

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PARKS AND RECREATION

**PROJECT MANUAL:
SUPPLY & DELIVER STUMP GRINDING MACHINES
*INVITATION FOR BID #17-32***

Bid Opening Date: November 10, 2016 at 10:00 a.m.

**OCTOBER 2016
Setti D. Warren, Mayor**

**CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID No. #17-32**

The City of Newton (City) invites sealed bids in accordance with M.G.L. c.30B from Contractors for:

SUPPLY & DELIVER STUMP GRINDING MACHINES

Bids will be received until: **10:00 a.m., Thursday, November 10, 2016**
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available online at : www.newtonma.gov/bids or for pickup at the Purchasing Department after **10:00 a.m., October 27, 2016**. There will be no charge for contract documents. Bid surety is **not** required with this bid.

The City is seeking bids for its Department of Parks and Recreation-Urban Forestry Division for **STUMP GRINDING MACHINES** meeting the specifications set forth at pages 9-12 of this Invitation For Bids (IFB). The said Stump Grinding Machines shall be delivered by the Vendor within approximately **eight (8) weeks** following notice of award. **This will be a one-time purchase. The winning Vendor will receive a Purchase Order for these items.**

It is Bidder's responsibility to ensure its bid is submitted by the deadline for acceptance. Any bid received after the time for receipt established in this IFB will be returned unopened. All bids are subject to the provisions of M.G.L. Chapter 30B. Award shall be made to lowest responsive and responsible bidder.

"Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

All bids shall be submitted as one ORIGINAL and one COPY.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids, Current Bids It is the sole responsibility of Vendors downloading this IFB to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
October 27, 2016

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:the Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
- 1.2 Failure to so examine the Contract Documents will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received **by Friday, November 4, 2016 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #17-32**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #17-32," attached.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
 - * GENERAL BID FOR: **#17-32**
 - * NAME OF PROJECT: **Supply and Deliver STUMP GRINDING MACHINES**
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in the IFB.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.7 Bids shall be submitted with one **original** and one **copy**.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section B on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting a price for two (2) tow-behind stump grinding machines and one (1) self-propelled stump grinding machine, all meeting the Specifications set forth at pp. 9-12 below. Pursuant to Alternate 1, the City shall have the right to purchase a second self-propelled stump grinding machine if it determines it is in the best interest of the City to do so. It is the City's intent to award one (1) contract to responsive and responsible bidder offering the lowest Total or Grand Total, depending on whether or not the Alternate is selected.. A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.

- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the IFB; (3) who, if applicable, shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City may have used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

ARTICLE 10 – ENVIRONMENTALLY PREFERABLE PRODUCTS

- 10.1 The City encourages environmentally preferable products, i.e., products or services that have less negative or more positive effects on human health and the environment when compared with competing products or services that serve the same purpose. The city encourages bidders to describe, in the space provided on the Bid Form, the environmental attributes of its goods or services throughout the entire life-cycle, including manufacture, use and disposition. This information may include multiple environmental considerations such as natural resource use, recycled content, energy and water efficiency, greenhouse gas emissions, impact on climate change, packaging, hazardous material use, and health and safety impacts on workers, consumers and the community. If you do not currently assess such attributes, please indicate that. However you respond, the City will not take your information into account in evaluating bid proposals.
- 10.2 Bidders are encouraged also to provide information related to steps they take internally to (a) identify any positive or negative environmental attributes of products or services they offer, as specified above, and (b) insure that those attributes are being addressed as part of operations.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #17-32

A. The undersigned proposes to supply and deliver the equipment specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

SUPPLY & DELIVER STUMP GRINDING MACHINES

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

B. This bid includes addenda number(s) _____, _____, _____, _____.

C. The Bidder proposes to supply and deliver up two (2) tow-behind stump grinding machines and at least one (1) self-propelled stump grinding machines meeting the Specifications set forth at pp. 9-12 below at the following price FOB Delivered Newton, MA:

ITEM	DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL COST
1	Tow-behind stump grinder as specified		2	
2	Self-propelled stump grinder as specified		1	

TOTAL of Bid Items #1 and #2 _____

(Price In Words) _____

ALTERNATE #1

ITEM	DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL COST
A1	Self-propelled stump grinder as specified (additional to one listed above)		1	

GRAND TOTAL of Bid Items 1, 2, & A1 _____

(Price In Words) _____

COMPANY: _____

D. The undersigned has completed and submits herewith the following documents:

- Signed Bid Form, 2 pages
- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Debarment Letter, 1 page
- IRS Form W-9, 1 page
- Certification of Tax Compliance, 1 page

E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for

discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____% _____ Days
Prompt Payment Discount _____% _____ Days
Prompt Payment Discount _____% _____ Days

F. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that's/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B. The successful bidder will be required to furnish a Performance Bond each in the amount of 100% of the contract total.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

G. Environmentally preferable products information (which is requested but which will not be considered in awarding a contract):

Description of environmental attributes of Bidder's goods or services:

Steps taken to (a) identify any positive or negative environmental attributes of products or services and (b) insure that those attributes are being addressed as part of operations:

Date _____

(Name of Bidder)
BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone & FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON
TECHNICAL SPECIFICATIONS FOR
SUPPLY & DELIVER STUMP GRINDING MACHINES

See following four (4) pages.

