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State of New Hampshire
DEPARTMENT OF NATURAL & CULTURAL RESOURCES
DIVISION OF PARKS & RECREATION
BUREAU OF TRAILS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-3556 Fax: 603-271-3553
TDD Access: Relay NH 1-800-735-2964
nhtrails.org



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May 1, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to MOP 150, VII, (C), authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails (Department) to purchase a 2023 or newer John Deere 130P Excavator with a 2024 Indeco IMH-10 36" Mulching Head from United Construction & Forestry (VC #378296) of Pembroke, NH in the amount of \$275,250, effective upon Governor and Council approval through June 30, 2024. 100% Capital Funds.

Funding is available in account, L23:1X13 - Trails Bureau Equipment, as follows:

	<u>FY 2024</u>
03-035-035-350030-58840000-034-500160 – Capital Projects	\$275,250

EXPLANATION

In accordance with MOP 150, VII, (C), the Department is seeking Governor and Council approval to purchase a 2023 or newer John Deere 130P Excavator with a 2024 Indeco IMH-10 36" mulching head for which the cost is over the \$250,000 commodity threshold. Funding for the purchase of this groomer is through a Capital Appropriation to assist the Bureau of Trails with trail maintenance needs in Coos County.

On April 11, 2024, an invitation to submit bids for a 130 class excavator with mulching head was advertised by and through the Department of Administrative Services, Division of Procurement and Support Services' website. Three companies submitted bids by the closing date of April 23, 2024 and United Construction & Forestry was considered the apparent low bidder. A copy of the bid results and draft Purchase Order are attached for your information.

The Bureau of Trails (BOT) manages over 300 miles of state-owned rail trails, 7,400 miles of snowmobiles trails, 1,000 miles of off highway recreational vehicle (OHRV) trails, and approximately 260 miles of roads/trails in the Connecticut Lakes Headwaters Property in Pittsburg. Ongoing and continuous trail maintenance activities are required to make all trails safe and passable for motorized and non-motorized trail users, and to ensure that trail erosion control Best Management Practices are functioning in a way the prevents water quality degradation. This includes responding to trail washouts and damage that occurs from more frequent and intense storm patterns.

The BOT expects this new excavator with mulching head will assist in providing improved trail maintenance of snowmobile and OHRV trails in Coos County, which will equate to a safer, more user

friendly experience for riders. Also, improved trail maintenance will assist other state agencies responsible for public safety and enforcement, such as the New Hampshire Fish & Game Department.

Respectfully submitted,



Brian J. Wilson
Director

Concurred,



Sarah L. Stewart
Commissioner

(156)



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Bid Summary

Bid Description	John Deere 130P Excavator or Equivalent and Mulching Head	Agency	Dept. of Natural and Cultural Resources
Bid #	220-24	RQ #	238114
Agent Name	Andrea Olsson	Bid Closing	April 23, 2024

Indicates Award

Qty	UOM	Product Description	Milton CAT		United Construction & Forestry		Chavez Brothers Management	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	EA	John Deere 130P Excavator or Equivalent	\$325,000.00	\$325,000.00	\$251,300.00	\$251,300.00	\$304,999.99	\$304,999.99
1	EA	2024 INDECO IMH-1 36" Mulching Head	\$0.00	\$0.00	\$23,950.00	\$23,950.00	\$0.00	\$0.00
Total				\$325,000.00		\$275,250.00		\$304,999.99

Recommendation Summary	
Number of Solicitations Received	3
Number of Sourced bidders	6
Number of NIGP Vendors Sourced	234
Number of non-responsive bidders	237
D&B Report Attached	No
Method of Payment (P-card/ACH)	ACH
FOB Delivered	NH Bureau of Trails, 629B Main St., Lancaster NH 03854
Special Notes:	Milton CAT Bid: Caterpillar 313 United Construction and Forestry Bid: John Deere 130P, INDECO IMH-10, 36" Mulching Head Chavez Brothers Management Bid: Bobcat E145, Fecon 36" Mulching Head



State of New Hampshire Purchase Order

**PURCHASE ORDER NUMBER
7003698**

This number must appear on all invoices, packages, cartons, bills of lading, and packing slips.

