

State of New Hampshire  
Division of Procurement and Support Services  
Bureau of Purchase and Property  
25 Capitol Street, State House Annex  
Concord, NH 03301-6398

Date: 3/30/16

Bid No.: 177-16

Date of Bid Opening: 04/14/16  
Time of Bid Opening: 2:00 PM (EST)

YOU MAY EMAIL YOUR BID TO KATIE DALEY AT: EMAIL [PRCHWEB@NH.GOV](mailto:PRCHWEB@NH.GOV)

**BID INVITATION FOR: LOADER, SKID STEER WITH POST DRIVER**

[Insert name of signor] \_\_\_\_\_, on behalf of \_\_\_\_\_ [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 177-16 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
  - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
  - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature \_\_\_\_\_ Authorized Signor's Title \_\_\_\_\_

**NOTARY PUBLIC/JUSTICE OF THE PEACE**

COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me, the above named \_\_\_\_\_, in his/her capacity as authorized representative of \_\_\_\_\_, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_ (Notary Public/Justice of the Peace)

My commission expires: \_\_\_\_\_ (Date)

Form P31-A

Unless specifically amended or deleted by the Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

## GENERAL CONDITIONS AND INSTRUCTIONS:

**NATURE OF, AND ELIGIBILITY TO RESPOND.** This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

**SAMPLES AND DEMONSTRATIONS.** When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

**BIDS.** Bids must be received at the Bureau of Purchase and Property before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

**SPECIFICATIONS.** Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) business days prior to the bid opening, unless otherwise specified in the RFB timeline. Vendors shall be notified in writing if any changes to the specifications are made.

**AWARD.** The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

**PATENT INFRINGEMENT.** Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

**ASSIGNMENT PROVISION.** The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

**FEDERAL FUNDS.** This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

**STATE'S OPTIONS:** The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

**PUBLIC INFORMATION:** The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

**PERSONAL LIABILITY:** The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

**PROOF OF COMPLIANCE.** The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

**FORM OF CONTRACT.** The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

## CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.
2. **COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.
3. **TERM.** The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.
4. **CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.
5. **DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.
6. **INVOICING.** All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.
7. **PERSONNEL.**
  - 7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.
  - 7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.
8. **EVENT OF DEFAULT; REMEDIES.**
  - 8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):
    - 8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or
    - 8.1.2. failure to submit any report required hereunder; or
    - 8.1.3. failure to perform any of the other covenants and conditions of this agreement.
  - 8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
    - 8.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and
    - 8.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and
    - 8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and
    - 8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
9. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

**10. VENDOR'S RELATION TO THE STATE.** In the performance of this agreement the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

**11. ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

**12. INDEMNIFICATION.** The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

**12.1 PATENT PROTECTION.** The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

**13. TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

**14. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

**15. AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

**16. CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

**17. ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.

**18. ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

**BID INVITATION FOR:  
LOADER, SKID STEER WITH POST DRIVER - SUPPLY ONLY**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract(s) in the form of a purchase order(s) for supplying the State of New Hampshire with the item(s) indicated in the "Offer" section of this bid invitation, in accordance with the requirements of this bid invitation and any resulting order. This will be a one-time order.

**INSTRUCTIONS TO VENDOR:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page 1 of the bid invitation.

**BID SUBMITTAL:**

All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified on page 1 of this bid under "Bid closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to [PRCHWEB@NH.GOV](mailto:PRCHWEB@NH.GOV)**. All bids must be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

**TIMELINE:**

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

|           |   |
|-----------|---|
| 3/30/2016 | Bid Solicitation distributed on or by                                   |
| 4/8/2016  | Last day for questions, clarifications, and/or requested changes to bid |
| 4/14/2016 | 2:00 (EST) PM Bid Opening   |

**GOVERNING TERMS AND CONDITIONS:**

A responding bid that has been completed and signed by your representative will constitute your company's acceptance of all State of New Hampshire terms and conditions and will legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

**PUBLIC DISCLOSURE OF BID SUBMISSIONS:**

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential.

Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon RFB opening, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or

proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

Notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

From the closing date of the bid until the award is made is considered "quiet time." Bidders may not discuss their bid or anything specifically pertaining to the bid with any State entity (other than personnel from the Bureau of Purchase and Property) including the requesting/customer agency(ies). If found in violation of this part, the bidder shall be found non-compliant and will no longer be allowed to proceed in the award process.

#### **VENDOR CERTIFICATIONS:**

All Vendors must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, Vendors must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <http://DAS.NH.Gov/Purchasing>)

#### **REQUEST FOR CHANGES AND/OR CLARIFICATION:**

Any Questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question. Any questions, clarifications, and/or requested changes must be received in writing at the Bureau of Purchase and Property no later than 4:00 PM as listed in the timeline above. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions must be submitted by E-mail to Katie Daley at the following address: [KATHLEEN.DALEY@NH.Gov](mailto:KATHLEEN.DALEY@NH.Gov).

#### **ADDENDA:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property will post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is <http://das.nh.gov/Purchasing/vendorresources.asp>.

#### **WARRANTY REQUIREMENTS:**

Successful Vendor shall be required to warranty all of the equipment awarded to Vendor for a period of not less than the manufacturer's standard period of time from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

#### **BID PRICES:**

Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **must be built into your bid price** at the time of the bid.

#### **PAYMENT:**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury: <http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

#### **AWARD:**

The award shall be made to the responsible Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price. If an award is made it shall be, in the form of a State of New Hampshire Purchase Order.

**BID RESULTS:**

Bid results may be viewed when available, once the award has been made, on our web site only at: <http://das.nh.gov/purchasing>.

For Vendors wishing to attend the bid Opening: **Names of the Vendors submitting responses and pricing will be made public.**

**TERMINATION:**

The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful Vendor a thirty (30) day written notice.

**F.O.B.:**

The F.O.B. shall be destination to the following delivery point:

NH Department of Transportation  
Mechanical Services  
Attn: Jared Cloutier  
33 Smokey Bear Blvd  
Concord NH 03301

**REQUISITION NO.:** #164719

**RETURNED GOODS:**

The successful Vendor must resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked up by the successful Vendor within ten business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency will be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire must be returned for full credit within fifteen business days of receipt. Products must be in re-saleable condition (original container, unused) and there will be no restocking fee charged for these products. The using agency will be responsible for any freight charges to return these items to the successful Vendor.

**SPECIFICATION COMPLIANCE:**

Vendor's offer must meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all products and equipment offered by the Vendor must be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration products and equipment, and shall not have been placed anywhere for evaluation purposes.

The manufacturer and/or model indicated in this bid are equivalent to the type and quality required. You may bid a different make and model; however, your offer must match or exceed the one(s) indicated and you must demonstrate to the satisfaction of the purchasing Agency that they meet or exceed the minimum standards. Items that don't meet the minimum standards will not be accepted. Product literature and specifications may be enclosed.

**OFFER:**

Successful Vendor hereby offers to sell the required items to the State of New Hampshire at the following price(s):

| <u>QTY</u> | <u>UNIT</u> | <u>DESCRIPTION</u>   | <u>DELIVERED UNIT COST</u> | <u>EXTENDED COST</u> |
|------------|-------------|--|----------------------------|----------------------|
| 2          | Ea          | New, current model year skid steer track loader<br>4 wheel drive, diesel<br>Per NH D.O.T Specifications dated 3/9/2016 | \$ _____                   | \$ _____             |

Mfg/Make/Model: \_\_\_\_\_

2 Ea New, current model year post driver  
48" stroke width, quick change  
BRADCO MODEL PD4800 WITH OPTIONS  
Is representative of the product  
Required, Per Specifications below

Mfg/Make/Model: \_\_\_\_\_

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

Total Order \$ \_\_\_\_\_

*Bidder must submit detailed manufacturer specifications/literature*

**Delivery Time:**

Successful Vendor agrees to complete delivery of items within 45 days after receipt of Purchase Order or sooner. Prices offered must include all products and delivery costs.