BIDDER QUALITY AND QUALIFICATION REQUIREMENTS

The bidder is the manufacturer or an authorized dealer of the proposed equipment and is all made with new parts. Bidder must have supplied equipment such as this and of the same manufacturer as bid for a minimum of three years.

The bidder must be either a manufacturer or a factory authorized dealer engaged in the business of selling and servicing the equipment bid upon.

Replacement parts and service must be available within a 25 mile distance from the City of Newton Massachusetts. The bidder shall also be capable of providing on-site (in Newton, MA) service.

BID SUBMISSION REQUIREMENTS

Two sets of literature from the manufacturer describing the specifications of the equipment to be provided under this bid

A full statement as to the length of warranties, future upgrades and support of all equipment purchased under this bid.

SPECIFICATIONS

It is the intent of this specification that the bidder shall provide the Newton Urban Forestry Division with two tow behind stump grinders as specified and one (possibly two) self-propelled stump grinders. Grinders must be delivered to the City of Newton, Newton, MA within 8 weeks of bid award. Machines must be new condition with under 50 hours on the engine hour meter.

The grinders shall be equipped with the manufacturer's equipment and accessories which are included as standard in the advertised and published literature for the unit. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.

Unless otherwise stated, the use of manufacturer's name and product numbers are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items stated. Bids will be accepted on any make or model that is equal or superior to the technical specifications listed. Decisions of equivalency will be at the sole interpretation of the City of Newton. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence.

Bids shall be accompanied by descriptive literature (marked), indicating the exact item to be furnished. The term "as specified" will not be acceptable.

TOW BEHIND STUMP GRINDER SPECIFICATIONS

Unit shall be between 70 and 80 horsepower. Length of the basic unit shall not exceed 168". Width of the unit shall not exceed 80". Overall height shall not be more than 79". Maximum weight of the unit shall not be more than 4400 lb with manual controls.

Unit shall be equipped with an industrial, water-cooled Tier 4 Final emissions-rated 2.9 diesel engine. Engine shall be equipped with a DOC exhaust after-treatment and air intake filter which shall include a pre-cleaner. Engine must be equipped with a full flow, spin-on, replaceable oil filter. Unit must be equipped with a fuel tank with a minimum capacity of 25 gal. Unit must be equipped with an electric clutch/brake. Unit must be equipped with an electronic throttle.

The units chassis shall be constructed of reinforced 4" tubing. The boom shall be 5" square tubing. Wheels shall be 16.5" x 8.25" mod style with a 6 bolt pattern on a 5.5" circle. Tires must be **equal to 10-16LT**, tubeless, bias ply, load range D. Axle must be a torsion axle rated at 6000 lbs. Fenders must be welded on. Brakes shall be self-adjusting 12"x2" electric with breakaway switch with a max total capacity of 6000 lbs. Unit must be equipped with a 12 volt, 950 CCA battery. The unit shall come equipped with two safety chains, brakes, stop, turn, tail, side marker and license plate lights. The unit shall have an enclosed lockable battery compartment. It shall have a pintle style hitch.

The cutting wheel shall be balanced and a minimum of 28" in diameter and .93" thick. The wheel shall have a minimum of 42 teeth. The teeth shall be carbide-tipped. The tooth and pocket shall be of two-piece construction of forged steel secured to the wheel with two bolts. The cutting dimensions shall be a minimum of 25" below ground, 35" above ground and have a 96" straight-line cut. All dimensions shall be measured from the centerline of the cutter wheel. The unit shall be able to telescope via a hydraulic tongue cylinder, 60". The unit shall be equipped with AutoSweep feature which detects rpm drop of the engine and automatically slows the cutting sweep rate until the engine rpm's recover to full rpm. Chip containment area under the rear deck must have a capacity of at least 68 cubic feet. Each unit shall include ONE additional set of pockets and necessary mounting bolts. Each unit shall include TWO additional sets of teeth.

