



Town of Derry, New Hampshire

Department of Public Works

WHEELED LOADER

Request for Proposal Documents & Specifications

Firm: _____

REQUEST FOR PROPOSALS

The Town of Derry, New Hampshire wishes to purchase a new wheeled loader with high lift. The firm must be lawfully engaged as the manufacturer's representative/dealer for providing, delivering and servicing said equipment in the State of New Hampshire.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received no later than 4:00 PM on September 8, 2023 from interested qualified firms, to be eligible for consideration by the Town. Each proposal shall be submitted in a sealed envelope which is clearly marked,

"Request for Proposal, Wheeled Loader"

Complete copies of the RFP are available from the Public Works Department, Derry Municipal Center, 14 Manning Street, Derry, NH 03038 (603) 432-6144 or online at www.derrynh.org

The Town of Derry reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the Town, or to purchase on the open market if it is considered in the best interest of the Town to do so.

Failure to submit all information as detailed on the Proposal Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as nonresponsive and subject to disqualification.

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all requested services unless specific directions in the advertisement, on the proposal form or in the special provisions allow for partial proposals. Failure to quote on all services may disqualify the proposal. When proposals on all services are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for **sixty (60) calendar days** subsequent to submittal to the Town of Derry.

Any questions or inquiries must be submitted by email to: mikefowler@derrynh.org and must be received by the Public Works department no later than **seven (7) calendar days** before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be posted online.

The Proposer shall not divulge, discuss or compare this proposal with the proposal of any other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of services is allowed. Any such violation will result in the rejection of the offender's proposal or termination of the offender's contract, as applicable, and removal from the Proposal List).

The vendor may be required to supply proof of compliance with proposal specifications. All costs for such proof or certificates of compliance shall be the responsibility of the vendor.

SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Public Works Department. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

Proposers may provide multiple proposals for alternate machines, provided the proposal meets the minimum specification.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All proposals and fee proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract. The Town of Derry will post the results to the website upon final determination of the proposal which is in the best interest of the Town.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the Town of Derry to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The Town reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the Town to do so.

PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the Town, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

AWARD OF CONTRACT:

Any contract entered into by the Town shall be in response to the proposal and subsequent discussions. It is the policy of the Town that contracts are awarded only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the qualifications, experience and work plan of the Proposer, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the requested service and the Proposer's fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

The Town of Derry reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the Town; or to purchase on the open market if it is considered in the best interest of the Town to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

The Town reserves the right to incorporate minor modifications. The Vendor will incorporate these changes at no additional cost but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

CANCELLATION OF AWARD:

The Town reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the Town.

CONTRACT:

Any Contract between the Town and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions

and requirements set forth and referenced in the RFP shall govern. However, the Town reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the Town, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a Town purchase order, to the Contractor shall constitute the Town's approval to be bound by the successful Proposer's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the Town shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the Town's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of any contract, and the Town may withhold any payments until such time as the exact amount of damages due the Town is determined.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. All invoices must reference a valid Town of Derry Purchase Order Number.

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the Town and receipt of invoice, whichever is later.

The Town is exempt from all sales and Federal excise taxes. Our exemption number is 06-000222. Please bill less these taxes.

COSTS:

Unless otherwise specified all costs listed are firm for the term of the contract and shall include all labor, material, transportation and discounts. No fuel surcharges shall be allowed at any time.

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and Contract shall forthwith be physically amended to make such insertion or correction.

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

WHEELED LOADER TECHNICAL SPECIFICATIONS

A. GENERAL

The intent of these specifications is to detail functional requirements for a high lift wheeled loader with foam filled tires.

The vehicle is intended for operation on paved surfaces and unpaved surfaces at the Town's transfer station moving solid waste and recyclables. This equipment will also move snow during winter operations and it is part of the Town's emergency operations.

Equipment furnished under this specification shall be the standard products of manufacturer's regularly engaged in the production of such equipment and shall be the manufacturer's latest standard design and most current model.

Each bidder shall submit with the bid a complete list, in duplicate, of the material, fixtures, and equipment to be incorporated into the vehicle. The list shall include catalog numbers, cuts, diagrams, drawings and other descriptive data, any materials, fixtures, or equipment listed which are not in accordance with the requirements of these specifications may be cause for rejection of the bid. All manufacturers' standard equipment for the particular model being bid shall be included and no such standard equipment shall be deleted unless so noted.