**VENDOR CONTACT INFORMATION:**

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

|                     |                  |                            |
|---------------------|------------------|----------------------------|
| _____               | _____            | _____                      |
| Contact Person      | Telephone Number | Toll Free Telephone Number |
| _____               | _____            | _____                      |
| Fax Number          | E-mail Address   | Company Website            |
| _____               | _____            | _____                      |
| Vendor Company Name |                  | DUNS #                     |
| _____               |                  |                            |
| Vendor Address      |                  |                            |

**ATTACHMENTS:**

The following attachments are an integral part of this bid invitation:

**Note: To be considered, bid must be signed and notarized on front cover sheet in the space provided.**

**SPECIFICATION  
POST DRIVER/POUNDER**

Length: 38.69"  
 Width: 54.25"  
 Height: 91.48"  
 Weight: 1,360 lbs  
 Flow: 24 gpm  
 Maximum Stroke Width: 48"  
 Hammer Weight Standard(factory): 289 lbs  
 Maximum Hammer Weight: 600 lbs  
 Strokes per Minute: 42  
 Hydraulic Pressure: 2000 psi  
 Impact Energy at 289 lb Weight: 1,156 ft-lb  
 Impact Energy at 600 lb Weight: 2,400 ft-lb

*See attachment for Skid Steer Loader Specifications*

# COMPACT TRACK LOADER

Radius Lift Arm Path

**1995 lbs.**

**RATED OPERATING CAPACITY**

**EFFECTIVE MAY 1, 2015**

These bid specifications are to be used as guidelines when assisting purchasing agents and governmental specification writers in writing specifications for loaders. It is not the intent of these specifications to cover all details of design or construction. The unit shall be fully equipped to perform the work intended and shall be a new, current production model.

For individual assistance in preparing detailed specifications, contact the Product Management Group in West Fargo, ND office at 701-241-8700.

*\*SPECIFICATION(S) ARE BASED ON ENGINEERING CALCULATIONS AND ARE NOT ACTUAL MEASUREMENTS. SPECIFICATION(S) ARE PROVIDED FOR COMPARISON PURPOSES ONLY AND ARE SUBJECT TO CHANGE WITHOUT NOTICE. SPECIFICATION(S) FOR YOUR INDIVIDUAL BOBCAT EQUIPMENT WILL VARY BASED ON NORMAL VARIATIONS IN DESIGN, MANUFACTURING, OPERATING CONDITIONS, AND OTHER FACTORS.*

# **COMPACT TRACK LOADER**

**Radius Lift Arm Path**

**1995 lbs.**

**RATED OPERATING CAPACITY**

## DIMENSIONAL SPECIFICATIONS

|  |                  |
|--|------------------|
| Angle of Departure .....   | 27.8°            |
| Dump Angle @ Maximum Height.....   | 42.0°            |
| Dump Height with Standard Bucket .....   | 86.8" (2205 mm)  |
| Reach @ Maximum Height.....  | 19.3" (490 mm)   |
| Ground Clearance .....   | 7.4" (188 mm)    |
| Height to Hinge Pin.....   | 114.5" (2908 mm) |
| Cab Height .....   | 77.8" (1972 mm)  |
| Length without Attachment .....  | 104.6" (2657 mm) |
| Length with Standard Bucket.....   | 133.0" (3378 mm) |
| Overall Operating Height .....   | 149.1" (3787 mm) |
| Carry Position.....  | 9.3" (236 mm)    |
| Rollback Angle @ Carry Position.....   | 30°              |
| Turning Radius with Standard Bucket.....   | 80.0" (2032 mm)  |
| Length of Track on Ground.....   | 54.1" (1374 mm)  |
| Overall Width 12.6" Tracks (Solid-Mounted Undercarriage).....                        | 67.0" (1702 mm)  |
| Bucket Width .....   | 68.0" (1727 mm)  |
| Overall Width 12.6" Tracks (Roller Suspension Undercarriage).....                    | 70.0" (1777 mm)  |
| Bucket Width .....   | 74.0" (1879 mm)  |
| Overall Width 15.75" Tracks (Roller Suspension & Solid-Mounted Undercarriages) ..... | 70.1" (1782 mm)  |
| Bucket Width .....   | 74.0" (1879 mm)  |

