

INVITATION TO BID NUMBER 0032007

RETURN THIS BID TO:

**Attention ITB #0032007/BRUSH CHIPPER
PO Box 360
259 US Route One
Scarborough, ME 04070-0360**



THIS IS NOT AN ORDER

DATE ITB ISSUED: 8/4/06

ITB TITLE: BRUSH CHIPPER

SEALED BIDS MUST BE SUBMITTED TO THE PURCHASING AGENT AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING AGENT or HIS DESIGNEE PRIOR TO THE BID OPENING ON AUGUST 14th, 2006 AT 11:00AM AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

OPENING LOCATION: Town of Scarborough, Town Hall, located at 259 US Route One Scarborough, ME 04070-0360 in the Town Manager's Conference Room, Main Level.

F.O.B. POINT: FINAL DESTINATION

ALL QUESTIONS REGARDING THIS ITB SHOULD BE DIRECTED TO KEITH MATHERNE, PURCHASING AGENT, at (207) 730 4089 or kmatherne@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.

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the purchase of a Brush Chipper for the Department of Public Works.

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 as the apparent low responsive bidders are instructed 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 and the delivery and acceptance of the goods or services to the location(s) specified in the agreement.

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

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 engage 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 e, 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 attorneys 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: Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide.

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.

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.

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.

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 contractor must obtain the written approval from the Purchasing agent prior to making any alterations to the specifications contained in this ITB. The Town will not pay for alterations that are not approved in advance and in writing by the contracting officer.

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 TIME: The elapsed time between the time the Town places an order and the time that order is actually shipped from the contractor's place of business must be entered in space provided under "BID SCHEDULE". This processing time is to remain constant throughout the life of the contract(s).

DELIVERY CONFIRMATION: Bidders must obtain a confirmation from the manufacturer that the items offered are scheduled for production in sufficient time to meet the scheduled delivery dates. A copy of the manufacturer's confirmation may be included with the bid or submitted within 10 days of the Town's request.

BID GUARANTEE: Bids must be accompanied by a bid guarantee in the form of a Certified or Cashier's check in the amount of 10% of the total bid price made payable to the Town of Scarborough. The bid guarantee of each successful bidder will be retained until that bidder has furnished a satisfactory Performance Bond or Individual Surety (IF APPLICABLE) or Finished Product. If the successful bidder fails to deliver the required Performance Bond or Individual Surety or Finished Product within the time required, the bid guarantee will be forfeited to the Town of Scarborough. The bid guarantee of each unsuccessful bidder will be returned as soon as practical after award has been made.

Bidders must submit their bid guarantee with their bid in order to be considered responsive.

F.O.B. POINT: The F.O.B. point for all items purchased under this contract 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.

The cost of shipping and delivery is to be included in the bid price.

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. See specification for additional information.

REQUIRED MANUALS AND HARDWARE: The items purchased are to be shipped complete with the instructions and hardware required for installation and/or operation. An operator's manual, maintenance manual, and a maintenance schedule must be included with each item when it is delivered. The cost of the installation hardware and the manuals is to be included in the bid price of the equipment. See specification for additional information.

INVOICES: Invoices must be sent directly to the Town address shown on the individual Purchase Order, Contract Award or Delivery Order. The Town will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the Town.

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 or warranty. 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.

WARRANTY: PLEASE SEE SPECIFICATION FOR FURTHER WARRANTY INFORMATION. As an **OPTION**, above and beyond the manufacturer's warranty, the bidder for one full year, successful bidder shall supply complete maintenance and preventive maintenance with trained factory technicians at a repair facility or our work site and the cost for such an option shall be provided above and beyond the total price of the unit.

SERVICE AVAILABILITY: There shall be, within the State of Maine and within thirty (30) miles of the Town of Scarborough, an authorized factory dealership with factory trained service technicians.

PARTS: Only parts designed for the purpose they are being used, and warranted as new, may be used in the repair of Town equipment. The successful bidder shall provide a 5 year wear item parts list with costs for budgeting purposes.

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 specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidder. 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 criteria. The bid which meets these criteria best will be the lowest, most responsive, responsible bid.

1. Vendor Qualifications
2. Warranty
3. Price
4. Delivery Time
5. Past Performance
6. Completeness of Bid

EXCEPTIONS: Any and all exceptions to the above specifications and the specifications listed below should be noted by the bidder so they may be evaluated as such. Exceptions to the Town's requirements do not constitute rejection.

SPECIFICATIONS

The unit shall be a current model, new and unused, under standard production by the manufacturer and has been available for sale to the general public for a period of not less than five years, and of which parts are stocked at one or more locations in Maine. All parts utilized on the unit shall be new and unused.

The bidder agrees to guarantee the design, material and workmanship of the unit bid according to the standard factory warranty, or for one year from date of acceptance, whichever is greater. A copy of the warranty shall accompany the bid. Warranty coverage shall include costs of transporting the unit to and from dealer's shop, Extended warranty information to be provided with the bid.

Complete specifications and literature as nationally advertised on the unit bid shall accompany the bid. Any exceptions to these specifications shall be indicated on the bid or on a separate attachment to the bid, labeled as such.

