

**INVITATION FOR BIDS  
TOWN OF JAFFREY, NEW HAMPSHIRE**

Sealed bids are hereby invited for the following goods and services for the Department of Public Works:

- Furnishing of labor, equipment and materials necessary for the replacement of the roof at the Jaffrey Transfer Station, located at 110 Old Sharon Road, and
- **Furnish and Install a Loader Scale for the Highway Department**

SEALED BID PROPOSALS will be accepted at the office of the Department of Public Works, 23 Knight Street, Jaffrey, NH 03452, until 2:00 PM, local time, on September 15, 2016 at which time the bids received will be opened and read aloud.

Description:

Transfer Station - Removal of existing metal roofing (approximately 4,210 SF) and replace including appurtenances.

**Loader Scale – Furnish, install and calibrate an onboard wheel loader scale for the weighing of various materials at the Highway Garage,**

Contract Documents may be examined at the following location:

Town of Jaffrey  
Public Works Department  
23 Knight Street  
Jaffrey, NH 03452  
Hours: M-F (8am-4:30pm)  
603-532-6521

Contract documents may also be obtained at the above address. There is no fee for the package. Contract documents may be emailed. Requests to email packages may be sent to [publicworks@townofjaffrey.com](mailto:publicworks@townofjaffrey.com) Packages will be mailed to interested parties, upon receipt of a non-refundable mailing/processing fee of \$10.00. The contract documents (unofficial) may also be viewed on the town of Jaffrey website – [www.townofjaffrey.com](http://www.townofjaffrey.com) under “Public Works”.

Facsimile bids will not be accepted.

The town reserves the right to reject any or all bids, to waive any irregularities or informalities.

Town of Jaffrey, New Hampshire

David Caron, Town Manager

**TOWN OF JAFFREY, NEW HAMPSHIRE**

**SUBMIT BID TO:**

Town of Jaffrey  
Department of Public Works  
23 Knight Street  
Jaffrey, NH 03452

Facsimile bids are not acceptable.

**BIDDER ACKNOWLEDGEMENT**

**- GENERAL CONDITIONS -**

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE TOWN OF JAFFREY. THE TOWN OF JAFFREY MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

**NOTICE TO BIDDERS:** SEALED BIDS WILL BE RECEIVED ON THE DATE, AND AT THE PLACE, AND FOR THE ITEMS LISTED ON THE ATTACHED TOWN BID FORMS. THESE BIDS WILL BE PUBLICLY OPENED AT TOWN HALL OR OTHER DESIGNATED AREA, IN THE PRESENCE OF BIDDERS AND TOWN OFFICIALS. ALL BIDDERS AND THE PUBLIC ARE INVITED AND ENCOURAGED TO ATTEND THE BID OPENING. AFTER TABULATION AND REVIEW, AND WHEN REQUIRED, BIDS WILL BE PRESENTED TO THE TOWN MANAGER FOR AWARD OF BID. ALL AWARDS OF BIDS ARE SUBJECT TO APPROPRIATION.

**PURPOSE OF BID:** THE TOWN OF JAFFREY INTENDS TO SECURE A SOURCE OF SUPPLY FOR ITEM (S) OR SERVICE (S) AT THE LOWEST PRICE; EARLY AND SATISFACTORY MANUFACTURE; AND PROMPT AND CONVENIENT SERVICE AND SHIPMENT BY THE SUPPLIER TO THE TOWN. ANY FAILURE ON THE PART OF THE SUPPLIER TO COMPLY WITH THE ENSUING CONDITIONS AND SPECIFICATIONS SHALL BE REASON FOR TERMINATION OF CONTRACT. THE TOWN RESERVES THE RIGHT TO MAKE AN AWARD TO THE SUPPLIER WHERE THE PRODUCT MEETS THE SPECIFICATIONS, TERMS AND CONDITIONS AND WHERE THE BID IS CONSIDERED TO BEST SERVE THE TOWN'S INTERESTS.

**BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID**

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

**BID TITLE:** Loader Scale

**BID NO.:** 2016-3

BIDS WILL BE OPENED **2:00 P.M.** (Local Time), **Thursday, September 15, 2016** and may not be withdrawn during the 30 calendar days following such date and time.