## PERFORMANCE

|  | <b>ROLLER SUSPENSION<br/>UNDERCARRIAGE (optional)</b> | <b>SOLID-MOUNTED<br/>UNDERCARRIAGE</b> |
|--|---|--|
| Rated Operating Capacity                       | 1895 lb (860 kg)                                      | 1995 lb (905 kg)                       |
| with 200 Pound Frame Mounted Counterweight Kit | 1995 lb (905 kg)                                      | 2095 lb (950 kg)                       |
| Tipping Load                                   | 5414 lb (2456 kg)                                     | 5700 lb (2585 kg)                      |
| Operating Weight                               | 7813 lb (3544 kg)                                     | 7577 lb (3437 kg)                      |
| Breakout Force - Lift                          | 4588 lb (2081 kg)                                     | 4431 lb (2010 kg)                      |
| Breakout Force - Tilt                          | 4493 lb (2038 kg)                                     | 4450 lb (2105 kg)                      |
| Push Force                                     | 6699 lb (3039 kg)                                     | 6388 lb (2897 kg)                      |
| Travel Speed                                   | 0 - 7.32 mph (0 - 11,8 km/h)                          | 0 - 7.32 mph (0 - 11,8 km/h)           |
| Rubber track - 12.6 in (320 mm)                | 5.1 psi (0.04 MPa)                                    | 5.0 psi (0.03 MPa)                     |
| Rubber track - 15.75 in (400 mm)               | 4.1 psi (0.03 MPa)                                    | 4.0 psi (0.03 MPa)                     |

\*Rated Operating Capacity (ROC) @ 35% of Tipping Load complies with ISO 14397-1 and SAE J818 for crawler loaders

## ENGINE/ELECTRICAL

- Loader shall have a 4 cylinder, liquid-cooled diesel; 66 hp (49.2 kW) at 2600 governed RPM.
- Loader engine shall have a minimum torque of 180.7 lbf-ft (245 N-m) at 1800 RPM.
- Engine displacement shall be no more than 146.0 in.<sup>3</sup> (2.39 L).
- Loader engine shall be turbo charged.
- Loader shall be equipped with a hydraulically driven, variable speed cooling fan.
- Engine shall meet Tier 4 Emission Standards.
- Engine shall meet Tier 4 compliance without the aid of a diesel particulate filter (DPF).
- Spark arrestor muffler, dual element air cleaner and glow plug cold weather assist shall be provided as standard equipment.
  - Cold weather assist shall be automatically activated.
  - Air cleaner shall be a dry replaceable cartridge with safety element and pre-cleaner.
- Engine coolant shall include propylene glycol anti-freeze with freeze protection to -34°F (-37°C).
- Loader shall be equipped with a dual path cooling system which brings cool, clean air from above the machine for engine and hydraulic system cooling. While at the same time removing hot air from the engine and hydrostatic area.
- Battery shall be a 12 volt with a minimum of 600 cold-cranking amps.
- Alternator shall be a minimum 90 amp.
- Starter shall be a 12 volt; 3.62 hp (2.7 kW), gear type.
- Engine accessory belt shall not require any adjustments.
- Engine shutdown shall be provided as standard equipment and shall monitor engine coolant temperature, engine oil pressure and engine RPM to help prevent engine damage.
- Engine block heater shall be provided as optional equipment to provide easier starting during cold weather operation.

## DRIVE SYSTEM

- Shall have a fully hydrostatic track drive.
- Transmission shall be infinitely variable tandem hydrostatic piston pumps, driving two fully reversing hydrostatic motors.
- Hydrostatic piston pumps shall be belt driven from the engine.
  - Drive belt shall not require any adjustments.
- Undercarriage shall be solid mounted to loader main frame.
  - Shall use triple flange forged steel rollers.
  - Shall use dual flange forged steel front idlers.
  - Shall use single flange forged steel rear idlers.
  - Steel rollers and idlers shall be permanently sealed and lubricated requiring no routine maintenance.
  - Shall use austempered ductile iron sprockets.
  - Grease cylinder shall be used for adjustment.
  - Track tension shall be adjusted by adding grease to the tensioning cylinder.
- Shall have a roller type suspension available as an option and includes.
  - Shall have 3 suspended triple flange forged steel rollers per side.
  - Shall use dual flange forged steel front idlers.
  - Shall use single flange forged steel rear idlers.
  - Shall have an all steel suspension design.
  - Steel rollers and idlers shall be permanently sealed and lubricated requiring no routine maintenance.
  - Shall use austempered ductile iron sprockets.
  - Grease cylinder shall be used for adjustment.
  - Track tension shall be adjusted by adding grease to the tensioning cylinder.
- Rubber track shall have steel cables and embeds.
- Parking brake shall be spring applied, pressure release multi-disk brake.
- Tracks: 12.6" rubber tracks  
15.75" rubber tracks