Any "or equal" or "equivalent" items for brand specified components shall be listed with the bid package. Complete description and literature on the "or equal" components shall be supplied for consideration by the Town. The burden of proof regarding "or equal" items will be upon the vendor.

PRE-DELIVERY SERVICE: The unit shall be delivered complete and fully operational. It shall be properly serviced, free of leaks, and all mechanical adjustments made prior to delivery.

PRINTED MANUALS: One operator's manual shall be supplied with each unit. One additional set consisting of a shop manual, parts manual and operator's manual shall be furnished to each delivery point. The manuals shall fully and clearly cover all components of the unit, including motors, drive systems, and attachments. Shop manual shall explain, in detail, procedures for overhauling the engine. In addition to paper shop manuals, a CD(s) covering all the above should be provided if available.

TECHNICAL SERVICE: The service of a competent technician, thoroughly trained in the use, operation, and servicing of the unit, shall be furnished for a minimum of four working hours for each delivery point. The technician shall instruct personnel in the proper use, safety, operation and preventive maintenance of the unit and to test the unit for satisfactory performance. This instruction shall be performed on a date to be agreed upon by the Town.

BRUSH CHIPPER

SHOW MFG. & MODEL OFFERED: _____

<u>MFG. CODE</u>	<u>EXCEPTIONS TO SPECIFICATION</u>	<u>SPECIFICATIONS</u>
<p>PAINT:</p> <p>_____</p>	<p>_____</p>	<p>All painted surfaces to be properly prepared, primed and painted. Factory paint and paint color will be acceptable.</p>
<p>CHIPPER:</p> <p>_____</p>	<p>_____</p>	<p>The chipper shall be capable of accepting 12" diameter stock.</p>
<p>_____</p>	<p>_____</p>	<p>All chipping knives must be replaceable and easily accessed. An extra set of chipping knives along with new nuts, bolts and washers and any special tools needed to attach the chipping knives shall be provided with the unit.</p>
<p>_____</p>	<p>_____</p>	<p>The unit shall incorporate a revolving chipper with a minimum of 4 knives for a disc-type or 2 knives for a drum-type.</p>
<p>_____</p>	<p>_____</p>	<p>A cost additive option price shall be submitted for a unit with a hydraulic lift for the top feed wheel with power up and down to assist in feeding and crushing material.</p>
<p>_____</p>	<p>_____</p>	<p>The unit shall mechanically feed stock into the chipper at a maximum controlled rate of no less than 120 feet per minute.</p>
<p>_____</p>	<p>_____</p>	<p>A cost additive option price shall be submitted for a unit with automatically controlled feed rollers. The system shall sense a drop in engine rpm's and stop the feed rollers until the engine recovers. Feeding shall resume automatically.</p>
<p>_____</p>	<p>_____</p>	<p>There must be a control located near the feed-in area to enable the operator to quickly reverse the flow of the wood.</p>

<u>MFG. CODE</u>	<u>EXCEPTIONS TO SPECIFICATION</u>	<u>SPECIFICATIONS</u>
CHIPPER (cont):		
_____	_____	The unit shall have anti-wrap sleeves for the feed rollers to keep debris from wrapping around shafts and into bearings.
_____	_____	The discharge chute shall be equipped with a blower or pre-approved functional equivalent to prevent clogging.
_____	_____	The discharge angle shall be adjustable to 270 degrees without the use of any tools. No bolts should require loosening before adjusting discharge angle.
_____	_____	All danger areas of the unit must be effectively marked.
_____	_____	The unit must meet all current ANSI and OSHA standards for brush chippers.
ENGINE:		
_____	_____	The unit shall be powered by a diesel engine with a minimum of 110 horsepower.
_____	_____	The fuel capacity shall be such that the unit will operate continuously for a minimum of 10 hours without refueling.
_____	_____	A 5 year extended warranty covering all engine parts shall be provided in addition to the one year full coverage warranty.
_____	_____	The engine shall be equipped with a 12 volt electric start and charging system along with a heavy-duty battery. The alternator shall have a minimum output of 75 amps.
_____	_____	All standard engine accessories shall be provided, including an engine hour meter and tachometer.

<u>MFG. CODE</u>	<u>EXCEPTIONS TO SPECIFICATION</u>	<u>SPECIFICATIONS</u>
TRAILER:		
_____	_____	Trailer shall have a 6,000 lb. capacity single axle with suspension and 8 ply load range "D" tires, minimum.
_____	_____	Drawbar eye shall have a 2 3/8" to 3" inner diameter with a material cross section of 1 1/4" to 1 5/8" diameter.
_____	_____	Tow bar eye height is to be adjustable from approximately 18" to 30" above ground with the trailer in a level towing position.
_____	_____	The trailer tongue shall be a minimum of 60" long from the center of the pintle eye to the chipper housing.
_____	_____	A screw type front jack stand shall be incorporated in the frame design.
_____	_____	Lighting and safety chains with hooks are to be provided per Federal D.O.T. specifications.

