

TOWN OF SCARBOROUGH



INVITATION TO BID 062017

RETURN THIS BID TO:

Attention ITB 062017, FRONT END LOADER SNOW BLOWER ATTACHMENT
PO Box 360
259 US Route One
Scarborough, ME 04070-0360

THIS IS NOT AN ORDER

DATE ITB ISSUED: 06/07/16

SNOW BLOWER ATTACHMENT FOR 624K JD, 4 WHEEL DRIVE LOADER

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 28, 2016 AT 10:30AM 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 in writing to Kim Massa, Purchasing Specialist, at (207) 730 4088 or 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 Office to receive subsequent amendments.

TOM HALL
TOWN MANAGER

INSTRUCTIONS TO BIDDERS

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the purchase of One **SNOW BLOWER ATTACHMENT FOR A 2015 624K JD, 4 WHEEL DRIVE LOADER.**

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 Schedule", 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.

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 23, 2016 to the Attention of Kim Massa, Purchasing Specialist by fax (207 730-4088) or email to kmassa@ci.scarborough.me.us. The Town is not responsible for oral interpretations given by any Town employee, representative or other.

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.

SPECIFICATIONS

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

SNOW BLOWER ATTACHMENT, FOR A 2015 624K JOHN DEERE, 4 WHEEL DRIVE LOADER.

Unit described below shall be new, and current model year. One (1) 2000 ton per hour, Detachable Self Contained Snow Blower that is the latest design by manufacturer. Ready for work upon delivery with all standard features and equipment. Unit will be delivered with JRB quick coupler attachment fixture for SPW's current loaders Ready to go to work.

		COMPLY	
		Yes	No
<u>1.0 Engine</u>			
1.1,	Diesel engine 200 hp... 2,200 rpm., turbo charged air to air cooler	___	___
1.2	Cummins Engine preferred, Tier 4 emissions compliant.	___	___
1.3	To avoid clogging by snow the Radiator will be mounted on the left side of the unit and be at least 12 inches from the side.	___	___
1.4	The oil and Fuel filters will be spin on style.	___	___
1.5	There will be an additional heated inline water fuel separator	___	___
1.6	It will have a min. 165 amp 12 volt alternator	___	___
1.7	It will have low oil and high coolant temp shut down system included	___	___
1.8	It will come with a cold start pre heater element for warming the intake air in cold weather starts.	___	___
1.9	The exhaust will have a residential muffler to quiet exhaust noise.	___	___
		COMPLY	
		Yes	No
<u>2.0 Cowling</u>			
2.1	Engine Cowling, tilt up type to gain access to the engine for repairs and service	___	___
2.2	Cowling to be made of steel or sturdy poly material	___	___
2.3	Cowling to have durable finish to match color of the blower.	___	___
		COMPLY	
		Yes	No
<u>3.0 Fuel System</u>			
3.1	Fuel tank of a sufficient capacity to ensure 8 hours of heavy use blowing snow	___	___
3.2	Fuel tank to have a large fill port to allow fast filling at fuel pumps.	___	___
		COMPLY	
		Yes	No
<u>4.0 Transmission Drive</u>			
4.1	Mechanical drive equipped with hydraulically actuated multi disc clutches, a gear box, chain case, and planetary gears lubricated in oil.	___	___
4.2	All external u-joints will have grease able fittings for maintenance	___	___
4.3	Transmission is able handle the torque of the diesel engine	___	___
4.4	Two (2) shear bolt flanges to protect the transmission drive, one (1) for the complete system, the other for the augers.	___	___
4.5	Machine will have a bevel gear box that divides power for the impeller and augers	___	___
4.6	All input and output shafts for the gear box and drop box will be splined type which drive the impeller	___	___
4.7	A driveshaft transmits power to the auger through a planetary hub reduction rear and a roller chain	___	___
4.8	The clutch will be engaged hydraulically from controls in the cab	___	___

5.0 Hydraulic System

COMPLY
Yes No

5.1	A variable displacement on demand hydraulic pump adequately sized for maximum speed for all hydraulic functions	___	___
5.2	Heavy duty electro-hydraulic valves will be used with isolated electrical connectors	___	___
5.3	All hydraulic lines will be rated 100R2	___	___
5.4	A ten (10) micron hydraulic filter will be used and will be easily serviceable	___	___
5.5	The hydraulic tank will be equipped with a breather and a sight gage that is located for ease of sight for daily inspection	___	___
5.6	A bolt on inspection cover on the top of the tank will be provided	___	___
5.7	All hydraulic hose ends will be of "JIC" type	___	___
5.8	All hydraulic lines will be secured and protected to prevent wear of chaffing	___	___

