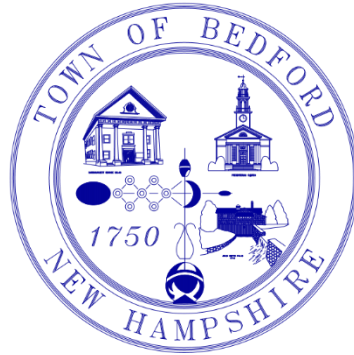


TOWN OF BEDFORD, NH



INVITATION TO BID

BID 16-2021

MATERIAL SCREENER

CONTAINING:

- LEGAL NOTICE OF BID
- SPECIFICATIONS
- BID FORM
- GENERAL CONDITIONS

TOWN OF BEDFORD, NH
DEPARTMENT OF PUBLIC WORKS

**LEGAL NOTICE
TOWN OF BEDFORD, NH
INVITATION TO BID
MATERIAL SCREENER
BID 16-2021
NOVEMBER 9, 2021 @ 10:00 AM**

Sealed Bids for one (1) Material Screener for the Town of Bedford, will be received at the Department of Public Works, 55 Constitution Drive, 2nd Floor, Bedford, NH, 03110 until 10:00 AM, prevailing time on Tuesday, November 9, 2021, at which time will be publicly opened.

The Bid shall be submitted in a sealed envelope, addressed to the Town of Bedford, Public Works Department and clearly marked in the lower left-hand corner “TOB BID 16-2021, Material Screener”. No electronic bid documents will be accepted.

The Bid document will be available at the Department of Public Works at the above address as well as online at <https://bedfordnh.org/367/RFP> beginning on Monday, October 11, 2021.

The Town of Bedford reserves the right to accept or reject any and all bids or any part thereof, and to waive any minor informalities as it deems to be in the best interest of the Town. The Town also reserves the right to conduct reasonable negotiations with low bidders and sole bidders. Failure to submit all information may declare a bid as non-responsive and subject to disqualification.

MINIMUM BID SPECIFICATIONS

Material Screener

Screen:

- Dual 5'-0" x 7'-0" double-deck, two bearing screens
- 3" top screen
- ½" bottom screen
- 3/8" USA-made Grade 80 steel decks
- 8" clearance between decks
- 15'3" feed width
- 10'-9" low feed height

Power Systems:

- Tier IV Final diesel engine
- 60 gallon baffled hydraulic tank
- 34 gallon diesel fuel tank

Structure / Undercarriage:

- 5-point, 6" tubular support structure
- USA-made Grade 80 steel construction
- Single axle with dual 11R x 22.5" tires and air brakes
- Hydraulic axle raise and lower
- Hydraulic landing gear
- Lockable control panels

Loading Operation:

- 3-5 Cu. Yard wheeled or tracked loader
- 2 Cu. Yard excavator

Optional:

- 6" spaced grizzly on top deck

Warranty:

- Machine – 1 year or 1,000 hours
- Engine – 2 years or 2,000 hours

Literature:

- The successful bidder shall furnish one (1) parts manual, one (1) shop manual, and one (1) operator's manual covering all components of the vehicle.

BID FORM

Material Screener

Bidder agrees to supply one (1) Material Screener as indicated on Specification Sheet.

The above shall be installed in a workmanlike manner in which the system when installed will be operational and functional as intended by the Town. The Town shall inspect and reserves acceptance of the final product, i.e., the completed package, by direction of the Superintendent of Public Works.

The Material Screener shall be fully operational and delivered by 60 days after the contract award. **A \$100.00 fine per Calendar day will be assessed for the first month (30 days); A \$200.00 fine per Calendar day will be assessed for the second month (60 days); A \$300.00 fine per Calendar day for the third month (90 days) for each day beyond the 90 day contract award deadline. Also, the Contractor will supply the Town with a Material Screener of equal size and condition at no cost.**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
One (1)	Material Screener	\$ _____

Total Amount _____
(Written)

Optional Item:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
One (1)	6" Top Screen	\$ _____

Total Amount _____
(Written)

Bid Form, continued

The above costs shall include the installation of all equipment specified on the said Specification Sheet. As previously referenced, the complete final product shall be operational and functional as intended by the Department of Public Works.