## HYDRAULIC SYSTEM

- Pump type shall be a gear type pump for standard and high flow hydraulics.
- Hydraulic pump capacity for standard flow shall be capable of providing 17.1 gpm (64.1 L/min) for bucket, lift arm and attachment operation.
- Hydraulic pump capacity for high flow shall be capable of providing 26.7 gpm (101.1 L/min) for high flow hydraulic attachment operation.
- System pressure at the quick couplers shall be 3500 psi (24.2 MPa).
- Variable flow auxiliary hydraulics shall be standard equipment.
  - Shall include flush-face pressure release quick couplers.
  - Shall include dual direction detent.
- Control valve shall be three spool, open center, series type.
  - Lift spool shall include a detent position for lift arm float function.
  - Front auxiliary hydraulic spool shall include a detent function in both forward and reverse directions.
- Cylinders shall be a double-acting type. Dual tilt cylinders shall have a cushioning feature on dump and roll back.
- Hydraulic system shutdown shall be provided as standard equipment and shall monitor hydraulic oil temperature and hydrostatic charge pressure.
- A hydraulic oil cooler shall be standard equipment.
- Hydraulic oil level sight gauge shall be easily visible from the loader outside.
- Auxiliary hydraulic hoses shall be routed inside the lift arm.
- Auxiliary quick coupler block shall be integrated into the lift arm front and must be protected with steel guarding.
- Shall have inertia welded rods and bases at the ends of the cylinders.
- Shall have rear auxiliary hydraulics as an option.
  - Shall use electric finger controls on left joystick.
- Hydraulic bucket positioning shall be available as an option.
  - Shall include on/off switch inside operator cab.
- Ride control shall be available as an option.
- Lift circuit port relief valve shall be standard equipment.
- A feature for relieving pressure from the auxiliary hydraulics circuit shall be provided by pressing and holding the quick couplers.
- Cylinders shall meet the following minimum specifications:

| <u>Function</u> | <u># of Cylinders</u> | <u>Bore Diameter</u> | <u>Rod Diameter</u> | <u>Stroke</u>     |
|-----------------|-----------------------|----------------------|---------------------|-------------------|
| Lift            | 2                     | 2.25" (57.2 mm)      | 1.50" (38.1 mm)     | 27.50" (698.5 mm) |
| Tilt            | 2                     | 2.75" (69.9 mm)      | 1.50" (38.1 mm)     | 13.02" (330.7 mm) |

## OPERATOR CONTROLS

- Loader direction, steering, and travel speed shall be controlled by two independent steering levers.
- Loader lift and tilt functions:
  - Standard - Shall be controlled by two separate adjustable foot pedals.
  - Optional - Shall be selectable between foot pedals or hand lever controls.
- Optional Selectable Joystick Control (SJC) system shall be available to allow operator to switch between ISO control pattern (loader direction, steering and travel speed on left hand joystick; loader lift and tilt functions on right hand joystick) or H-Pattern (left hand joystick controls lift function and left side drive function; right hand joystick controls tilt function and right side drive function).
  - Speed Management shall be available on SJC equipped loaders to allow the loader to be maneuvered at a slower travel speed, even during maximum movement of the joysticks.
  - Drive Response shall be available on SJC equipped loaders to change how responsive the loader's drive and steering systems are when the operator moves the joysticks.
  - Steering Drift Compensation shall be available on SJC equipped loaders to reduce steering drift to maintain a desired travel path in both forward and reverse directions.
  - Horsepower Management shall be available on SJC equipped loaders to allow the engine to operate at maximum horsepower and torque.
- Lift and Tilt Compensation shall be available on SJC and ACS equipped loaders to adjust the lift and tilt control sensitivity.
- An optional Radio Remote Control kit shall be available for SJC equipped loaders. The kit shall allow the operator to safely start the loader engine and operate the drive, lift, tilt and auxiliary hydraulic functions of the loader using a Radio Remote Control Transmitter.
- Standard front auxiliary hydraulics shall be controlled by electrical switches located on the right steering lever handle or right hand joystick.
- Optional rear auxiliary hydraulics controlled by electrical switches located on the left steering lever handle or left hand
- Engine speed shall be controlled by a hand lever mounted on right hand cab post.
- Engine speed shall also be controlled by a foot pedal with optional Selectable Joystick Controls.
- Parking brake shall be controlled by a finger operated rocker switch on left hand cab post.
- Engine starting and shutdown functions shall be controlled electrically with a key switch or optional keyless start.