\_\_\_\_\_  
David Caron, Town Manager  
603-532-7880

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\_\_\_\_\_  
CORRECT LEGAL NAME OF BIDDER

\_\_\_\_\_  
(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

\_\_\_\_\_  
TITLE

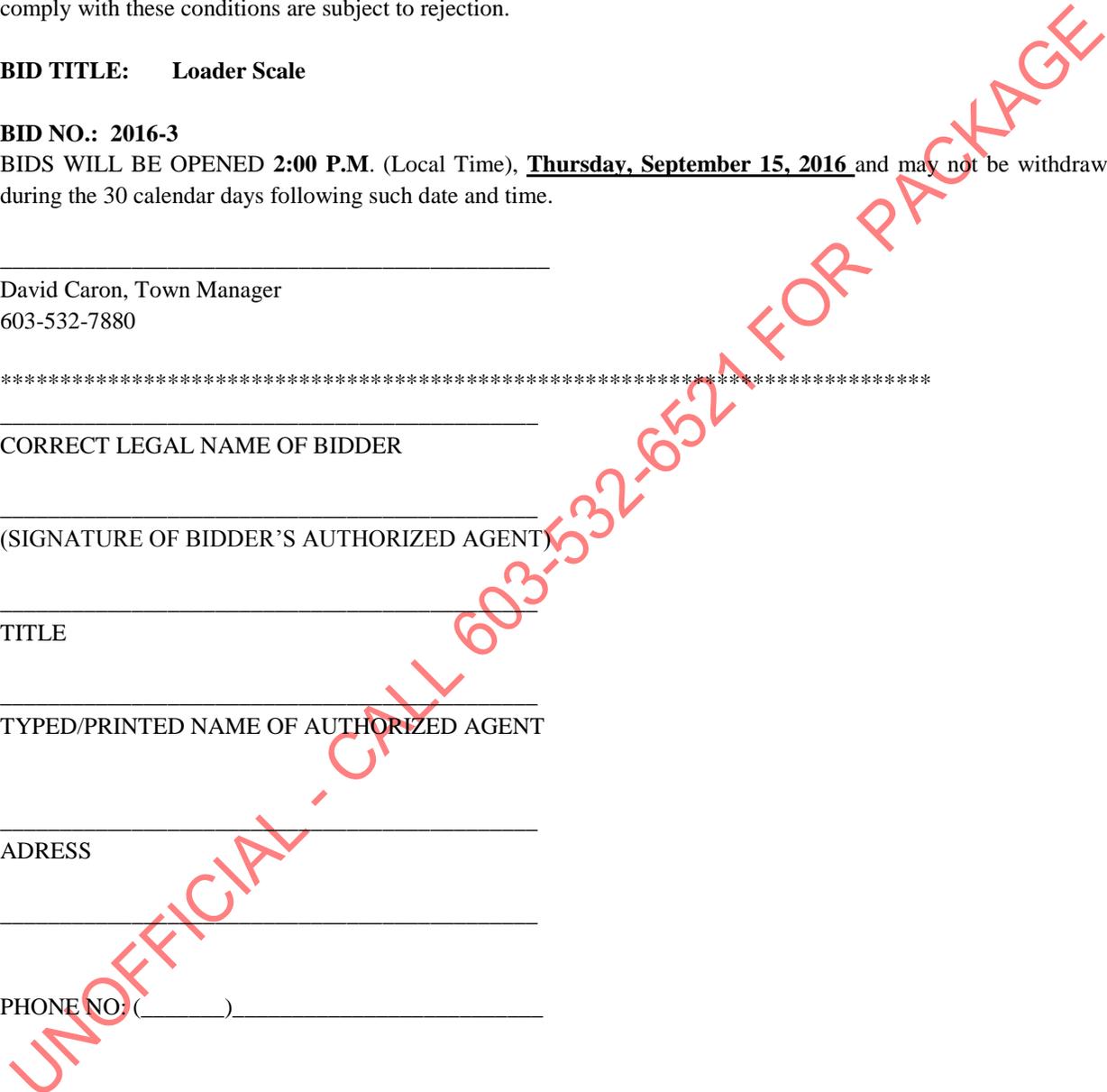
\_\_\_\_\_  
TYPED/PRINTED NAME OF AUTHORIZED AGENT

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE NO: (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER

I certify that this Bid acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, all pages inclusive of the Invitation to Bid as well as any special instructions if applicable.