Alternate delivery dates submitted at the time of the sealed bid submittal may or may not be considered in the determination of the Bid Award.

The Town reserves the right to accept and/or reject any Bid and also reserves the right to waive any informalities in the bidding procedures.

The Town reserves the right to accept the Bid Amount that is in the best interest of the Town.

List any and all deviations from the Specifications. If none are listed, it shall be assumed that the units offered, meet or exceed the minimum Specifications.

Attach complete set of Specifications and all other information requested in this **BID 16-2021**. List all agencies where complete stocks or repair parts are maintained.

(Business Name)

(Signature of Bidder)

(Address)

(Printed Name)

(City, State and Zip Code)

(Title of Bidder)

(Phone Number)

Dated _____ day of _____, 2021

Expected Delivery Date: _____

Warranty Period: _____

Bid Form, continued

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 Bedford to ferret out information concerning the materials which you intend to furnish.

If your bid does not meet all our specifications you must state it in the space provided below:

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

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

Signed _____

I DO meet specifications

Signed _____

I DO NOT meet specifications as listed in this Bid, exceptions are in the space provided.

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

Bid Form, continued

NON-COLLUSION STATEMENT

The Undersigned certifies under penalties of perjury that this Bid in all respects is bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph, the "PERSON" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Title _____

Signature _____

Company _____

INDEMNIFICATION AGREEMENT

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the Town of Bedford, NH, it's officials, officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or suppling work, services, materials, equipment 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 forgoing 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 ID Number _____

Authorized Signature and Date _____

Address _____

Telephone _____

E-Mail _____

GENERAL CONDITIONS

PREPARATION OF BIDS

Bids shall be submitted on the forms provided and must be signed by an authorized representative of the firm submitting the said Bid. Any corrections to entries made on Bid forms should be initialed by the person signing the form.

Bidders must quote on all items appearing on the Bid forms unless specific directions in the advertisement or in the general provisions allow for partial Bids. Failure to quote on all items may disqualify the submitted proposal.

Alternative Bids will not be considered, unless otherwise stated, and then only if the alternate is described completely, including, but not limited to, sample(s) and specifications sufficient to enable for a comparison.

Unless otherwise stated in the Bid, prices quoted shall remain firm for a period of sixty (60) days after the date and time of receipt.

Any questions or inquiries must be submitted in writing, and must be received by the Department of Public Works no later than seven (7) calendar days before the Bid due date to be considered. Any changes to the Bid will be provided to all bidders of record.

The bidder has not divulged to, discussed or compared his bid with other firms and has not colluded with any other bidder or parties to a bid whatsoever. (NOTE: No premiums, rebates or gratuities permitted either with, prior to or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and may be grounds for the removal from future consideration).

The name of any manufacturer, trade name, or catalog number mentioned in this Bid description is intended for the purpose of designating a minimum standard of quality and type unless specified to be mandatory. Such references are not intended to be restrictive, although specified color, type of material, and specified measurements may be mandatory. Bids may be considered for any brand which meets or exceeds the quality of the specifications listed. On all such Bids, the bidder shall specify the product he is proposing and shall supply sufficient data to enable comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the Bid.

When samples are required they must be submitted free of cost and will be returned unless otherwise specified.

Items left for demonstration purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the Town. Said demonstration units shall not be offered to the Town as new equipment unless otherwise mutually agreed to.

The vendor may be required to supply proof of compliance with specifications. When requested, the vendor must immediately supply the Town with certified test results of certificates of compliance. Where none are available, the Town may require independent laboratory testing. All costs for such testing certified test results or certificates of compliance shall be the responsibility of the vendor.

Unless otherwise stated, all prices are F.O.B. destination. No charge for packing or drayage will be allowed, all deliveries are to be prepaid, and C.O.D.'s will not be accepted.

BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one Bid is offered by any one party, or by any person or persons representing a party, all such Bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from the quoting prices to the bidders or from submitting a direct Bid on his own behalf.