Date: 04/24/2024
 Status: DRAFT
 Ship Via:
 FOB: Destination
 Freight Terms: Vendor Paid
 Terms: Net 30
 Due Days: 30

**Bill To: NH DNCR
 172 PEMBROKE RD
 CONCORD NH 03301**

**UNITED CONSTRUCTION & FORESTRY
 98 SHEEP DAVIS RD
 PEMBROKE NH 03275**

**Ship To:
 NORTH COUNTRY HEADQUARTERS
 NH DNCR
 629B MAIN STREET
 LANCASTER NH 03584**

Phone: (207) 396-9503
 Fax: 91 603-225-4650

Agency Contact: Clint Savage 603-788-3155

Vendor #: 378296
 Contact: Jaime Conte

In accordance with Bid 220-24

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Deliver on or before June 30, 2024 unless specified by line Quote: 29946590		
1	1.00	EA	2023OR NEWER JD130P EXCAVATOR 2023OR NEWER JD130P EXCAVATOR	251,300.00000	251,300.00
2	1.00	EA	2024 INDECO IMH-10 36" MULCHING MULCHING HEAD INDECO 36"	23,950.00000	23,950.00
Purchase Order Summary					
				Goods Total:	\$275,250.00
				Order Total:	\$275,250.00

Buyer: Andrea Olsson
 Phone: 603-271-2550
 Process Level: 03500

Total Amount: \$275,250.00

1. The State of New Hampshire engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State Proposal and the Vendor's proposal, bid or quotation, any 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. In addition, the Vendor shall comply with all applicable copyright 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 proposal or bid invitation and the Vendor's response. 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 contractor 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 repurchase similar items from any other source without competitive process, and the original Vendor may be liable to the state for any excess costs.

If a Vendor is unable to complete delivery by the date specified, he must contact the using branch and or agency. However, the branch and or 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 shipment.

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 proposal 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, 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 satisfactory 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, 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 regarding 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 contractor, 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.

12. **INDEMNIFICATION.** The Vendor 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 Vendor agrees to indemnify and defend the State of New Hampshire 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.



**NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES**

**REQUEST FOR BID FOR:
7" DISC STYLE WOODCHIPPER
COMPACT EXCAVATOR WITH ATTACHMENTS
JOHN DEERE 130P EXCAVATOR WITH MULCHING HEAD OR EQUIVALENT
220-24**

DUE DATE: 4/23/2024 11:30:00 AM (EASTERN TIME)

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1. PURPOSE:

1.1. 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 shall be a one-time order with delivery required to the location indicated in the F.O.B. section of this bid invitation.

2. INSTRUCTIONS TO VENDOR:

2.1. 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, and sign the transmittal letter.

3. BID SUBMITTAL:

3.1. All bids shall be submitted on this form, or an exact copy shall be typed or clearly printed in ink and shall be received on or before the date and time specified in paragraph 7 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 NH.Purchasing@DAS.NH.Gov. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

3.2. 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.

4. BID INQUIRIES:

4.1. Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in paragraph 7. 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.

4.2. Questions shall be submitted by email to Andrea Olsson at Andrea.I.Olsson@DAS.NH.Gov.

4.3. Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

5. BID DUE DATE:

5.1. All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

5.2. All bid submissions shall be treated as firm offers to remain valid for acceptance for a period of one hundred eighty (180) days from the bid due date. The transmittal of a vendor's response or bid submission to any State agency or office other than the Department of Administrative Services (DAS), Bureau of Purchase and Property may be grounds for disqualification.

6. ADDENDA:

6.1. 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 shall 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 <https://das.nh.gov/Purchasing/vendorresources.aspx>.

7. TIMELINE:

7.1. 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.