## **INSTRUCTIONS TO BIDDERS:**

### **1. DEFINED TERMS.**

Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to the TOWN, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Bid" generally means the offer to provide work and labor or supply of materials or goods at a specified price to the Town. The term "Successful Bidder" means the most responsible and responsive Bidder to whom TOWN (on the basis of TOWN'S evaluation as hereinafter provided) makes an award. The term "TOWN" refers to the TOWN of JAFFREY. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Additional Instruction to Bidders, Bid Proposal, Reference Information, Certified Resolution, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Indemnity Agreement, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

### **2. COPIES OF BIDDING DOCUMENTS**

Complete sets of Bid Documents must be used in preparing Bids. The TOWN does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. The TOWN, in making copies of Bid Documents available, does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

### **3. QUALIFICATIONS OF BIDDERS**

No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the TOWN, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the TOWN, or who is deemed irresponsible or unreliable by the TOWN.

As part of the Bid evaluation process, the TOWN may conduct a background investigation. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to such investigation. The TOWN shall be the sole judge in determining Bidder's qualifications.

### **4. EXAMINATION OF BID DOCUMENTS**

Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the Bid Documents, and (d) notify the Town Manager or designated individual of all conflicts, errors and discrepancies in the Bid Documents.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception, the Bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

### **5. SPECIFICATIONS**

The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If Bids are based on equivalent products, Bidder shall indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his Bid, complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the TOWN. If Bidder fails to name a substitute, it will be assumed that the Bidder is bidding on and will be required to furnish commodities identical to Bid standards.

The TOWN also reserves the right to waive minor variations to specifications contained in the Invitation to Bid. This interpretation of minor variations shall be made by applicable the TOWN personnel.

6. INTERPRETATIONS AND ADDENDA

To ensure fair consideration for all Bidders, the TOWN prohibits communication to or with any department, officer or employee during the submission process except as provided below or as specified in the additional information to bidders.

If the Bidder should be in doubt as to the meaning of any of the Bid Documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, the Bidder shall submit a written request directed to the Town Manager to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Town in response to such questions will be issued in the form of written addenda, mailed to all parties recorded by the Town Manager as having received the Bid documents. The issuance of a written addendum by the Town Manager shall be the only official method whereby such an interpretation or clarification will be made.

7. PRICES BID

Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.

Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In the event of any discrepancy between written prices quoted in the proposal and any prices quoted in figures, the written proposal shall control.

All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie Bids. Discounts extended to the TOWN shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.

Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.

Bidder warrants by virtue of bidding that prices, terms and conditions in the Bid will be firm for acceptance for a period of thirty (30) calendar days from the date of Bid opening unless otherwise stated by the TOWN.

The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designed location within the TOWN.

8. OCCUPATIONAL HEALTH & SAFETY (Not Applicable)

9. SUBMISSION OF BIDS

Bids shall be submitted at or before the time and at the place indicated in the Invitation to Bid and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior "**BID FOR LOADER SCALE**" and shall state the name and address of the Bidder and shall be accompanied by any other required documents. No responsibility will attach to the TOWN for the premature opening of a Bid not properly addressed and identified.

Bids must be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the Bid Form must be completed. Names must be typed or printed below the signature. Facsimile Bids will not be accepted.

All Bidders should be aware that the Invitation to Bid and the responses thereto are in the public domain. However, the Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Bids received from Bidders in response to the Invitation to Bid will become the property of the TOWN and will not be returned to the Bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the TOWN.

The submitted Bid shall constitute a firm offer on the part of the Bidder to furnish the commodities and/or services requested.

**Faxed or emailed bids are NOT acceptable**

10. BID FORMS

The Bid Form is included with the Bid Documents and must be used by the Bidder. Failure to do so may cause the Bid to be rejected. The forms must be submitted in good order and all blanks must be completed.

The Bid must be signed by one duly authorized to do so and in cases where the Bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Bid.

Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11. MODIFICATION AND WITHDRAWAL OF BIDS

Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.