## OPERATOR COMFORT

- Shall have an enclosed cab available as an option.
- Air conditioning shall be available as an option without changing loader profile.
- Cab heat shall be available as an option without changing loader profile.
- Front door shall be a one piece curved design that opens to the side opposite of the auxiliary hydraulics.
- Enclosed cab shall be pressurized.
- An adjustable seat shall be available as standard equipment.
- A mechanical suspension seat shall be available as standard equipment.
- An air ride seat shall be available as an option.
- Arm rest shall be standard equipment.
- Cup holder kit shall be available as an option.
- Engine throttle shall be located in front of the operator.
- The optional selectable joystick control system shall be mounted to the seat and shall be able to adjust independently of the seat.
- Sound reduction kits shall be available as an option.
- Top and rear windows shall be available as standard equipment.
- Front and rear window wipers shall be available as an option.
- Shall have special application polycarbonate doors and windows available as an option.
- Dome lights shall be available as an option.
- Front and rear operating lights shall be available as standard equipment.
- Side windows shall be mounted on the outside of the cab.
- Side and rear window defrost shall be provided with the heat or air conditioned options.
- An FM/AM Radio shall be available as an option.
- 12 volt power ports shall be available as an option.
- Clean out holes in the foot well shall be provided as standard equipment.
- Without aides such as rear view mirrors, shall meet ISO 5006:2006: *Earth-moving Machinery. Operator's Field of View. Test Method and Performance Criteria*

## CAPACITIES

- Fuel Tank shall have a minimum capacity of 35.90 gal. (135.9 L).  
Cooling System without heater shall have a minimum capacity of 2.8 gal. (10.6 L).  
Cooling System with heater shall have a minimum capacity of 2.9 gal. (10.9 L).  
Engine oil capacity with filter shall be no less than 9.1 qts. (8.6 L)  
Hydraulic Reservoir shall have a minimum capacity of 2.0 gal. (7.57 L).  
Hydrostatic System shall have a minimum capacity of 9.25 gal. (35.0 L).

## STANDARD LOADER INSTRUMENTATION

- The loader conditions shall be monitored by a combination of gauges and warning lights in the operator's line of sight that monitor the following functions. The system shall alert the operator of monitored loader malfunctions by way of an audible alarm and visual warning lights.

### Gauges

- Engine Coolant Temp
- Fuel Level

### Warning Lights

- Engine Coolant Temp
- Engine Malfunction
- Fuel Level
- General Warning
- Hydraulic Malfunction

### Indicators

- Seat Bar
- Lift & Tilt Valve
- Parking Brake
- Seat Belt
- 3-Point Shoulder Belt
- Turn Signals

### Data Display Screen

- Battery Voltage
- Drive Response Setting
- Engine Preheat
- Engine RPM
- Maintenance Clock
- Hourmeter
- Service Codes
- Speed Management
- Steering Drift

## DELUXE LOADER INSTRUMENTATION

- The following features of the Deluxe Instrument Panel with Keyless Start are in addition to the Standard Instrument Panel:

### **Additional Displays for:**

- Engine RPM
- Engine Oil Pressure
- Engine Oil Temperature
- Hydraulic Coolant Temperature
- Hydraulic Oil Temperature
- Hydrostatic Charge Pressure
- System Voltage
- Keyless Start
- Multi-Language Display
- Password Lockout
- High Flow Lockout
- Attachment Control
- Real Time Fuel Consumption Rate
- Overall Fuel Consumption
- Overall Idle Time