Bid Solicitation distributed on or by:	4/11/2024
Last day for questions, clarifications, and/or requested changes to bid:	4/18/2024
Bid Closing (Eastern Time):	4/23/2024 11:30:00 AM

8. GOVERNING TERMS AND CONDITIONS:

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

8.2. 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 shall select, evaluate, or award the RFB.

8.3. 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.

8.4. CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

9. **NON-EXCLUSIVE CONTRACT:**

9.1. Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

10. **PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**

10.1. Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

10.2. Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

10.3. If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment, or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

10.4. Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

10.5. If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

10.6. By submitting a proposal, Bidders acknowledge and agree that:

10.6.1. The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFB;

10.6.2. The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and

10.6.3. The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

11. **VENDOR CERTIFICATIONS:**

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

11.2. STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Prior to bid award, Vendors shall 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: <https://das.nh.gov/purchasing/vendorresources.aspx>).

12. VENDOR RESPONSIBILITY:

- 12.1. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract. It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.
- 12.2. All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <https://das.nh.gov/purchasing/vendorresources.aspx>.
- 12.3. The website is updated several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda is overlooked.
- 12.4. It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.
- 12.5. In preparation of your bid response, you shall:
- 12.5.1. Complete the pricing information in the "Offer" section; and
 - 12.5.1.1. You may include quote separately, but the OFFER SECTION MUST be completed for compliant acceptance.
 - 12.5.2. Complete all other required information on your offer (if applicable); and
 - 12.5.3. Complete the "Vendor Contact Information" section; and
 - 12.5.4. Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

13. WARRANTY REQUIREMENTS:

- 13.1. Successful Vendor shall be required to warranty all of the equipment/item awarded to Vendor for a period of not less than one (1) year or the manufacturer's standard period of time, whichever is greater, 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.

14. BID PRICES:

- 14.1. Bid prices shall be in US dollars and shall 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 shall be built into your bid price at the time of the bid.
- 14.2. *Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".*

15. PAYMENT:

- 15.1. Payments shall be made via ACH unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>.

16. INVOICING:

- 16.1. Itemized invoices shall be submitted to the using agency after delivery of the products and include the following at a minimum:
- 16.1.1. State of NH purchase order (PO) number
 - 16.1.2. State of NH contract number if applicable
 - 16.1.3. State of NH ordering agency information
 - 16.1.3.1. Name and contact information of ordering individual
 - 16.1.3.2. Name of ordering state agency / department
 - 16.1.3.3. Address of ordering state agency / department
 - 16.1.3.4. Name and contact information of ordering state agency accounts payable office
 - 16.1.4. Date of purchase
 - 16.1.5. Date of delivery
 - 16.1.6. Vendor order number
 - 16.1.7. Vendor account representative name and contact information

16.1.8. Product description, quantity ordered, quantity delivered, unit price, total price for payment

16.1.9. Items backordered and their delivery date

16.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

17. AWARD:

17.1. The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in section. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s) in the form of a purchase order.

17.2. Successful Vendor shall not be allowed to require any other type of purchase order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

18. BID RESULTS:

18.1. Bid results may be viewed when available, once the award has been made, on our web site only at:
<https://apps.das.nh.gov/bidscontracts/bids.aspx>.

18.2. For Vendors wishing to attend the bid closing: Names of the Vendors submitting responses and pricing shall be made public to the above website. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.

19. TERMINATION:

19.1. 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.

20. F.O.B.:

20.1. The F.O.B. shall be destination to the following delivery point (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this bid or subsequent purchase orders without additional charge:

7" Disc Woodchipper

- District 2 Trails Bureau
62 Managers Way
Tamworth, NH 03886

- Requisition No.: 238107
Compact Excavator with Attachments
• Bureau of Trails, District 3 Shop
39 Sunapee Dr.
Newbury, NH 03255

- Requisition No.: 238112
John Deere 130P Excavator with Mulching Head OR EQUIVALENT
• NH Bureau of Trails
629B Main St.
Lancaster, NH 03854
- Requisition No.: 238114

21. RETURNED GOODS:

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

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

22. SPECIFICATION COMPLIANCE:

- 22.1. Vendor's offer shall 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.
- 22.2. Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.
- 22.3. The manufacturer(s) and/or model(s) indicated in this bid are equivalent to the type and quality required. You may bid different make(s) and model(s); however, your offer shall match or exceed the one(s) indicated and you shall demonstrate to the satisfaction of the purchasing Agency that they meet or exceed the minimum standards. Items that do not meet the minimum standards shall not be accepted. Product literature and specifications may be enclosed.