12. REJECTION OF BIDS

To the extent permitted by applicable state and federal laws and regulations, the TOWN reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The TOWN reserves the right to reject the Bid of any Bidder if the TOWN believes that it would not be in the best interest of the TOWN to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the TOWN.

More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

The foregoing reasons for rejection of Bids are not intended to be exhaustive.

13. OPENING OF BIDS

Bids will be opened publicly on the date and at the location and time specified in the Invitation to Bid. Bids will be read aloud and an abstract of the amount of the base Bids will be made available after the opening of the Bid.

14. BIDS TO REMAIN OPEN

All bids shall remain open for Thirty (30) calendar days after the day of the Bid opening, but the TOWN may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

Extensions of time when Bids shall remain open beyond the thirty (30) day period may be made only by mutual written agreement between the TOWN, the successful Bidder and the surety, if any, for the successful Bidder.

15. AWARD OF CONTRACT

If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base Bid whose evaluation by the TOWN indicates to the TOWN that the award will be in the best interests of the TOWN and not necessarily to the lowest Bidder.

Criteria utilized by the TOWN for determining the most responsible and responsive Bidder includes, but is not limited to the following:

Ability of the Bidder to meet published specifications.

The Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of the Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to the Bidder.

The Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.

Whether the Bidder can perform the Contract promptly or within the time specified without delay or interference.

Previous and existing compliance by the Bidder with laws, ordinances and regulations relating to the commodities or services.

Price.

16. CONTRACT DOCUMENTS

Any contract resulting from this solicitation shall include the following which are incorporated herein: (a) Invitation to Bid; (b) Instructions to Bidders; (c) Additional Instructions to Bidders; (d) Applicable Contract attached hereto; and (e) Indemnification Agreement.

17. OPEN-END CONTRACT (Not Applicable)

18. SAMPLES AND DEMONSTRATIONS (Not Applicable)

19. INSURANCE (Not Applicable)

20. TAXES

The successful Bidder shall pay all applicable sales, consumer use and other similar taxes required by law.

21. AUDIT RIGHTS (Not Applicable)

22. CONFLICT OF INTEREST

Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the TOWN or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the TOWN who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

23. NON-COLLUSIVE AFFIDAVIT

Each Bidder shall complete the Non-Collusive Affidavit and include it with the Bid Form and shall submit this Form with the Bid. Failure of the Bidder to submit this document may be cause for rejection of the Bid.

24. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

The following is a summary of documents, copies of which may be included in the Bid documents, which are to be completed and submitted by Bidders:

Bidder Acknowledgement

Bid Proposal

Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder.

Non-Collusion Affidavit

UNOFFICIAL - CALL 603-532-6521 FOR PACKAGE

**ADDITIONAL INSTRUCTIONS TO BIDDERS**

**BID NO. 2016-3**

**BID: Loader Scale**

1. QUALIFICATIONS OF BIDDERS

The TOWN reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award of Agreement.

The TOWN reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination. Bidder shall submit with Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify the TOWN immediately of notice of any citation or violation which the Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to Bidder.

2. SAFETY (Not Applicable)

3. WARRANTIES

Warranty of Title: The Successful Bidder warrants to the TOWN that all goods and materials furnished under the Contract will be new unless otherwise specified and that the Successful Bidder possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

Warranty of Specifications: The Successful Bidder warrants that all goods, materials and workmanship furnished, whether furnished by the Successful Bidder or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

Warranty of Merchantability: The Successful Bidder warrants that the goods to be supplied pursuant to the Contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship. All materials shall be new unless otherwise specified.

Warranty of Material and Workmanship: The Successful Bidder warrants all material and workmanship from date of completion and acceptance by the TOWN. If after acceptance by the TOWN, any of the work is found to be defective or not in accordance with the Contract, the Successful Bidder shall after receipt of a written notice from the TOWN to do so, promptly correct the work unless the TOWN has previously given the Successful Bidder a written acceptance of such condition.

The Successful Bidder warrants to the TOWN that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

The Successful Bidder warrants to the TOWN that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

The Successful Bidder warrants to the TOWN that the consummation of the work provided for in the Contract will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Bidder is a party.

The Successful Bidder warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the Contract.