The unit shall be equipped with live hydraulics with the hydraulic pump directly coupled to the engine with a pump flow of 3.2 gallons per minute. The system must be open center with a 6 micron full-flow return filter, 100 micron mesh suction strainer-type filtrations system. The unit shall have a maximum relief pressure of 2000 psi. The unit shall have a hydraulic tank with a minimum capacity of 6 gal.

The cutter wheel system shall be of a direct, gearbox-type drive. The drive shall consist of an upper gearbox with straight bevel gears, attached to a drive shaft with u-joints and a lower gearbox with straight bevel gears.

The unit shall be equipped with a multifunction display that is capable of showing engine status, engine warnings, hour meter, engine speed and other related engine information. The unit is equipped with an engine protection and shutdown feature for high coolant temperature or low engine oil pressure. The unit shall have separate operator presence controls for swing (left/right), forward/backward movement and up/down movement mounted on the control station. The electronic throttle and ignition switch shall be on the control station. The control station shall have an operator viewing window constructed of coated polycarbonate 3/16" thick.

Unit shall have an operator presence system to help enhance operator safety. The control handles shall recognize the presence of the operator's hands. If the operator's hands leave the controls for a short time, the clutch will automatically disengage, the cutter wheel brake will engage. If the operator resumes contact with the handles, the cutter wheel brake will release/cutter wheel clutch engage and operation may resume. The unit shall have three capacitance sensing handles for boom swing (left/right), boom height and cutter wheel tongue extension. Unit shall have a cutter wheel guard that is hinged to float over obstructions and designed to keep the operator from the cutter wheel.

A full set of operator's, maintenance and parts manuals shall be supplied with the machine. A cabled operator's manual printed on water-resistant paper placed in a weathertight storage box shall be provided near the control panel. An operations and safety video shall be supplied with each machine.

SELF-PROPELLED STUMP GRINDER SPECIFICATIONS

Unit shall be a self-propelled rubber tire-type stump cutter between 55 and 60 horsepower, designed to pass through a 36" gate opening. Total machine weight shall not exceed 4000 lbs. The machine shall not exceed 147" (373.4 cm) in length from the leading edge of the cutter wheel guard to the end of the raised chip blade.

The machine shall be no more than 35” wide with the dual wheels removed, and 56” with the dual wheels installed. Machine shall include a wireless remote as specified below.

Machine shall be equipped with three separate control areas.

Engine station/ignition panel shall have an engine key switch, engine throttle and two-position switch for selection of control method (standard swing-out station or auxiliary control station located at front end of machine) or a three-position switch, with optional remote, for selection of control method (standard swing-out station, auxiliary control station located at front end of machine or remote control).

Machine shall have a three-position swing-out control station with; a vertical control console that has cutter wheel drive engagement, SmartSweep adjustment, differential lock, blade raise/lower and a two-speed ground drive switch; as well as a horizontal control console that has steering, propel joystick (forward and reverse), boom raise/lower joystick, boom swing joystick, and propel creep switch.

Machine shall have a fold-up auxiliary control console located at the chip blade end of the machine and shall have propel and steering controls for maneuvering in narrow working conditions.

Machine shall have a wireless remote equipped with forward/reverse propel (up/down) and boom swing (left/right) on the right joystick and steering (left/right) and boom raise/lower (up/down) on the left joystick. The remote shall also be equipped with two buttons for creep forward and creep reverse. The remote shall also include controls for cutter wheel on/off, chip blade up/down, SmartSweep settings, propel high/low, differential locks on/off, engine stop and power on/off.

Units frame shall be constructed of tube and plate. Boom shall be constructed of reinforced tubing. The fuel tank capacity shall be a minimum of 14.5 gallons, constructed of plastic and separated from the main frame. Unit shall be equipped with the battery enclosed in a lockable compartment.

Unit shall be equipped with a minimum of a diesel engine rated between 55 and 60 horsepower. Engine shall be Tier 4F emissions certified. Engine shall be a liquid- cooled, 3-cylinder diesel capable of developing 165 lb-ft. of torque at 1500 rpm.

Unit shall be equipped with weather-resistant sealed connectors. All harnesses shall be secured to the frame or suitable support mechanism to prevent strain on the harness and connectors. Unit shall be equipped with 12 volt battery capable of 950 CCA.

Hydraulic reservoir shall be a minimum of 17 gal and be pressurized to 5 psi Filtration system shall have 100 mesh suction strainers and an absolute rating not to exceed three microns.

