

# TOWN OF SCARBOROUGH



## INVITATION TO BID 012017

### *RETURN THIS BID TO:*

Attention ITB012017/HD 95 PTO HP TRACTOR  
PO Box 360  
259 US Route One  
Scarborough, ME 04070-0360

THIS IS NOT AN ORDER

DATE ITB ISSUED: 05/26/16

95 PTO HP, TRACTOR FOR BEACH CLEANING

**SEALED BIDS MUST BE SUBMITTED TO THE PURCHASING AGENT, TOWN CLERK'S OFFICE, OR DELIVERED TO THE OPENING LOCATION AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING AGENT or HIS DESIGNEE PRIOR TO THE BID OPENING ON June 15<sup>th</sup>, 2016 AT 10:00AM AT WHICH TIME THEY WILL BE PUBLICLY OPENED.**

**OPENING LOCATION:** Town of Scarborough, Town Hall, located at 259 US Route One Scarborough, ME 04074 in the Town Manager's Conference Room, Main Level.

**F.O.B. POINT: FINAL DESTINATION**

**EMAILED AND/OR FAXED BIDS WILL NOT BE ACCEPTED.**

**LATE BIDS WILL NOT BE ACCEPTED.**

**ALL QUESTIONS REGARDING THIS ITB SHOULD BE DIRECTED TO KIM MASSA, PURCHASING SPECIALIST, at (207) 730 4083 or [kmassa@ci.scarborough.me.us](mailto:kmassa@ci.scarborough.me.us). THE PREFERRED METHOD IS VIA EMAIL.**

**IMPORTANT NOTICE:** If you received this solicitation from the Town's web site, you must register with the Purchasing Agent to receive subsequent amendments.

## **INSTRUCTIONS TO BIDDERS**

**CONTRACT INTENT:** This Invitation to Bid (ITB) is intended to result in the purchase of One 95 PTO HP, 4X4 TRACTOR W/ CAB AND 3 POINT HITCH

**NOTICE OF INTENT TO AWARD:** After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. It lists the name of each company or person that offered a bid and the price they bid. It may also provide notice of the Town's intent to award a contract(s) to the bidder(s) indicated. A copy of the Bid Tabulation will be mailed to each company or person who responded to the ITB. Bidders identified for award are not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Purchasing Agent. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the Purchasing Agent does so without a contract and at their own risk.

**PAYMENT FOR TOWN PURCHASES:** Payment for agreements for the undisputed purchase of goods or services provided to the Town of Scarborough, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

**FEDERAL EXCISE TAX:** The Town of Scarborough is exempt from all Federal Excise Tax.

**STATE SALES TAX:** The Town of Scarborough is exempt from all State of Maine Sales Tax.

**SHIPPING DAMAGE:** The Town will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination within the Town of Scarborough. The Town will provide the contractor with written notice when damaged goods are received. The Town may choose to deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

**INDEMNIFICATION:** The contractor shall indemnify, hold harmless, and defend the Town from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the Town for a claim of, or liability for, the independent negligence of the Town. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Town, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Town", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Town's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

**INSURANCE:** Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the Town shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Purchasing Agent prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change

of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services.

**Proof of insurance is required for the following:**

The contractor shall furnish proof of adequate insurance coverage of the types, and to the limits, specified below. Certificates of such insurance shall be filed with the Purchasing Agent within five (5) days following notification of the Bid Award.

**WORKERS COMPENSATION:**

The Contractor shall purchase and maintain during the life of this Contract Workers Compensation Insurance for all employees employed in the course of performing services under this Contract as awarded pursuant to these Specifications; and in case any work is sublet, the Contractor shall require the Sub-Contractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. In case any class of employees engages in hazardous work under the Workman's Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected. All coverage to be in accordance with State of Maine laws in effect and the requirements of the Industrial Accident Commission.