23. ENVIRONMENTALLY FRIENDLY PRODUCTS:

- 23.1. In accordance with State of New Hampshire RSA 9-C, the Bureau of Purchase and Property has an obligation to put into practice the interdependent principles of waste reduction, recycling, and recycled products purchasing. Contractors should supply environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this regulation. Environmentally preferable products and services have characteristics that include, but are not limited to, the following:
- 23.1.1. Energy or water efficient
 - 23.1.2. Reusable
 - 23.1.3. Recyclable
 - 23.1.4. Contains postconsumer recycled materials
 - 23.1.5. Produces fewer polluting byproducts or safety hazards during manufacture, use, or disposal
 - 23.1.6. Certified by an independent, third-party eco-label (e.g., Green Seal, EcoLogo, etc.)
- 23.2. Suppliers citing environmentally preferred product claims shall follow the Federal Trade Commission's Green Marketing Guidelines and provide proper certification or detailed information on environmental benefits, durability, and recyclable properties as an attachment with their bid submission.
- 1. Wherever possible, Contractors shall eliminate PVC or polystyrene due to environmental and human health concerns. Contractors must notify the State if a product contains mercury and/or PFAS.
 - 2. To promote fuel efficiency and reduce greenhouse gases and air pollution, Contractors are encouraged to use a SmartWay Transport/Carrier Partner for the shipment or transport of products. A list of SmartWay Transport partners can be found here: <https://www.epa.gov/smartway/smartway-partner-list>.

24. OFFER:

- 24.1. The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid. Quotes in lieu of a completed offer sheet will not be accepted.
- 24.1.1. Bidders may bid on any or all sections of this bid. To be considered compliant for each section, bidders must fill out pricing for the primary equipment and all required attachments per specifications.

25. DELIVERY TIME:

- 25.1. Successful Vendor(s) agrees to complete delivery of items by June 30, 2024, after receipt of Purchase Order or sooner to location noted on paragraph 20 FOB. Prices offered shall include all products and delivery costs.

26. ATTACHMENTS:

- 26.1. OFFER SHEET WILL BE ATTACHMENT 1 (SEPARATE FROM THIS DOCUMENT).
- 26.1.1. Section 1: 7" Disc Woodchipper
 - 26.1.2. Section 2: Compact Excavator with Attachments
 - 26.1.3. Section 3: John Deere 130P Excavator with Mulching Head OR EQUIVALENT
- 26.2. Attachment 2: John Deere 13P Excavator Specifications

27. VENDOR CONTACT INFORMATION:

- 27.1. Please provide contact information below for a person knowledgeable of and who can answer questions regarding this bid response.

Michael Turner	403-225-2769	403-225-2769
Contact Person	Local Telephone Number	Toll Free Telephone Number

michael.turner@ucfne.com	www.unitedcf.com
--------------------------	------------------

E-mail Address

Company Website

United Construction & Forestry
Vendor Company Name

98 Sheep Davis Rd Pembroke NH
Vendor Address

03275

378296
Vendor Number

DUNS and/or SAM.GOV Number

28. **NOTE: TO BE CONSIDERED, BID TRANSMITTAL LETTER SHALL BE SIGNED IN THE SPACE PROVIDED.**
29. **THE BID OPENING IS OPEN TO THE PUBLIC ONLINE AT THE FOLLOWING:**