6.0 ELECTRICAL

COMPLY
Yes No

6.1	The electrical system will be 12 volt, with alternator charging, and 1000 cold cranking amps battery	___	___
6.2	A control box will be in the loader and will be wired out to the coupler connector with weather pack connectors for ease of on and off hook ups of the loader	___	___
6.3	A multi-function joystick will be in the cab for controls of the hydraulic functions	___	___
6.4	The cab controls will display RPM / tachometer readings and will monitor engine and hydraulic vitals.	___	___
6.5	The unit will have a display that will show Engine oil pressure, voltage, and temperature at a panel.	___	___
6.6	The cab controls will have a rocker style switch to set the engine rpm graduation.	___	___
6.7	The cab control will have an ignition switch for start and stop of Blower engine	___	___
6.8	There will be a switch for the hydraulic clutch engagement and dis-engagement	___	___
6.9	All electrical connections will have weather pack plugs installed and caps for storage of machine when not in use.	___	___
6.10	A Red emergency shutdown switch will be install on the unit and on the control box in the cab	___	___
6.11	LED lighting will be installed on the blower shoot and on the loader side of the cab to aluminiate to either side as desired and switched in the cab	___	___

7.0 Frames and Structures

COMPLY
Yes No

7.1	The frame and structure will be of high standard and graded steel, it will be all prepped and painted to serve in the winter elements on the coast of Maine.	___	___
7.2	The configuration of the snow blower will be made in order to maximize the visibility of the operator in front of the blower.	___	___
7.3	The cutting width will be 102 inches, working height of 52 inches.	___	___
7.4	The Discharge shoot will be hydraulically adjustable to have the ability to load into a dump truck with side boards.	___	___

		COMPLY	
		Yes	No
8.0	<u>General Specifications</u>		
8.1	The bidder is the Manufacturer or an authorized dealer of the manufacturer	___	___
8.2	The Unit will be a two (2) stage with dual augers, capable of handling all types of snow including heavy wet packed or frozen banked snow.	___	___
8.3	The scraper blade on the front will have replicable carbide inserts that bare bolted on	___	___
8.4	The blower will have carbide plow shoes for skidding across the ground to prevent premature wearing of the bucket	___	___
8.5	The blower will have replaceable side knives that are bolted on for ease of replacement and have a yield strength of 100,000 psi.	___	___
8.6	The unit will be equipped with a tilting and adjustable snow chute with a min. diameter of 13 inches.	___	___
8.7	The chute will have a 300 degree rotation for directing snow controlled from cab	___	___
8.8	The chute will have a telescoping adjustment from the cab for various heights of discharge	___	___
8.9	The chute may be lined with UHMW (ultra high molecular plastic) plastic for smooth no clog functioning	___	___
8.10	Chute rotation will be hydraulic motor with a chain, rather than any type of rack and pinion	___	___
8.11	The impeller will have replaceable blades for ease wear or damage parts	___	___
8.12	The auger will have saw tooth replaceable sections for ice and packed snow cutting	___	___
8.13	A rubber deflector will be bolted to top of blower intake area above augers to prevent ice from coming back on machine	___	___
8.14	A second control box and wiring for a second loader set up will be delivered loose.	___	___
8.15	10 spare shear pins of each size will come with machine	___	___
8.16	A set of tools for changing shear pins will be delivered with machine	___	___

		COMPLY	
		Yes	No
9.0	<u>Warranty and training</u>		
9.1	1 year warranty on parts and labor will be supplied, to begin when machine goes in service	___	___
9.2	Successful bidder will come to our facility for a 2 hour training of operation and mechanical repair.	___	___
9.3	1 complete set of filters will be delivered with machine for 1 st service.	___	___

BID FORM

THIS PAGE MUST BE INCLUDED

TOTAL COST FOR SNOW BLOWER ATTACHMENT AS SPECIFIED OR ALTERNATE AS PROPOSED BY VENDOR.

\$ _____

MAKE _____

MODEL _____

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 Mailing List**

HP Fairfield	9 Green St., Skowhegan ME 04976
Viking	2085 Lisbon Rd., Lewiston ME 04240
Messer	170 Warren Ave., Westbrook ME 04092