:

All payments will be made in accordance with the Town of Derry ordinances and procedures set forth within this document, item 37 Payment terms.

INSPECTION:

The equipment/vehicle must be inspected and approved by the Public Works Department prior to acceptance and payment.

EXCEPTIONS/DEVIATIONS:

If the Bidder has any exceptions or deviations please submit those on your own letterhead and put a check mark in the box on page 14.

SUBMITTAL:

Bidders must submit pages 13-14.

Manufacturer's literature is to be provided with bid.

- b. Whether the Bidder can perform the Contract or provide the service promptly or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability, and adaptability of supplies or contractual services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and services for the use of the subject of the Contract;
- i. The number and scope of additions attached to this bid.

28. The Town reserves the right to make awards on this proposal by item or to accept all or part of the proposal or prices quoted. In addition, the Town reserves the right to award materials on the basis of the lowest total cost of the bid item to the Town, including the Town's cost of transportation to and from the source.

In cases where two or more Bidders have the same net bid, the Town may give preference to firms located within the Town.

29. Upon making an award, or giving notice of intent to award, the Town will place appropriate notice on the Purchasing website:

http://www.derrynh.org/Pages/DerryNH_Bids/

30. The Bidder must certify that no official or employee of the Town or State of New Hampshire, has a pecuniary interest in the proposal or in the Contract that the Bidder offers to execute or in the expected profits to arise there from, and that this bid is made in good faith without fraud, collusion or in connection with any other person submitting a proposal.
31. The Bidder, if awarded an order or contract, agrees to protect, defend and hold the Town harmless against any demand for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract.
32. The Bidder, if awarded an order or contract, agrees to defend, indemnify, and hold harmless the Town from all damages to life and property arising out of the performance of this Contract due to the Bidder's negligence, that of his

12. Bids must be submitted on the bid schedule hereinafter provided. Prices shall be clearly and fully stated in units of quantities specified. No additional charges shall be passed to the Town, including all applicable taxes, delivery or surcharges that have not already been disclosed on the bid schedule. In case of discrepancy in computing the amount of the bid, unit prices quoted will govern.
13. Quotations shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the Bidder, prices quoted will be considered as being based on delivery to destination designated, including any and all freight and packing charges.
14. As the Town is exempt from the payment of federal excise taxes, all prices quoted herein are not to include these taxes.
15. Prices stated shall remain firm for the duration of the contract.
16. Should the successful Contractor fail to make delivery or complete the contract within time specified, the Town reserves the right to procure the equipment/product from other sources, and hold the Contractor liable for any excess cost.
17. The Town reserves the right to postpone the delivery date to allow for any change in operating conditions or for any other cause not now foreseen. In the event the Town elects to exercise this right, all prices quoted pursuant to this Sealed Bid Invitation will remain firm, and the Town shall incur no additional obligation to the Contractor on account of any delay of delivery date ordered by the Town.
18. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and acts of God.
19. The time of proposed delivery must be stated in definite terms. If time of delivery for different equipment varies, the Bidder shall so state.
20. The Town reserves the right to divert delivery from one location to another, and to allow for any change in operation conditions or for any other cause not now foreseen.
21. Any equipment/vehicle delivered must be standard new and unused, latest model, except as otherwise specifically stated in the proposal. Where any part or the normal accessories of equipment/product is not described, it shall be understood that all equipment/product and accessories that are usually provided in the manufacturer's stock model shall be furnished.
22. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog

GENERAL:

1. Bids will be received by the Town of Derry, New Hampshire at the Derry Municipal Center, 14 Manning Street, 2nd floor until the time specified in the Invitation to Bid and then publicly opened and read aloud for the information of the bidders and others properly interested who may be present either in person or by a representative.
2. The following meanings are attached to the defined words when used in this document:
 - a. The word "Town" means the Town of Derry, New Hampshire.
 - b. The word "Bidder" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.
 - c. The word "Contractor" means the person, firm, or corporation with whom the Contract is being made by carrying out the provisions of this Sealed Bid Invitation and the Contract.
 - d. The words "firm price" shall mean a guarantee against price increase during the life of the Contract.
3. Strict compliance with the requirements of the Invitation to Bid, terms and conditions, and instructions printed is necessary. All blank spaces must be filled in. Any changes and/or corrections shall be marked in red and initialed by the person making such corrections. Signatures of the responsible owner/representative of the firm must be in ink. No reproductions/duplications/copies will be accepted.
4. Each bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word 'president', "secretary", "agent" or other title without disclosing his principal may be held to be the bid of the individual signing. When requested by the Town, satisfactory evidence of the authority of the signing officer signing on behalf of the corporation shall be furnished.
5. Bids must be securely sealed in a suitable envelope (facsimile and emailed submissions will not be accepted), addressed and marked on the outside as follows:

**Kubota Cab Tractor – L6060HSTC/LA1055 Loader/BH92
Backhoe**

GENERAL:

Bid prices shall remain firm for the duration of the contract.

The Town reserves the right to terminate the contract entered into as a result of this bid if goods and services are at any time deemed to be unsatisfactory.

Certificate of Origin (or manufacturer) will be provided to the Town of Derry at the time of delivery.

Literature: the successful bidder shall furnish one (1) parts manual, one (1) shop manual, and one (1) operator's manual covering the components of the equipment. **Equipment will not be paid for until all literature has been received.**

Software: (if applicable) for engine, chassis, transmission, and brakes must be provided for vehicle programming and diagnostics, along with additional connectors, and/or harnesses that are needed to complete testing and programming.

Preventative Maintenance: All filters needed for the first preventative maintenance cycle (air, hydraulic, oil, and fuel) shall be provided.

Warranty: Warranty: Three (3) year/ 3,000 hours Basic Warranty and Two (2) year / 2,000 hours Rubber track Warranty on Compact Excavator. One (1) year full machine warranty on all accessories/equipment specified herein. Replacement parts available within reasonable timeframes. The Town will not pay any additional charges (including but not limited to mileage) under warranty work.

Delivery location:

Don Ball Park, 14 Humphrey Road, Derry, New Hampshire

KUBOTA CAB TRACTOR MINIMUM SPECIFICATIONS

- Kubota L6060HSTS Cab Tractor
- Turf Tires
- L8333 Rear work light set
- L8364 Rear wiper kit
- L8340 Rear window wiper kit
- LA1055 Loader with Grill Guard
- 72" reinforced Bucket with BOE
- BH92 Backhoe with sub frame and mounting kits
- BT3003A 18" Heavy Duty Backhoe Bucket
- Rear tire fill
- Fork attachments