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 214 554 770 524

Passcode: nj4cyF

Dial-in by phone

+1 603-931-4944,956047625# United States, Concord

[Find a local number](#)

Phone conference ID: 956 047 625#

Join on a video conferencing device

Tenant key: nhgov@m.webex.com

Video ID: 114 967 237 8

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)



STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

State of New Hampshire
Division of Procurement and Support Services
Bureau of Purchase and Property
25 Capitol Street, Room 102, State House Annex
Concord, NH 03301-6398

Date: 4/11/2024
Bid No.: 220-24
Date of Bid Closing: 4/23/2024
Time of Bid Closing: 11:30 AM (EST)

PLEASE EMAIL ANY QUESTIONS REGARDING THIS BID TO ANDREA OLSSON AT ANDREA.OLSSON@DAS.NH.GOV.
EMAIL YOUR BID TO: NH.PURCHASING@DAS.NH.GOV.

BID INVITATION FOR 7" DISC STYLE WOODCHIPPER
COMPACT EXCAVATOR WITH ATTACHMENTS
JOHN DEERE 130P EXCAVATOR WITH MULCHING HEAD OR EQUIVALENT

[Insert name of signor] Michael Turner, on behalf of United Construction + Forestry [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 220-24 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 Closing 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 shall 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 [Signature] Authorized Signor's Title Territory Manager

GENERAL TERMS AND CONDITIONS

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 closing. 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 closing. 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 closing, 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. 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.

6. **INVOICING.** All invoices must list 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 contractor, 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.

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 Toxic Substances in the Workplace known as the Workers Right to Know Act, the vendor shall provide Safety Data Sheets (277-A:4 Safety Data Sheets) for 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 220-24 Offer Sheet

Bidders may bid on any or all sections of this bid. To be considered compliant for each section, bidders must fill out pricing for the primary equipment and all required attachments per specifications.

Section 1: 7" Disc Woodchipper (Requisition 238107)				
Quantity	UOM	Description	Unit Cost	Extended Cost
1	EA	Model 75XP Brush Bandit (7" disc style) with all standard equipment (OR EQUIVALENT):		
1	EA	Vanguard 613477, 35hp gas engine with 3-year, 2000 hour warranty (Part #990-RC0747-328)		
1	EA	Single 3500# electric brake Torflex EZ lube axle (OPTION-626-5000)		
1	EA	(2) P - 185 x 14 tires mounted on 5 bolt, white modular rims (OPTION-626-5000)		
1	EA	Heavy duty steel weld on steel fenders (OPTION-626-5000)		
1	EA	P - 185 x 14 spare tire mounted on same 5 bolt, white modular rim (OPTION-626-5000)		
1	EA	2" Fulton Ball Hitch (Part # 990-100276)		
1	EA	Document Machine Weight (OPTION-911-5001)		
1	EA	Auto feed (non-reversing) with IEC TACH (OPTION-626-1000)		
1	EA	Gate valve for hydraulic tank (OPTION-905-5000)		
TOTAL SECTION 1				