**LIABILITY INSURANCE:**

The Contractor shall carry and maintain, until final written acceptance of the work by the Town, insurance as specified below and in such form as shall protect the Town of Scarborough and its employees and officials from all claims and liability for damages and bodily injury including accidental death and for property damage which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town of Scarborough and its employees, agents, and officials harmless from loss and damage due to claims from personal injury and/or property damage arising from or in connection with operations under this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

1. For liability, for bodily injury, including accidental death \$400,000 on account of one occurrence and \$400,000 aggregate limit.
2. For liability for property damage \$400,000 on account of any one occurrence and \$400,000 aggregate limit.
3. An umbrella policy in the amount of \$400,000 covering the underlying policies. All policies shall be so written that the Purchasing Agent's office of the Town of Scarborough will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations may begin. Certificates shall make no claims against the Town of Scarborough or its officers for any injury to any of his officers or employees for

damage to his trucks or equipment arising out of work contemplated by this Contract. The Contractor agrees to hold the Town harmless from any claims so made and to indemnify the Town, its officers, employees, agents, and servants from all claims legal or equitable, including court costs and reasonable attorney's fees arising out of the operation of the contract.

**AUTOMOTIVE LIABILITY INSURANCE:**

Automotive Liability Insurance with a minimum limit of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limit of liability for property damage in the amount of \$50,000 / \$100,000 aggregate.

Failure to supply satisfactory proof of insurance within the time required will cause the Town to declare the bidder non-responsible and to reject the bid.

**BRAND AND MODEL OFFERED:** Specifications may contain certain brand names that may or may not be proprietary. Bidders are encouraged to propose their company's approved alternate to such items and list them accordingly. The Town will **not** disqualify a bid if it offers items not specific but meet minimum requirements to the Town's Bid Specifications.

**ANNOTATED LITERATURE:** Bidders must annotate their product literature to identify for the Town the location of the supporting information regarding each product specification set out in this ITB.

**SUPPORTING INFORMATION:** The Town strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the Purchasing Agent that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Town reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the Town and may include the requirement that a bidder will provide a sample product(s) so that the Town can make a first-hand examination and determination.

**DEMO:** In conjunction with the above section, "**SUPPORTING INFORMATION**;" as part of the evaluation and/or award process, the Town may request a demonstration of the proposed equipment. Bidders who do not provide the actual product proposed or the equivalent product as required by the Town may have their bids rejected and/or award revoked.

**FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER:** Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

**NEW EQUIPMENT:** Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the

latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the Town. The Town will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the Town complies with this requirement. A contractor's failure to comply with this requirement will cause the Town to seek remedies under breach of contract. The Equipment offered must have been for sale to the general public for a period of not less than five years.

**ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the Town that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the Town will cause the Town to consider the bid non-responsive and reject the bid.

**INSPECTION:** Equipment offered will be subject to inspection and approval by the Town prior to payment. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

**ALTERATIONS:** The awarded bidder must obtain the written approval from the Purchasing Agent prior to making any alterations to the agreed upon specifications (post-award) contained in this ITB or subsequent Contract. The Town will not pay for alterations that are not approved in advance and in writing by the Town.

**DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the Purchasing Agent makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

**ITEM UPGRADES:** The Town reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

**DELIVERY:** Indicate, in the space provided under "Bid Form", the time required to make delivery after the receipt of an order.

**F.O.B. POINT:** The F.O.B. point for all items purchased under this bid is the final destination within the Town of Scarborough. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the Town.

**PARTS BOOKS AND MAINTENANCE MANUALS:** Parts books and maintenance manuals must be provided at the same time that the equipment is delivered, preferably in Electronic Version (CD, PDF, etc.). The cost of the parts books and maintenance manuals is to be included in the bid price of the equipment.

**CONTINUING OBLIGATION OF CONTRACTOR:** Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of

consumable supplies. By signature on this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

**WORKMANSHIP & MATERIALS:** All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item. The Town will reject any item that does not meet the agreed upon specifications of the ITB (post award). Rejected items will be returned to the contractor at the contractor's risk and expense.

**BID SUBMISSION:** At or before the appointed date and time, all bidders **must** submit a completed Specifications Form and completed Bid Form. Although not required, bidders are encouraged to submit additional supporting information that may assist the Town in evaluating the bid and compliance with the technical specifications.