All warranties made by the Successful Bidder together with service warranties and guarantees shall run to the TOWN and the successors and assigns of the TOWN.

4. RISK OF LOSS

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Bidder until the delivery of goods, inspection and acceptance of the goods by the TOWN. Title to the goods shall pass to the TOWN upon delivery and acceptance by the TOWN.

5. PERMITS, FEES AND NOTICES (Not Applicable)

6. CLEANING UP (Not Applicable)

7. DEFAULT

In the event the Successful Bidder shall default in any of the terms, obligations, restrictions or conditions in the Contract, the TOWN shall give the Successful Bidder written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the Successful Bidder has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Successful Bidder shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

8. COMPENSATION TO BE PAID SUCCESSFUL BIDDER

When the Successful Bidder completes the performance of the Contract to the satisfaction of the Department of Public Works in its sole discretion, the TOWN shall pay and the Successful Bidder shall accept as full consideration for the performance of the Successful Bidder's obligations, the amount set forth in the attached proposal, which shall be integrated in the price for any bid and/or contracted for, unless otherwise noted or specified, shall include full compensation for all materials, equipment, tools, labor and incidental work necessary to complete the work. The price shall include, without exception, all royalties and costs arising from patents, trademarks, or copyrights, which are in any way in the work.

9. TERMINATION FOR CONVENIENCE OF THE TOWN

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the Successful Bidder, the TOWN may without cause and without prejudice to any other right or remedy, terminate the Contract for the TOWN's convenience whenever the TOWN determines that such termination is in the best interest of the TOWN. Where the Contract is terminated for the convenience of the TOWN the notice of termination to the Successful Bidder must state that the contract is being terminated for the convenience of the TOWN under the termination clause and the extent of

termination. Upon receipt of the notice of termination for convenience, the Successful Bidder shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of the work.

If, after the notice of termination, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of the Town. In such event, adjustment shall be made as provided. Any termination or suspension of the Contract shall not impair the Town's right to recover damages occasioned by the fault of the Contractor. Any suspension shall not limit the right of the Town to terminate

10. TERMINATION – FORCE MAJEURE

Neither party shall be liable to the other and deemed to be in breach under the Contract for any failure to perform, including with limitation, a delay in rendering performance due to causes beyond its reasonable control such as an order, injunction, judgment, Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

11. TERMINATION – PERFORMANCE DATES

It is agreed, however, that since the performance dates of the Contract are important, continued failure to perform for periods aggregating sixty (60) days or more, even for causes beyond the control of the contractor, shall be deemed to render performance impossible and the Town shall thereafter have the right to terminate the Contract in accordance with the provisions of the above.

12. TERMINATION – INCOMPLETE PERFORMANCE

In the event of termination, all finished work and documentation, complete and incomplete, shall be delivered to the Town. The contractor shall be entitled to receive payment for any work performed and accepted under the Contract which was completed prior to the date of termination. In the event of termination prior to the completion of the work, the contractor shall have no right to payment for lost profits or other consequential damages.

13. TERMINATION – INADEQUATE FUNDS

In the event that all or a portion of the project is postponed or terminated due to inadequate federal, state, or local funds, the provisions set forth in the above paragraph (Termination for Convenience) shall apply.

14. ASSIGNMENT

The Successful Bidder shall not assign or transfer its rights, title or interests in the Contract nor shall Successful Bidder delegate any of the duties or obligations undertaken by Successful Bidder without the TOWN'S prior written approval.

15. APPLICABLE LAWS, ORDINANCE, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that the Successful Bidder must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith.

16. BID SECURITY (Not Applicable)

17. PAYMENT AND PERFORMANCE BONDS (Not Applicable)

18. INDEMNIFICATION

GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Bidder shall indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the operations of the Successful Bidder or his Subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the contract.

PATENT AND COPYRIGHT INDEMNIFICATION: The Successful Bidder agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

The Successful Bidder shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

The TOWN reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Bidder under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive the TOWN'S rights and immunities under the common law or New Hampshire laws as amended from time to time.

19. AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the Bid whose evaluation by the TOWN indicates to the TOWN that the award will be in the best interests of the TOWN, and not necessarily to the lowest Bidder.