Section 2: Compact Excavator with Attachments (Requisition 238112)				
Quantity	UOM	Description	Unit Cost	Extended Cost
1	EA	Compact Excavator to include: Auto-Idle, Auto-Shift, 2-Speed Travel, Auxiliary Hydraulics with Selectable Flow, w/Arm Mounted Flush Face Quick Couplers Canopy, Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat. Roll Over Protective Structure (ROPS) - Meets requirements of ISO 12117:2000, Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262, Control Console Locks, Control Pattern Selector Valve (ISO/STD). Dozer Blade with Float, Engine/Hydraulic Monitor with Shutdown, Fingertip Auxiliary Hydraulic Control Fingertip Boom Swing Control, Horn, Hydraulic Joystick Controls, Keyless Start, Lift Eye, Rubber Tracks, Spark Arrestor, Standard Arm, Deluxe Display, Turbocharged, Tier 4, Non DPF, Vandalism Protection, Work Lights, X-Change Attachment Mounting System, 3yr Machine IQ Basics Subscription with 90-day, Machine IQ health & Amp; Security Free Trial, Warranty: 2 years or 2000 hours (whichever occurs first)	\$79,750.00	\$79,750.00
1	EA	P22 Performance Package, Part #M3319-07-C52, Standard Arm Clamp with Diverter Valve, Hydraulic X-Change	\$1,987.75	\$1,987.75
1	EA	Cloth Suspension Seat, Travel Motion Alarm, Bobcat 7-inch Touch Display, Radio, Bluetooth, Keyless Start	Included	Included
1	EA	Extended Warranty Supercedes Factory Warranty to 5 years or 2000 hours, whichever occurs first	\$815.15	\$815.15
1	EA	Case Drain	\$5,361.00	\$5,361.00
1	EA	Front Window Guard (Metal Screen)	\$730.50	\$730.50
1	EA	STEELWRIST Tilt Rotator with Install	\$21,779.50	\$21,779.50
1	EA	STEELWRIST Trenching Bucket, 24"	\$1,551.00	\$1,551.00
1	EA	STEELWRIST Grading Bucket, 47"	\$1,567.00	\$1,567.00
1	EA	STEELWRIST Pallet Forks	\$1,624.75	\$1,624.75
1	EA	STEELWRIST Sorting Grapple	\$8,929.00	\$8,929.00
1	EA	Steel Track Conversion Kit	\$6,961.45	\$6,961.45
1	EA	Rubber Pad Kit for Steel Tracks (78 Pads)	\$2,251.55	\$2,251.55
TOTAL SECTION 2				\$133,908.65

Section 3: John Deere 130P Excavator (Requisition 238114) OR EQUIVALENT				
Quantity	UOM	Description	Unit Cost	Extended Cost
1	EA	2023 or newer John Deere 130P Excavator OR EQUIVALENT per attached specifications	\$251,300.00	\$251,300.00
1	EA	2024 INDECO imh-10 36" Mulching Head to include: Craig Wedge Lock Lugging Adapter 1 Replacement knife kit with hardware Stucchi Couplers	\$23,950.00	\$23,950.00
TOTAL SECTION 3				\$275,250.00



**STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398**

Date of Change: April 19, 2024

ADDENDUM # 01 TO BID INVITATION 220-24

DATE AND TIME OF BID CLOSING: 4/23/2024 11:30 AM

FOR: 7' Disc Style Wood Chipper, Compact Excavator, John Deere 130P Excavator or Equivalent

Additional Specifications to Accompany Attachment 2 for John Deere 130P Excavator or Equivalent:

Cooling:
The cooling system shall be cool-on demand, using an electronically controlled fan that operates at a variable speed to reduce fuel consumption and noise.
The hydraulic coolers shall have no more than 10 fins per inch rating to resist plugging and for easier clean-out.
Cooling system shall be protected from debris by a pre-screen side shield.

Power Train:
The excavator will have two speed propel with auto-shift for smooth and fast operation.
The propel motor will be protected with a shield or guard.
There will be three power modes and one work mode to simplify a variety of applications.
Drawbar pull shall be at least 24,729 lb (11,217kg).

Brakes:
The propel brake will be spring applied, hydraulically released.
The swing brake will be spring applied, hydraulically released.

Electrical:
The electrical system shall be 24 volt with 100 amp alternator.
The circuits shall be blade type multi-fused.
The battery shall have a positive battery cover.
Two LED (or equivalent) work lights shall be provided; one mounted on the boom, one mounted on the frame.
Fuses shall be identified and color coded for correct amperage for fast replacement.
The machine performance and utilization data will be captured and stored by a data-acquisition system with software that can produce graphs showing machine utilization and performance history.
Right rear & Left rear camera system with right & left LED lighting.