B. INSPECTION AND TESTING

The contractor shall make personnel (who are knowledgeable in operation and maintenance of the vehicle and appurtenances) available at the delivery site for a sufficient time, to prove out any features, which may be in question. Failure of the demonstration machine to meet customer requirements may be cause for rejection of the bid.

All accessory equipment shall be mounted and tested in accordance with the manufacturer's specification and to the complete satisfaction of the owner.

The successful proposer may be required to provide a sample machine for the Town to evaluate unless it has already done so prior to the close of this RFP.

C. WARRANTY

The contractor shall provide a 5 year/7500 hour minimum full warranty for this piece of equipment.

The contractor selling this piece of equipment shall arrange for the performance of all warranty work so as to avoid the necessity for the Town of Derry to deal directly with the manufacturer and manufacturer's authorized service outlets for the components not serviced directly by the vendor.

Service provided under the manufacturer's warranty shall be performed at a location selected by the manufacturer and/or vendor with any and all transportation costs to be paid by the vendor.

D. MANUALS

The successful bidder shall supply, upon delivery of the vehicles, the following manuals:

1. Operation Manual (1) hard copy
2. Service and Repair Manual (Shop Manual) [hard copy]
3. Service and Repair Manual — electronic format
4. Parts Manual. (With full illustration) [hard copy]
5. Parts Manual - electronic format.

E. TRAINING

Successful bidder must provide 4 hours on-site operator and or Preventive Maintenance training at no additional cost to the town.

F. DELIVERY

Unit shall be delivered to the Town of Derry fully serviced, operational and with a full tank of fuel. **Vendor shall specify delivery time frame as part of her/his proposal.**

A significant penalty fee (5% of the total contract price) **may** be administered if the unit is not delivered within the specified time frame mentioned above. The penalty fee **may** be waived per the Town's discretion.

G. "VALUE ADDED" BENEFITS

Other value added services offered at no cost to the town. Examples include:

Free loaner of a comparable sized unit when customer unit is down for more than 24 hrs. On-site warranty administration. 24-hour technical assistance hotline. Additional discount on parts/service, etc.

H. MINIMUM UNIT SPECIFICATIONS

High Lift Linkage
Autolube/Autogrease System
Four (4) 20.5 x 25 L3 Foam Filled Tires
Fusion Coupler
ROPS/FOPS Cab with 2 doors and sliding side windows
Access Platform and steps
Maximum allowable in cab noise level is 68 dB(A)
Heater, Rear Defroster & Air Conditioning
AM/FM radio
Two auxiliary power plugs (12 volt)
Dual Inside and Dual Heated Electronic Outside Mirrors
Front & Rear windshield wipers & washers
Front sun visor and rear sun shade
Front & rear fenders

Interior Dome Light
Full instrumentation with gauges, warning lights & alarms
Rear Stop/Tail Lights (LED)
Front Driving Lights
Electric horn
Back-up alarm
Swivel, air suspension fabric seat
Tilting and Telescopic Steering Wheel
6 cylinder diesel engine, minimum 183 hp (net) Horsepower
Tier 4 emissions or better
12 volt electrical system
115 amp (minimum) alternator
Four (4) 1000 CCA heavy duty batteries
Engine Block Heater (120 volt)
Extended life engine coolant
Anti-freeze coolant protection to (minimum) -34° F.
Locking Front Differential and standard rear differential axles
Hydrostatic Transmission with electronic control
Minimum 50 gallon fuel tank
Road speed must be at least 20MPH
Enclosed wet disc full hydraulic brakes
(1) 5 cubic yard bucket with bolt on steel cutting edge
(1) 5 cubic yard with rubber cutting edge
27,000 pounds (minimum) bucket breakout force
7,300 pounds lift capacity @ full height
Ride Control
Counterweight with rear hitch
Z-Bar Loader Linkage
5 Year/7500 hour warranty

The successful vendor shall include one (1) complete set of service filters which shall consist of all required fuel, oil, coolant, hydraulic and cabin air filters for a complete servicing.