**METHOD OF AWARD:** Award will be made to the lowest responsive and responsible bidder as noted below (**EVALUATION CRITERIA**). The Town of Scarborough reserves the right to accept or reject any or all bids should it be deemed in the best interest of the Town, waive any minor discrepancies or technicalities and the right to inspect the equipment prior to delivery.

**EVALUATION CRITERIA:** The Town intends to evaluate each bid based on the following specifications. The bid which meets these specifications best will be the lowest, most responsive, responsible bid. Alternate proposals to the specifications listed below should be noted so that the Town may make a fair assessment of the bid. **ALTERNATE SPECIFICATIONS WHICH ARE CLEARLY STATED WILL NOT DISQUALIFY A BIDDER.**

**INVOICES:** Invoices must be sent directly to the Town address shown on the individual Purchase Order, Contract Award or Delivery Order. Payment schedule will be determined with the winning bidder. Questions concerning payment must be addressed to the Town of Scarborough's Accounts Payable Department.

**The Town of Scarborough reserves the right to accept or reject any and all bids when it is deemed in the best interest of the Town.**

**ADDITIONAL INFORMATION:**

**ALL** inquiries or requests concerning this Invitation to Bid shall be made in writing and must be received before the close of business on June 13, 2016 to the Attention of Kim Massa, Purchasing Specialist by fax (207 730-4088) or email to [kmassa@ci.scarborough.me.us](mailto:kmassa@ci.scarborough.me.us). The Town is not responsible for oral interpretations given by any Town employee, representative or other.

## SPECIFICATIONS

**\*THIS PAGE MUST BE INCLUDED WITH ANY ALTERNATE PROPOSAL(S) NOTED CLEARLY\***

### 95 PTO HP, 4X4 TRACTOR W/ENCLOSED AIR CONTROLLED CAB, W/3 POINT HITCH

<u>1.0 Engine</u>	<b>COMPLY</b> <b>Yes    No</b>
1.1    MIN.4 Cylinder, turbocharged, air to air cooled, diesel engine and shall be designed and built by the manufacturer	___    ___
1.2    Engine shall be certified to EPA Tier 4 Final emissions, use of DEF. is preferred	___    ___
1.3    Engine shall have a wet-sleeve cylinder liner design for improved cylinder cooling over dry sleeve and cast-in-bore design for improved cylinder and piston ring durability	___    ___
1.4    Engine displacement shall be no less than 4.5 liters	___    ___
1.5    Engine net peak power shall be no less than 115 hp. @2100 rpm	___    ___
1.6    Fuel system shall be high-pressure, common rail	___    ___
1.7    Daily check points shall be accessible from one side of the engine and shall be done from ground level	___    ___
1.8    Under-hood Engine air cleaner shall be dry type, dual element with a restriction indicator in cab monitor for service	___    ___
1.9    The Tractor will have under hood pre-screened air intake to minimize plugging	___    ___
1.10    Access to engine will be open hood for ease of access to fluid check points.	___    ___
1.11    Engine shall have no less than 30-micron rated primary fuel filter with water separator	___    ___
1.12    The unit shall have an auto-idle, auto-shutdown feature for the engine as standard equipment	___    ___
1.13    The electrical system shall be 12 volt.	___    ___
1.14    The electrical system shall be equipped with a 12 volt in cab terminal connect point for town radio	___    ___
<u>2.0 Cooling</u>	<b>COMPLY</b> <b>Yes    No</b>
2.1    Unit shall have an engine and transmission cooling system	___    ___
2.2    The unit will have access to all coolers	___    ___
2.3    Air intake shall be pre-screened for each cooling component	___    ___
2.4    Cooling system will be capable of high demand slow tractor speed performance	___    ___
2.5    Unit shall have a coolant recovery tank provided	___    ___
2.6    Engine shall be equipped with a spin on coolant filter in engine compartment	___    ___
2.7    Fluid levels should be easily checked by sight gauges or overflow tank	___    ___
<u>3.0 Power Train</u>	<b>COMPLY</b> <b>Yes    No</b>
3.1    The Tractor shall have a CVT or IVT transmission fully automatic	___    ___
3.2    The transmission shall be electronically controlled, adaptive, with load and speed dependent shift modulation	___    ___
3.3    Shift modes shall be fully automatic forward and reverse	___    ___
3.4    The availability of low gear options shall allow different work speeds if available with automatic trans.	___    ___
3.5    Unit shall have preferably left side steering column mounted F-N-R selector	___    ___
3.6    Sight gauge showing transmission fluid or easy access dip stick available.	___    ___