### **Additional Features:**

- Diagnostic Capability
- Diagnostic Descriptions
- Digital Clock
- Engine/Hydraulic Systems Shutdown Function
- Help Screens
- Job Clock
- Individual Operator Job Statistics

## ATTACHMENTS

- All attachments shall be mounted on a quick-change mechanism. No attachments will be considered unless it can be removed or mounted by an experienced operator in two minutes or less.
- The quick change mechanism shall incorporate two handles that drive spring loaded, wear compensating wedges into the attachment ensuring a tight attachment fit-up.
- The quick change mechanism shall be driven by hydraulics and be available as an option.
- A remote attachment control device shall be available for specified attachments to start the loader and operate the attachment from outside the operator control area.
- A single control unit shall be provided which will control all available attachments.
- Attachment control unit shall not use mechanical relays.
- Standard flow hydraulics shall be available as standard equipment.
- High flow hydraulics shall be available as optional equipment.
- No attachments will require more than three hydraulic hoses and one electrical line for operation.

## SERVICEABILITY

- Engine shall be transversely mounted to provide easy access to daily maintenance items.
- Access shall be available to the following through the rear door/tailgate and rear screen or cover.
  - Air cleaner
  - Alternator
  - Battery
  - Cooling system (engine oil and hydraulic oil coolers) for cleaning
  - Engine oil and fuel filters
  - Engine oil drain and dipstick
  - Starter
- Easy access shall be provided to all lift arm grease points.
- Lift arm pins and connecting points shall be of a single plane design.
- Quick-Tach pivots shall have replaceable wear bushings.
- Rod end of the tilt cylinder shall have a replaceable bushing.
- Tailgate shall be constructed of ¼" thick solid steel with no holes or slots.
- Tailgate shall have an optional lock for vandal proofing.
- Tailgate shall be equipped with doorstop to hold door open while servicing.
- A rear bumper shall extend beyond the tailgate to protect the tailgate from damage.
- Tip-up operator cab shall tilt backwards and give access to certain hydraulic system components when the lift arm is in the lowered position.

## SAFETY EQUIPMENT

- An enclosable operator cab with side screens shall be provided as standard equipment. Cab shall meet SAE standards J1040 and J1043 for Rollover Protective Structure and Falling Object Protective Structure. Minimum inside cab width of 33" (838 mm).
- A seat belt and an electric switch operated parking brake shall be furnished as standard equipment.
- A 3-point seat belt shall be available as optional equipment.
- Additional operator protection shall be provided by a seat bar or similar device which restricts lift arm operation when not in use.
- A lift arm support device shall assist in servicing the loader and shall be provided as standard equipment.
- Grab handles to assist the operator in mounting and dismounting the loader will be provided as standard equipment.
- Loader shall be equipped with an interlock control system which requires that the operator be seated in the loader with the seat bar down in place and the engine running before the hydraulic lift, tilt and the traction drive system can be operated. The auxiliary hydraulics shall deactivate when the operator raises the seat bar. Should the engine not start or a system problem occur with the lift arms raised, the lift arms can be lowered by turning the lift arm by-pass control knob clockwise ¼ turn. Then, pull up and hold until the lift arms slowly lower.
- Shall have operational instructions and warnings by decals with pictorials and international symbols plus some messages in four basic languages: English, French, German and Spanish.
- Shall have a weather resistant operator handbook written in English attached to the loader.
- Loader shall include an alarm package including a horn and backup alarm.
- Rear operating lights shall be mounted to the tailgate and shall be recessed to minimize damage.
  - Rear operating lights shall include backup lights and red colored taillights.
- Strobe lights or rotating beacons shall be available as an option.
- 4 way flashing lights shall be available as an option.
- Turn signals shall be available as an option.
- FOPS Level II shall be available as an option.
- Fire extinguisher shall be available as an option.
-

## TRAINING RESOURCES

- A comprehensive Skid Steer Loader Operator Training Kit shall be available. The kit shall include a video, classroom and hands-on training. This kit shall also be available in Spanish.
- A comprehensive Service Safety Training Kit shall be available. The kit shall include a video, classroom and hands-on training.