Unit shall have a standard full-time four-wheel drive system. Unit shall have four independent drive motors. Unit shall have spring-applied, hydraulically released parking brakes attached to each planetary on the dual wheels. The pump flow shall be divided via proportional valving to supply separate flow for independent control of each wheel assembly. Machine shall also have one switch on the swing-out control station for creep into or away from the stump, or for loading on a trailer. This creep switch shall have a reduced rate of propel speed. Unit shall have variable ground-drive speeds with a maximum of 150 fpm in transport and 100 fpm in creep mode. Unit shall have planetary drives at the rear wheels with bolt on dual wheels. Dual wheels shall be held in place with three bolts for easy removal for accessing narrow passages. Front steering axle shall be of the oscillating type and have a minimum of 15 degrees of pivot in either direction and allow for 8” of vertical wheel travel over obstacles.

Drivetrain shall be a two-stage system that consists of an upper drive that is a hydrostatic closed-loop system connected to the lower drive which is a mechanical driveshaft and lower gearbox. The hydrostatic system shall be an electronically controlled variable pump and fixed motor and shall be engaged with a single switch located on the swing-out control station. The hydrostatic motor shall be connected to a drive shaft with double sealed u-joints and have shock-load protection. The drive shaft shall be connected to the lower gearbox and the gearbox shall have tapered roller bearings. The lower gearbox shall be mounted to the right side of the cutter wheel to provide an unobstructed view of the cutter wheel from the operator's station. The drive shaft and lower gearbox shall be protected by warranty.

Unit shall have a balanced cutter wheel that measures a minimum of 23" in diameter without teeth and 26" in diameter with teeth. Cutter wheel speed shall be variable based on operator input and shall be approximately 1124 rpm at 2600 engine rpm. The cutter wheel shall be equipped with a hydrostatic braking system that slows the cutter wheel to a stop when disengaged from full speed. The cutter wheel shall have 26 indexable teeth with reversible pockets. The same tooth shall fit all pocket types (standard, crossover and straight) and be held in place by a single nut. The cutter wheel shall have a floating guard is designed to keep the operator away from the cutter wheel and aids in chip containment. This guard shall freely move without operator input in relation to the sweeping and plunging action of the cutter wheel. Each unit shall include ONE additional set of pockets and necessary mounting bolts. Each unit shall include TWO additional sets of teeth.

This unit shall be equipped with an engine rpm monitoring system that can automatically adjust the cutter feed rate according to the speed of the engine. This monitoring system shall be adjustable to the operator's needs.

Machine shall have a minimum cutting depth of 25" below ground, 31" above ground and have a minimum cutting width of 72" when measured with wheel edge 5.5" below grade. Machine shall have a chip deck and curtains designed to deflect debris away from the operator and contain chips a volume of at least 28 cubic feet with boom level under the machine.

The unit shall be equipped with a multifunction display that is capable of showing engine status, engine warnings, hour meter, engine speed and other related engine information. The unit is equipped with an engine protection and shutdown feature for high coolant temperature or low engine oil pressure. Automatic shutdown switches shall also be part of the electrical system to shut down the engine in case of low-engine oil pressure or high-engine coolant temperature. The unit shall have separate operator presence controls for swing (left/right) and up/down movement mounted on the control station. The electronic throttle and ignition switch shall be on the control station. The control station shall have an operator viewing window constructed of coated polycarbonate 3/16" thick. The unit shall have an enclosed lockable battery compartment.

Unit shall have an operator presence system to help enhance operator safety. The control handles shall recognize the presence of the operator's hands. If the operator's hands leave the controls for a short time, the clutch will automatically disengage, the cutter wheel brake will engage. If the operator resumes contact with the handles, the cutter wheel brake will release/cutter wheel clutch engage and operation may resume. The unit shall have three capacitance sensing handles for boom swing (left/right), boom height and cutter wheel tongue extension. Unit shall have a cutter wheel guard that is hinged to float over obstructions and designed to keep the operator from the cutter wheel.

Unit shall include operators, maintenance and parts manuals, and operation and safety video. Attached inside a lockable weather-resistant enclosure attached to the unit shall be an operator's manual printed on weather-resistant paper.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: _____
- 2. WHEN ORGANIZED: _____
- 3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
- 4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

City of Newton



Purchasing Department
Nicholas Read *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Mayor
Setti D. Warren

Date

Vendor

Re: Debarment Letter for Invitation For Bid #17-32

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

PHONE _____ FAX _____
EMAIL _____

Signature

Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶	Name
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

The following Terms and Conditions shall apply, if and to the extent applicable:

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City, as specified on the Purchase Order.
3. No charges will be allowed for packing, crating, freight, express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Vendor shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Chief Procurement Officer. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
13. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

15. Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated July 1995 Applicable to all contract in excess of \$10,000.00 A copy of this plan is on file at the City of Newton, Purchasing Dept. This paragraph applies to City of Newton purchases only.
16. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.
17. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name: _____

Date: _____

OR

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

- * The provision in this Certification relating to child support applies only when the Contractor is an individual.
- ** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.
- *** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.