SUBMISSION OF BIDS

Bids must be submitted as directed in the Invitation-To-Bid, and on the forms provided unless otherwise specified. Bids must be typewritten or printed in ink.

WITHDRAWAL OF BID

Bids may be withdrawn prior to the opening date and time, upon written request of the bidder.

RECEIPT AND OPENING OF BIDS

Bids shall be submitted prior to the time indicated in the Invitation-To-Bid. Bids received after the time so indicated shall be returned unopened.

BID RESULTS

All Bid received shall be considered confidential and not available for public review until after a vendor has been selected.

THE BIDS

When identical low Bids are received, with respect to price, delivery and quality, the award may be made that is deemed to be in the best interest of the Town. When a tie Bid exists between a local and out-of-town bidder, preference will be given to the local bidder. Any bidder having a local agent who is a bona fide resident of the Town is considered a local bidder.

AWARD OF CONTRACT

The Contract may be awarded to the lowest responsible bidder (net total amount) as soon as approved and awarded by Town Council after Bid opening. The Town of Bedford reserves the right to waive any formality in Bids submitted and the right to reject any or all Bids at its discretion and to accept the Bid, which will be in the best interest of the Town.

In case of error in the extension of prices, the unit prices Bid shall govern and the unit prices in writing shall take precedence over the unit prices in figures.

DISQUALIFICATION

Awards will not be made to any person, firm or company in default of a contract with the Town.

SAFETY DATA SHEET

Right to know.

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 vendor from the selling said substances, or mixtures containing said substances within the state. All vendors furnishing substances or mixtures subject to RSA 277-A are cautioned to obtain and read the law referenced above.

FAILURE TO COMPLY WITH THE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

PATENT PROTECTION

The seller agrees to indemnify and defend the Town of Bedford from all claims and losses resulting from the alleged and actual patent infringements and further agrees to hold the Town of Bedford harmless from any liability arising under RSA 382-A, 2-313 (3). (Uniform Commercial Code)

ASSIGNMENT PROVISION

The contractor/vendor hereby agrees that it will assign to the Town of Bedford all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combination or contracts in restraint of trade which affect the price goals or services obtained by the Town under this contract if so requested by the Town.

DELIVERY

Deliveries are to be made only to the department indicated on the order and in accordance with accepted commercial practices, without extra charge, or as designated elsewhere in the Bid. Deliveries, which do not conform to the specifications or are not in good condition upon receipt, shall be replaced promptly.

INVOICING

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pickup to the Department of Public Works. 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. Any cash discount offered shall be clearly stated. Payment should be net thirty (30) days upon delivery.

TAX

The Town is exempt from all sales and Federal Excise Taxes. Exemption certificates will be furnished upon request, covering taxable items. Please bill less these taxes.

TERMINATION OF CONTRACT

If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, plus any extension thereof as provided in these Contract Documents, the Owner, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Owner may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor shall be liable to the Owner for any additional cost incurred by the Owner in its completion of the work as well as any legal fees incurred by the Owner related to this contract.

SEVERABILITY

If any of the GENERAL 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 CONDITIONS.

DEFINITIONS

Bid shall also mean proposal, offer, qualification/experience statements, and services.

Bidders shall also mean vendors, offerers, or any person or firm responding to a request for bids.

GOVERNING LAW

All contracts entered into by the Town of Bedford shall be governed by the Laws of the State of New Hampshire.

APPROPRIATE CLAUSE

This Contract is subject to the annual appropriation of sufficient funds at the Budgetary Town Meeting to cover the said annual payment(s) when due. Should the annual appropriation by vote at Budgetary Town Meeting not be approved, this Contract shall become null and void, and the vehicles and/or equipment, etc. purchased shall be returned to the financing institution and furthermore, the Town shall have no further obligation in the Contract. The Contract will be underwritten for a specified period of time.

BIDDER QUALIFICATIONS

1. Shall have been engaged in the business of selling and servicing municipal equipment for a minimum of five (5) years.
2. Vendor shall have represented the product bid herein as a distributor for a minimum of five (5) years.
3. The distributor contractor/vendor shall have a service and parts facilities physically located in New Hampshire and must have parts available within 24 hours.