Hydraulic System:
2 Variable-Displacement Axial-Piston Hydraulic Pumps at 28 GPM, Each with a combination valve for high flow attachment through monitor.
Pilot pump w 8.7 GPM flow.
Factory auxiliary high flow lines w/ auxiliary relief pressure adjustment with electronic proportional auxiliary control.
The excavator will come equipped with a reduce-drift valve for boom down, arm in for full control.
Factory auxiliary hydraulic valve section to accommodate attachments.
Hydraulic sight gauge shall be provide for quick daily checks to reduce operating costs.

The auxiliary hydraulic flow will be adjusted through the monitor.
The excavator will be capable of boosting power to increase digging forces on the fly when needed.
The hydraulic system will have an oil-sampling valve will be provided as standard equipment.
Hydraulic return filter shall be positioned inside the hydraulic tank to protect form contamination when hydraulic oil is changed.
Swing speed shall be capable of 13.3 rpm for maximum productivity.
Swing torque shall be no less than 24,265 lb-ft (33 000 Nm)
Maximum system operating pressure for implement circuit shall be no more than 4980 psi (34 336 kPa) to minimize fatigue of the hydraulic components.
Maximum system operating pressure for travel circuits shall be no more than 4,980 psi (34 336 kPa).
Maximum system operating pressure for swing circuits shall be no more than 4685 psi (32 300 kPa).
The right joystick controller shall be pre-wired form the factory for auxiliary Proportional hydraulics.
The boom and arm shall be equipped with standard welded bosses or attachment luas for auxllary high flow lines.
Hydraulic oil change interval shall be 5000 hours for reduced operating costs and increased productivity.
The excavator hydraulic tank will be cylindrical in shape to promote oil mix on return am minimize potential for leaks.
Case Drain hydraulic line to accommodate mulching head. Factory Auxilliary Hydraulic oil cooler to accommodate HI-FLOW attachments.

PURCHASING AGENT: ANDREA OLSSON

Email: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

RESPONDENT BUSINESS NAME: United Construction ? Forest Trg

ADDRESS: 98 Sheep Davis Road, Pembroke N.H. 03275

PRINT NAME: Mike Turner SIGNATURE: 

TEL. NO. 603-470-5488 EMAIL ADDRESS: Michael.Turner@UCFME.com

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.

2023 or newer John Deere 130P (OR EQUIVALENT) Excavator Specifications

ENGINE
Rated Net Power shall be no less than 83HP @ 2000 RPM
Engine must be certified to EPA Final Tier 4/EU Stage IV.
Engine shall have 4 cylinders and a displacement of no less than 275 cu in (4.5L).
Engine shall have auto-idle mode to reduce engine speed when hydraulics are not in use to reduce fuel consumption and noise.
Engine shall be capable of auto-shutdown with adjustable delay periods to conserve fuel.
Engine must come standard with oil sampling valve.
Engine oil interval shall have a scheduled 500 hr interval for reduced operating costs.
Oil-level capacity shall be no less than 35 degrees.
The engine oil and fuel filters will be remotely mounted for ease of access.
The engine will have a cold-start aid, such as glow-plug or equivalent.
The engine accessory drive belt will have an automatic tension device to reduce maintenance cost.

OPERATOR STATION
The operator station shall be mounted on four silicone-filled cab mounts or equivalent to reduce noise, vibration and operator fatigue.
The cab shall have an egressible roof hatch to provide additional emergency escape path and clear visibility to overhead obstacles with a sunshade for operator comfort.
The operator will be provided with a conveniently located tool to break the window in case of an emergency.
The cab fresh air filter must be accessible from the front the ground and outside of the cab and not require any tools for removal - other than the key to open door.
Cab shall have a 12-volt, 80 watt, 5 amp cell phone power outlet.
Seat shall be deluxe, adjustable, with suspension, headrest and adjustable lumbar support and 4-in (100 mm) adjustable armrests.
The control positions and the seat can be adjusted independently of each other for greater operator comfort.
The cab shall have auto-climate control, HVAC with heater and pressurizer.
System shall retain and display active fault codes and incidents related to machine operating outside of the specified parameter.
The monitor shall be capable of displaying information in a minimum of 30 different languages.
The monitor shall be capable of storing maintenance/service interval information on items like engine oil, engine oil filter, hydraulic oil, hydraulic oil filter and air cleaner filter.
The monitor shall be capable of showing machine's diagnostic information including error messages, fault codes and system operating information. Examples of operating information include, engine rpm, pump pressure, hydraulic oil temperature and pilot pump pressures.
The horn and travel alarm shall be operable while the machine is moving forward and in reverse.
The AC filters shall be easy to replace with no special tools required and shall have extended replacement intervals.
Cab shall have a large beverage holder, and a hot/cold beverage box, installed at factory.
Engine air cleaner restriction light shall be standard on monitor.
The cab shall have auto climate control to maintain a comfortable, programmable temperature for AC and Heat.
The windshield wiper/wiper will have constant and intermittent speed.
The right window of the cab must be glass.
The cab will have an AM/FM/HD radio installed from factory.

