

B16-008

TOWN OF DERRY, N.H.
DEPARTMENT OF PUBLIC WORKS
14 Manning Street, Derry, NH 03038
(603) 432-6144

INVITATION TO BID
Jacobsen R311T Rotary Mower with R311T-T4 Factory Installed Cab

Sealed bids will be received at the Derry Municipal Center, 14 Manning Street, Derry, NH 03038 until 2:00 pm on May 20, 2016 for a Jacobsen R311T Rotary Mower with Factory Installed R311T-T4 Cab.

The Town will be trading in a 2004 Jacobsen HR-5111 Rotary Mower with Cab. Vendors may contact the Parks & Recreation Department at 432-6136 to arrange a visit to view the equipment.

Bid invitations and specifications will be available at the Department of Public Works, 14 Manning Street, Derry, NH or on line at: http://www.derrynh.org/Pages/DerryNH_Bids/

The Town of Derry reserves the right to waive any irregularities, reject any or all bids, and to accept the bid that appears to be in the best interest of the Town. Failure to submit all information called for may be sufficient for disqualification.

Michael A. Fowler, P.E.
Director of Public Works

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:

Jacobsen R311T Rotary Mower with R311T-T4 Factory Installed Cab

The entire solicitation document is to be returned when submitting a proposal, unless otherwise directed by the solicitation document. Failure to return all pages may result in a determination that the submittal is non-responsive.

6. It will be the responsibility of the Bidder to see that their bid is received by the Public Works Department as specified.
7. Each bid is received with the understanding that the acceptance in writing via email by the Town to the Bidder to furnish any or all of the products /services described therein or as otherwise negotiated, shall constitute a contract between the Bidder (Contractor) and the Town, which shall bind the Bidder (Contractor) on his part to furnish and deliver the articles offered at the prices agreed upon and in accordance with the terms and conditions of said accepted bid; and the Town on its part to order from such Bidder (Contractor), except for causes beyond reasonable control; and pay for, at the agreed prices, all products/services specified and delivered.
8. Bids may be withdrawn upon written or electronic request received from Bidders prior to the time of opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
9. The solicitation document maintained by the Public Works Department, in the appropriate file folder, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the Town, but not clearly listed on the exception page of the document or as an exception by the Bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the Bidder may be cause to disqualify your bid.
10. No oral interpretations will be made to any Bidder as to the meaning of the specifications or terms and conditions of this Sealed Bid Invitation. Every request for such interpretation or request for change in the specifications or terms and conditions shall be made in writing, addressed and forwarded to:

Mail: Derry Public Works Office
Derry Municipal Center
14 Manning Street
Derry, NH 03038

Every interpretation made to a Bidder will be in the form of an addendum to the Sealed Bid Invitation which, if issued, will then be posted on the website: http://www.derrynh.org/Pages/DerryNH_Bids/. All such addenda shall become part of the complete Sealed Bid Invitation. It is the Bidder's responsibility to check the website prior to the submittal deadline to ensure that the Bidder has a complete, up-to-date bid package.

11. Bids that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions may be rejected as informal by the Town. The bid must be filled out completely and accurately. Please explain in detail any exceptions or deviations taken on this bid. Separate pages may be used if necessary.

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

designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired. The vehicles/equipment on which proposals are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on vehicles/equipment other than as specified, bidders shall furnish complete data and identification with respect to alternative vehicles/equipment they propose to furnish.

23. Unless otherwise stated by the Bidder, the proposal will be considered as being in strict accordance with the specifications outlined in this Sealed Bid Invitation. References to a particular trade name, manufacturer's catalogue, or model number, are made for descriptive purposes to guide the Bidder in interpreting the requirements of the Town. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the Bidder, if awarded a Contract, will be required to furnish the particular item referred to in the specifications or descriptions unless a departure or substitution is clearly noted and described in the proposal.
24. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
25. The vehicle/equipment on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitted bids on vehicle/equipment other than as specified, proposer shall furnish complete data and identification with respect to the alternate vehicles/equipment they propose to furnish.