I. OPTIONS

Add 12 ft pusher with floating edge

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each vendor must submit the following documents, in. one (1) original and one (1) identical copy:

1. Proposal Sheet
2. Specifications Exception Form
3. Alternate W-9 Form
4. Town of Derry Indemnification Agreement
5. Manufacturers Sales and Specifications Literature on Loader Backhoe
6. Standard Warranty Literature
7. Extended Warranty Literature

TOWN OF DERRY, NEW HAMPSHIRE
PROPOSAL SHEET
WHEELED LOADER

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE AND DELIVER ONE NEW WHEELED LOADER (TO INCLUDE TRAINING, OPERATION, SERVICE/REPAIR AND PARTS MANUAL AND STANDARD WARRANTY) IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THIS RFP, FOR THE LUMP SUM OF:

ONE WHEELED LOADER (WITHOUT OPTIONS):

_____ DOLLARS \$ _____
(WRITTEN)

MANUFACTURER OF WHEELED LOADER OFFERED:

MODEL OF WHEELED LOADER OFFERED: _____

OPERATING WEIGHT (IN POUNDS): _____

NET ENGINE HORSEPOWER: _____

MAXIMUM ROAD SPEED (in MPH): _____

COUNTRY OF ORIGIN: _____

LENGTH OF WARRANTY PERIOD FOR LOADER:

DELIVERY TIME IN CALENDAR DAYS AFTER RECEIPT OF ORDER (ARO):

Please note that the Town may impose a penalty of 5% of the total contract price if this delivery time is not met.

ITEMIZED PRICES FOR OPTIONAL ATTACHMENTS/EQUIPMENT:

Gross Cost \$ _____

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS PROPOSAL
2. THE RECEIPT OF THE FOLLOWING ADDENDA
3. THE FIRM SUBMITTING THIS PROPOSAL HAS NEVER DEFAULTED ON ANY MUNICIPAL, COUNTY, STATE, FEDERAL OR PRIVATE CONTRACT

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TELL FREE NUMBER: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

THE TOWN'S STANDARD PAYMENT TERMS ARE NET 30 DAYS AFTER DELIVERY AND ACCEPTANCE.

PLEASE FILL OUT, SIGN AND RETURN TO:

Town of Derry
Derry Municipal Center
14 Manning Street Derry, NH 03038

Due Date/Time: September 8, 2023 Not Later Than 4:00 PM

TOWN OF DERRY, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Derry to ferret out information concerning the materials which you intend to furnish.

If your proposal does not meet all of our specifications you must so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the Town of Derry may claim forfeiture on your proposal bond, if submitted.

Signed: _____
I DO meet specifications

Signed: _____
I DO NOT meet specifications as listed in this proposal; exceptions are in the space provided.

Failure to submit this form with your proposal may result in your proposal being rejected as unresponsive.

Alternate Form
W-9 (rev W00)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual <input type="checkbox"/> Sole proprietor <input type="checkbox"/> Partnership I: Limited Company - Enter the tax classification (D=Disregard entity, C=Corporation, P=Partnership) II Other	Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) Town of Derry
City, state, and ZIP code	
List account number(s) here (optional)	

Part

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line I to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number —

Employer identification number —

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Signature of U.S. Person	Date:
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Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

TOWN OF DERRY, NEW HAMPSHIRE

THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the Town, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all vendors, contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the vendor in the performance of this contract. in any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Failure to submit this form with your proposal may result in your proposal being rejected as unresponsive.

ATTACHMENT A

PROPOSAL EVALUATION FORM

FIRM: _____

DATE: _____

PROJECT: WHEELED LOADER

DEPARTMENT/DIVISION: DERRY PUBLIC WORKS DEPARTMENT

RATING CATEGORY	WEIGHT	RATING	SCORE
Proposal:			
Responsive - Required Documents Submitted	5		
Cost	10		
Delivery Time After Receipt of Order	10		
Trade in Value	N/A		
Equipment:			
Meets/Exceeds Specifications	10		
Warranties	10		
Country of Origin (extra points for units made in USA)	5		
Firm:			
Record of Satisfactory Performance	10		
Dealer Proximity to Derry (for parts & service)	10		
Responsible (per RFP General Terms & Conditions)	5		
Total:			

Rating Scale: Unacceptable 0, Average 5, Excellent 10