A town issued Purchase Order, signed by the Town Manager, will be issued to the Bidder whose bid is accepted. This Purchase Order shall serve as the Town's commitment to purchase the vehicle/equipment proposed.

20. TIME FOR BEGINNING & COMPLETING OF THE WORK

Upon receipt of the Town's Purchase Order, the bidder shall as soon as practical coordinate installation of equipment with the Town.

21. ENTIRE AGREEMENT

This Contract contains the entire understanding of the parties and supersedes all previous verbal and written agreements; there are no other agreements, representations or warranties not set forth herein. In the event any portion of this Contract shall be declared by any court of competent jurisdiction to be invalid or unenforceable, then the parties agree that such invalid or unenforceable portion shall be severable and the Contract shall be treated as though that portion had never been part of this Contract.

22. ATTORNEY'S FEES

In the event it becomes necessary for the TOWN to seek legal means to enforce the terms of this agreement, the contractor will be liable for all reasonable litigation fees and costs incurred by the TOWN in the prosecution or defense of such action, or in any post-judgment or collection proceedings. This shall include any bankruptcy proceedings filed by or against the Successful Bidder.

23. EMPLOYEES TO BE COMPETENT

The contractor shall employ only competent people to this work and whenever the Town shall notify the contractor that

anyone on the work is incompetent, unfaithful, disorderly or otherwise unsatisfactory, such employee shall be discharged from work on this Contract and shall not again be employed on it, except with the consent of the Town.

24. DELAY OR HINDRANCE (Not Applicable)

UNOFFICIAL - CALL 603-532-6521 FOR PACKAGE

## INFORMATION TO BIDDERS

The Town of Jaffrey, Department of Public Works seeks bids to Furnish and Install an onboard Wheel Loader Scale for the weighing of various materials at the Jaffrey Highway Garage, 23 Knight Street, Jaffrey, NH 03452. The Town seeks an onboard weighing system to provide reliable, objective, and accurate inventory management of products utilized in the day-to-day operations of a highway department. The equipment to include the following:

- Easy to use, intuitive operator control
- High resolution color display; night/day automatic display brightness
- Measurement error -  $\pm 1\%$
- Simultaneous Multi vehicle/Multi product tracking
- Capable of adapting to multiple attachments – bucket, forks, etc
- Dynamic speed compensated weighing
- Active tip off
- Auto add
- Auto power on with machine operation
- Auto power down at machine shut off
- Split weighing
- Data communication through USB flash drive. Time stamped and dated information. In easily transferable format to MS Excel.
- Wi-Fi communication link (optional)
- Multi-operator log in
- Standard printer port (for future printer is desired)
- Software updates via USB
- To be installed on 2004 Caterpillar 928 Loader

The selected vendor or representative to do a complete installation of the selected product including calibration.

Minimum warranty – one (1) year from date of installation

Questions regarding these specifications should be directed to: David Kemp (603-532-6521) ([dkemp@townofjaffrey.com](mailto:dkemp@townofjaffrey.com)) prior to bid submission and at least **five (5) business days prior** to bid opening.

Bids must be submitted in a sealed envelope plainly marked for the corresponding bid.

**Faxed or E-mailed Bids are unacceptable.**

Bids may be mailed, delivered or hand carried to: The Jaffrey Public Works Department, 23 Knight St. Jaffrey, N.H. 03452. **All bids must be received and in hand by 2:00 PM local time Thursday, September 15, 2016**, at which time all bids will be publicly opened and read aloud.

The Town of Jaffrey reserves the right to reject any and all bids, or any portion of any bid and to accept the bid or bids deemed to be in the best interest of the town.

**The Town reserves the right to purchase any, all or none of the equipment included in this procurement, in the best interest of the town.**

### STIPULATIONS:

1. All bids must be guaranteed to remain in effect for at **least thirty (30) days** after bid opening.
2. All bids must be submitted on the bid sheets provided by the Town, along with any supporting documentation that is felt necessary by the Bidder or as required by the specifications.
3. Any deviation from the exact bid specification must be appropriately marked on the bid sheet. Any and all proposed deviations must be numbered, listed and explained on a separate sheet of paper supplied by the Bidder. Each sheet shall include the Bidders name date and item being bid.