Consideration will be given to bids submitted on alternate vehicles/equipment to the extent that such action is deemed to serve the best interests of the Town. If the bidder does not indicate that the vehicle/equipment he proposes to furnish is other than specified, it will be construed to mean that the bidder will furnish the exact vehicles/equipment described.

26. The Town reserves the right to waive any informality in bids, to reject any and all bids wholly or in part, and to make awards in a manner deemed in the best interest of the Town.
27. Awards will be made in the best interest of the Town. In determining what would be in the best interest of the Town, the following shall be considered:
 - a. The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required;

- 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

employees, subcontractors, etc., or due to the negligence of the Town, its employees, representatives, agents, etc.

33. The Revised Statutes Annotated of the State of New Hampshire, the Charter of the Town, and all Town Ordinances insofar as they apply to the laws of competitive bidding, contracts and purchases are made a part hereof.
34. The Bidder to whom a contract is awarded guarantees to the Town that all warrants of merchantability and fitness for a particular purpose as provided for in New Hampshire RSA 382A-2-314 and 2-314 shall remain in force and will not be disclaimed.
35. The Bidder, if awarded an order or contract, agrees to provide to the Town proof of Federal Identification Number (IRS Code Section 6723). Acceptable forms of documentation are a copy of a federal tax depository ticket, copy of IRS label showing name and Federal ID Number, IRS letter of taxpayer Identification Number assigned, other correspondence from the IRS with both individual/business name and Federal Identification or stationery/bills with Federal ID Number (and firm name and address) PREPRINTED on it. Any impertinent information may be blackened out before sending to the Town. Copies of tax returns must show taxpayer section and signature.
36. Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendors furnishing substances or mixtures. Vendors are cautioned to obtain and read the law referenced above.
37. Payment Terms:
 - a. Delivery and Acceptance: Upon delivery and acceptance of the vehicle/equipment by the department to which it is assigned, the Contractor shall secure the signature of an authorized representative on an original delivery slip and shall provide two (2) copies of an invoice or bill of sale. The claim of payment must be accompanied by a "Certificate of Origin" for each vehicle.
 - b. Payments: Payments shall be made within 30 days of delivery and acceptance of contracted item(s)/services or upon receipt of a verified claim for payment, whichever is later. The claim for payment consists of the original delivery slip and two (2) copies of the invoice/bill of sale executed as provided for in the paragraph above.

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:
Jacobsen R311T Rotary Mower with R311T-T4 Factory Installed Cab

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 July 29, 2016.

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 page 10.
Manufacturer's literature is to be provided with bid.

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: Two (2) year/ 2,000 hours comprehensive warranty on all parts/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 all warranty work.

Delivery location:

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

Jacobsen R311T Rotary Mower with R311T-T4 Cab Minimum Specifications:

- Jacobsen R311T Rotary Mower
- Factory Installed R311T-T4 Cab
- Factory Installed road light kit
- Factory Installed / Mounted Front & rear lights
- Factory Installed Roof Rotating Amber Beacon
- Deck Specifications: (1) 64" full-floating front deck; (2) 42" full-floating wing decks

BID SCHEDULE

PROPOSAL FOR: **Jacobsen R311T Rotary Mower with R311T-T4 Factory Installed Cab**

DATE & TIME: May 20, 2016

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.

Jacobsen Mower w/ Cab with all parts specified:

\$ _____ Price in Words: _____

Make & Model: _____

Trade in Value: 2004 Jacobsen HR-5111 Rotary Mower w/ Cab: \$ _____,
Price in words: _____

Net Purchase Price: _____

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

Authorized signature & title of Bidder

Print or type name & title of Bidder

Company Name (Corporation/general partnership organized & existing under the laws of the State of _____)

Address

City, State, Zip

Date Quotation Made: _____ Email Address _____

Phone #: _____ Fax #: _____

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.