- 3.7 Transmission high temperature indicator shall be in the cab \_\_\_ \_\_\_
- 3.8 The transmission shall be able to reach 30 mph road speed for travel to work area. \_\_\_ \_\_\_

**4.0 Axles/Brakes**

**COMPLY**  
**Yes No**

- 4.1 The final drives shall be heavy-duty inboard planetary \_\_\_ \_\_\_
- 4.2 The loader shall have two brake pedals with ability to lock both together for even braking, or separate for brake assisted turns \_\_\_ \_\_\_
- 4.3 The service brake shall be hydraulically actuated, inboard, wet brake system \_\_\_ \_\_\_
- 4.4 The parking brake shall be electrically or manually applied. \_\_\_ \_\_\_
- 4.5 Rear axle shall have differential lock capability \_\_\_ \_\_\_
- 4.6 The dipstick port and housing fill shall be at the top of the axle \_\_\_ \_\_\_
- 4.7 The front axle shall be hydraulically actuated, disc clutch style, locking differential for maximum traction when required but with less tire wear than limited slip or no-spin differentials \_\_\_ \_\_\_
- 4.8 The rear diff lock will be capable of on the go locking \_\_\_ \_\_\_
- 4.9 The front axle will have suspension and grease able pivot points \_\_\_ \_\_\_

**5.0 Hydraulic System**

**COMPLY**  
**Yes No**

- 5.1 The hydraulic system shall be pressure-compensating load-sensing for reduced fuel consumption and better fluid heating compared to open center hydraulic systems \_\_\_ \_\_\_
- 5.2 Hydraulic tank capacity should large enough for extra cooling capability. \_\_\_ \_\_\_
- 5.3 Tractor will have 3 point hitch, hydraulic controlled, with increased lift capacity. \_\_\_ \_\_\_
- 5.4 Tractor will have draft lift, hold, and float controls for 3 point hitch \_\_\_ \_\_\_
- 5.5 Tractor will have 3 remote rear connected points with hydraulic controls in the cab for Beach Rake function controls. \_\_\_ \_\_\_
- 5.6 Rear splined PTO shaft for mounting Hydraulic pump unit for Beach Rake \_\_\_ \_\_\_
- 5.7 Tractor will have ability for 540 rpm PTO continuous function weather tractor moving or stopped. \_\_\_ \_\_\_
- 5.8 A sight gauge will be provided for checking hydraulic reservoir fluid \_\_\_ \_\_\_
- 5.9 Hydraulic pump shall be variable-displacement, axial-piston pump; closed-center, pressure-compensating system \_\_\_ \_\_\_
- 5.10 Tractor will be capable hydraulically for expanded options, such as a front loader bucket. \_\_\_ \_\_\_

**6.0 ELECTRICAL**

**COMPLY**  
**Yes No**

- 6.1 The batteries shall be 12 volt, with a min. 1200 CCA as available. \_\_\_ \_\_\_
- 6.2 The unit shall have a solid-state electrical power distribution system using circuit board technology and solid-state switches \_\_\_ \_\_\_
- 6.3 The electrical system shall be equipped with a 12 volt in cab terminal strip for town radio \_\_\_ \_\_\_
- 6.4 Unit shall be equipped with L.E.D. lighting throughout inside and out, except forward halogen headlights. \_\_\_ \_\_\_
- 6.5 Cab will equipped with a Whelen strobe light on roof, switched in cab \_\_\_ \_\_\_
- 6.6 The tractor will have a min, 120 amp alternator \_\_\_ \_\_\_
- 6.7 Unit shall be equipped with gauges for: engine coolant temperature, transmission oil temperature, and engine oil pressure. \_\_\_ \_\_\_
- 6.8 Unit shall have operator warning lights for: check engine, engine oil pressure, engine air restriction, battery voltage, transmission filter restriction, brake pressure, hydraulic oil filter, transmission fault, hydraulic oil temperature \_\_\_ \_\_\_
- 6.9 Unit shall be equipped with an AM/FM/WB radio \_\_\_ \_\_\_
- 6.10 Unit shall have a 7 pole trailer plug with ign. power to provide power to auto lube system on beach rake. \_\_\_ \_\_\_