4. The Town will notify the Vendor of any detected defects or deficiencies and give the Vendor ten (10) calendar days to correct any such problem. After that time, The Town, at its option, reserves the right to correct any deficiencies in workmanship, omission of materials, or derivation from the bid specifications, and to back charge the appropriate Vendor for those corrections.
5. Conditional bids are not acceptable.
6. All purchased equipment will be F.O.B. 23 Knight St. Jaffrey N.H.
7. The scale to be installed by vendor or authorized representative.
8. Submission of a Bid constitutes an agreement to the preceding stipulations.
9. Installer shall provide, upon request of the town, certification of workmen's comp insurance coverage.

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## BIDDING REQUIREMENTS AND INFORMATION

### General

It is the intent of the Town of Jaffrey to purchase:

- One Loader scale – furnished and installed

All models or accessories furnished with the bid shall not be inferior to those described in the manufacturer's published literature.

All equipment submitted must meet the minimum specifications outlined in these specifications unless exception is so noted and a separate exception sheet that clearly identifies those item or items not meeting the specifications.

**Failure to identify the exceptions and delineate on a separate sheet and enclose with the bid may be grounds for disqualification of the bid.**

All equipment must meet all State and Federal laws and requirements.

The award of the bid will be based on the following criteria in no particular order: Net Cost, performance, features, past dealings with vendor, vendor reputation, warranty, service, parts availability, and any other criteria deemed in the best interest of the Town of Jaffrey.

1. All new equipment bid on must be 2016 or newer units (unless specified otherwise) and be of the latest standard model currently being manufactured and which have been regularly advertised.
2. It is not the intent of these specifications to specify the particular make of unit or assemblies, although names may be used for reference.
3. Completed bids to be submitted by a person authorized to represent the bidder. Sealed competitive bids will be received at the Public Works Facility, 23 Knight Street, Jaffrey, New Hampshire 03452 on or before **Thursday, September 15, 2016; 2:00 PM; local time** at which time they will be publicly opened and read aloud. Faxed or emailed bids will not be accepted. Bids received after that time will not be opened and will be returned to bidder.

**Note: All envelopes shall be clearly marked "Loader Scale".**

4. The complete units, including all accessories and extras, together with manuals (CD is acceptable), to be delivered to the Highway Garage, 23 Knight Street, Jaffrey, New Hampshire.
5. All proposals must be submitted on the attached bid sheets and each bidder is required to submit with their bid, complete manufacturer's specifications on the unit to be furnished.
6. Bids offered which do not meet the minimum requirements and specifications may not be considered. All bidders must include an exemption sheet that clearly lists any item or items not meeting the enclosed minimum specifications. Not including this exemption sheet may disqualify the bid.
7. The Town of Jaffrey, New Hampshire reserves the right to reject any and all bids or to accept the bid deemed to be in the best interest of the Town of Jaffrey.

**TOWN OF JAFFREY, NEW HAMPSHIRE  
FURNISH & INSTALL ONE (1) LOADER SCALE  
as specified**

**BID SHEET**

Make of Unit Bid: \_\_\_\_\_

Model of Unit Bid: \_\_\_\_\_

Price of Unit

1. Furnish & Install scale, including calibration, as Specified with the exception of Wi-Fi Communication Link

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

Optional

2. Additional cost to furnish & install Wi-Fi communication Link to connect to existing town department Wi-Fi.

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

Estimated Delivery & Installation after receipt of Purchase Order: \_\_\_\_\_

Warranty (specify- min 1 year): \_\_\_\_\_

Software updates: Specify anticipated frequency and associated cost/update: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Representative Name

\_\_\_\_\_  
email address

\_\_\_\_\_  
Company Representative Signature

\_\_\_\_\_  
Company Address (street, City, State)

\_\_\_\_\_  
Phone & fax

\_\_\_\_\_  
Date

**References**

The undersigned offers the following information as evidence of his/her qualifications to perform the work as bid upon according to all requirements of the specifications:

- 1. Have been in business under present

Name: \_\_\_\_\_

for \_\_\_\_\_ years.

- 2. Ever failed to complete any work awarded? \_\_\_\_\_

If so, explain using additional sheet of plain 8 1/2" x 11" paper as necessary.