UNDERCARRIAGE
34" 600mm steel track with triple semi-groover shoes & 65" wide trackside blade.
The undercarriage will have one upper carrier roller per side and seven lower roller per side.
The chain shall be sealed with lubricated and the track adjustment shall be hydraulic.

UPPER STRUCTURE
The bucket-to-arm joint shall be coated with an extremely wear resistant surface like Tungsten-Carbide thermal coating.
Booms, arms and mainframes shall be warranted for 3 years or 10,000 hours.
The machine shall have oil-impregnated bushings to enhance durability and extend grease intervals to 500 hrs on the boom-end-boom joint and 100 hrs on the bucket joint.
The boom shall be reinforced with three welded butthead plates to deliver maximum strength and durability.
The outer mainframe of the house shall be constructed with reinforced C-channel for durability.
The cab door, fuel cap and service doors and tool box shall be lockable.
Right hand, left hand and counterweight mounted mirrors shall be standard.
The batteries must be located in separate area other than the designated storage area or tool box and must have a battery shut off switch.
9'11" Long dig arm w/ Bucket cylinder & linkage
The machine will have dirt caps on all bucket pins.

OVERALL MACHINE SPECS
Standard minimum operating weight with blade shall be no less than 30,000 lbs.
Overall height to top of cab shall be no more than 9' 0 in .
Counterweight clearance shall be 2' 8 in.

OPERATING SPECIFICATIONS
The ISO arm digging force with a 9' 11 in arm shall be no less than 12,521 lb.
The ISO bucket digging force with a 9' 11 in arm shall be no less than 21,480 lb.
Lifting capacity over the side (at ground level 15 ft reach with 9' 11 in arm, 813 lb bucket and 28 in triple semi-groover shoes shall be no less than 6,750 lb.
Maximum digging depth with 9' 11 in arm shall not be less than 13' 11 in.

ATTACHMENTS/OPTIONS
36" wide 0.75 cubic yard heaped capacity w liner: heavy duty digging bucket w 5 ESCO Ultra Lock Teeth and 1 set of bolt on ESCO style wear shrouds w wedge lock lugging.
Hydraulic wedge lock coupler.
Hydraulic Direct link 4 tire thumb with Hardox tires thumb, photo on main stick pin.
60" 1,230 Cubic yard heaped capacity hydraulic tire clean-up bucket with bolt on edge with wedge lock lugging & Stuebel quick couplers.
Hydraulics set up so equipment operator can switch from operating hydraulic thumb to operating hydraulic tire clean up bucket without leaving the operator seat.
Under frame HD removable center guard.
Front removable window guard.
Spare set of ESCO Ultra lock teeth U233 including a complete set of locks.
Hard copy of Parts and manuals
Stuebel coupler installed on excavator end attachments
Excavator sheet top rub rails installed on both sides of excavator.

WARRANTY
3 Year 2,500 hr manufacturer full machine coverage

2024 BUDGET 8MB+ 10 98" MULCHING HEAD
Only Wedge Lock Lugging Adapter
1 Replacement built for with no return
Stuebel Coupler