**COMPLY**  
**Yes No**

**7.0 Operator Station**

7.1	Unit shall be equipped with the suspended Standard Premium cab	_____	_____
7.2	Unit shall have quiet, cab with Air Conditioning and filtered fresh air filter.	_____	_____
7.3	Unit shall have an inner rear view mirror, and interior cab light	_____	_____
7.4	3" retractable seat belt shall be provided	_____	_____
7.5	Steering wheel shall be tilt able and telescoping	_____	_____
7.6	The cab shall have continuous and unobstructed glass from roofline to floor for visibility in tight quarters	_____	_____
7.7	Unit will come with a sun visor installed for windshield and tinted glass	_____	_____
7.8	An air ride seat with headrest, armrest, and independent height and weight adjustment for operator comfort	_____	_____
7.9	Cab shall have a cup holder, holder/storage compartment for operator's manual, a rubber floor mat	_____	_____
7.10	Cab shall be equipped with front and rear window wipers	_____	_____
7.11	Heated mirrors are preferred if available	_____	_____

**8.0 General Specifications**

8.1	Unit shall be equipped with Nokian Tri 2 Tires, Rears a minimum 34 inch tire required for work on the beach sand.	_____	_____
8.2	Unit shall be delivered with a spare tires mounted on spare wheels of matching tread and sizes as front an rear	_____	_____
8.3	The counterweight shall be added as an option for front	_____	_____
8.4	Unit shall have vandal protection with lockable engine enclosures, battery box, filler access for radiator/fuel/hydraulic/transmission	_____	_____
8.5	Fuel tank capacity shall be no less than 50 gallons	_____	_____
8.6	Tractor will come with a fire extinguisher	_____	_____
8.7	Tractor will have an independent swinging drawbar for 3 point hitch arms	_____	_____
8.8	Tractor will be equipped with intermittent wipers front and rear glass	_____	_____

**9.0 Additional Specifications**

9.1	Machine will come with operator's manual, and service and parts CD	_____	_____
9.2	Machine will come with the standard warranty	_____	_____

# BID FORM

**TOTAL COST FOR 4 WHEEL DRIVE TRACTOR AS SPECIFIED OR AS PROPOSED BY VENDOR.**

\$ \_\_\_\_\_

**OPTIONAL BUCKET ATTACHMENT**

\$ \_\_\_\_\_

**OPTIONAL FRONT BROOM ATTACHMENT**

\$ \_\_\_\_\_

**DELIVERY TIME AFTER RECEIPT OF ORDER:**

\_\_\_\_\_

GUARANTEE: \_\_\_\_\_

DELIVERY DATE: \_\_\_\_\_

**>>> NOTE: Bid must bear the handwritten signature of a duly authorized Member or employee of the organization making the bid.**

**SIGNED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

COMPANY: \_\_\_\_\_  
Corporation, Firm, or Company

ADDRESS: \_\_\_\_\_  
Street/PO Box

\_\_\_\_\_  
City State ZIP

TELEPHONE :(\_\_\_\_\_) \_\_\_\_\_ FAX :(\_\_\_\_\_) \_\_\_\_\_

EMAIL: \_\_\_\_\_

**APPENDIX A****ITB 012017 Mailing List**

BEAUREGARD EQUIPMENT	14 GIBSON RD, SCARBOROUGH ME 04074
HALL'S IMPLEMENT	1 JOHN DEERE RD, WINDHAM ME 04062
HAMMOND TRACTOR	1110 MINOT AVE, AUBURN ME 04062
NORTH COUNTRY TRACTOR	8 SHAWS RIDGE RD, SANFORD ME 04073