- 3. List recent installations, preferably with municipalities, with names of towns/cities/owners on which you served as contractor or provided service or materials of the same nature as we are requesting:

| <b>Type System,<br/>Project/Job</b> | <b>Town/Owner/Location</b> | <b>Contact<br/>Person</b> | <b>Tel.<br/>No.</b> |
|-------------------------------------|----------------------------|---------------------------|---------------------|
|-------------------------------------|----------------------------|---------------------------|---------------------|

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

Upon written request from the Public Works Director, the bidder may be required to produce other information to support its qualifications and to make sure it is financially qualified to carry out the contract.

UNOFFICIAL - CALL 603-592-6571 FOR PACKAGE

## Authority of Bid Signatory

The bidder shall indicate which of the following is the source of the bid signatory's authority to sign the bid on behalf of the bidder. The bidder shall follow the instructions noted.

- \_\_\_\_\_ The party bidding is a sole partnership. Below the signature affixed on the Proposal Sheet, a sole proprietorship's owner shall write "sole owner" or "doing business as (name of bidder)".
- \_\_\_\_\_ The party bidding is a partnership and the party signing is one of the partners. Below the signature affixed on the Proposal Sheet, a signatory for a partnership shall write "member of the firm"
- \_\_\_\_\_ The party bidding is a corporation. The signing party is authorized to sign on behalf of the corporation. A copy of the resolution of the corporation's board of directors which delegates signatory authority to the individual signing is to be attached to this bid form. This resolution can be a general delegation of authority for signing bids or can be a specific authorization for this project. The Secretary of the corporation shall authenticate the resolution as currently being in full force and effect.
- \_\_\_\_\_ Signatory authority is evidenced by other means noted below:

Name of Bidder: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

**SUBMIT THIS FORM WITH BID**

**NON – COLLUSION AFFIDAVIT**

State of New Hampshire)

being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_ the bidder has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the same bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including the affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, or to fix any overhead profit or cost element of the bid price of any other bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the TOWN OF JAFFREY NEW HAMPSHIRE, or any person interested in the proposed Contract, and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of New Hampshire

**SUBMIT THIS FORM WITH BID**

**INDEMNITY AGREEMENT**

The undersigned agrees to indemnify and hold harmless the Town of Jaffrey, New Hampshire from any and all claims for property damage and/or personal injury which may arise as a result of the undersigned's performance of the terms of this agreement, including, but not limited to, any attorneys fees and associated legal expenses which may be incurred by the Town in defending itself from any claims which may arise.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Above Signature Typed or Printed

PROJECT: \_\_\_\_\_

UNOFFICIAL - CALL 603-532-6521 FOR PACKAGE

(SUBMIT THIS SHEET WITH BID)

**TOWN OF JAFFREY, NEW HAMPSHIRE  
BUSINESS AND TAXPAYER IDENTIFICATION INFORMATION**

THIS BUSINESS IS A: (Please check one)

- Individual
- Corporation
- Sole Proprietorship
- Partnership
- Non-Profit Entity
- Other, Please Describe: \_\_\_\_\_

LICENSED OR OTHERWISE AUTHORIZED TO DO BUSINESS BY THE STATE OF: \_\_\_\_\_

TAXPAYER IDENTIFICATION NO. (TIN) : ( ) ( ) - ( ) ( ) ( ) ( ) ( ) ( )

OR

SOCIAL SECURITY NUMBER ( ) ( ) ( ) - ( ) ( ) ( ) ( ) ( ) ( )

LEGALLY ISSUED IN THE NAME OF: \_\_\_\_\_

DOING BUSINESS AS (D/B/A): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TOWN/TOWN, STATE, ZIP: \_\_\_\_\_

**NOTE:**

Your bid may be rejected if you do not complete and submit this page with your bid.

Checks in payment of obligations by the Town will be made payable to your legally issued name unless you state a D/B/A (doing business as). Federal Tax reporting, if required, will also be in your legal name.

Failure to provide a Taxpayer Identification Number (T.I.N.) will subject you to a 31% Federal Back-up Withholding.

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

**BIDDER MAY SUBSTITUTE FORM W-9**

**SUBMIT THIS FORM WITH BID**