



TOWN CANTON

REQUEST FOR PROPOSALS FOR PURCHASE OF ONE 1.5 - 2 TON VIBRATORY ROLLER

RESPONSES DUE: February 18, 2015 at 2:00 p.m.

GENERAL INFORMATION

The Town of Canton is soliciting bids for the above named project. These Standard Instructions to Bidders are a part of the bid package for the Purchase of one 1.5 - 2 Ton Vibratory Roller for the Town of Canton, Department of Public Works. The roller is intended to be used for general purpose roadway repairs and maintenance work.

The roller is expected to be delivered within 60 days of bid approval.

SELECTION CRITERIA

Proposals will be reviewed and analyzed based on the following criteria:

- ✓ Cost of Roller.
- ✓ Respondent's completion of all RFP requirements.
- ✓ Respondent's ability to meet the Town's needs regarding timeliness of delivery.

GENERAL CONDITIONS AND INSTRUCTIONS

Disclaimer: This Request for Proposals (hereinafter, "RFP") is not a contract offer.

Proposal Submittals: Proposals must be received at the Office of the Chief Administrative Officer no later than February 18, 2015 at 2:00 p.m. EST. Respondents must submit one original and one copy. Proposals may not be provided by electronic mail or facsimile. Proposals must be hand delivered or mailed to:

Office of the CAO
Reference "1.5 - 2 Ton Vibratory Roller RFP"
4 Market Street
P.O. Box 168
Collinsville, CT 06022-0168

Questions about Proposal Requirements: Respondents with questions regarding this RFP may contact the following individual by email only:

Robert Martin, DPW Director
rmartin@townofcantonct.org

Addendums: Addendum(s) to the RFP may be issued by the Town. When issued, addendum(s) will be posted on the Town's website under the "Request for Proposals" link. It is the respondent's responsibility to check to see if RFP addendum(s) have been issued by the Town and to ensure that its proposal addresses all addendum(s).

Proposal Package Form: All proposals shall be typed or printed in ink and be clearly legible. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal, or the party's authorized representative.

Late Proposals: Proposals received after the deadline for submission shall be rejected and not considered.

Exceptions to RFP: Any and all exceptions of the respondent(s) to the terms and specifications of this RFP shall be made in writing, clearly marked as an exception and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. The Town reserves the right to reject proposals which contain exceptions that the Town deems to be unacceptable.

Review of Proposals: The Town reserves the right to waive informalities, non-material defects, or clerical errors in any proposal. The Town also reserves the right to reject any and all proposals, or any part of a proposal, when said action is deemed to be in the best interest of the Town. The Town reserves the right to negotiate with one or more respondents as it sees fit. Proposals will be evaluated based on what is in the best interests of the Town. Cost may not be the sole factor in evaluating proposals. No contract rights shall accrue to a respondent unless and until the Town and the respondent execute a binding contract.

Proposal Costs: All costs incurred in the preparation of the proposals will be borne entirely by the individual/ firm submitter.

Ownership of Proposals: All proposals submitted become property of the Town.

Freedom of Information: All proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

Period Commitment: Proposals shall be final and binding and may not be withdrawn or amended for 60 days from the date and time when proposals are due.

Irrevocability of Proposals: Respondent(s) may amend or withdraw their proposals prior to this RFP's due date and time by submitting a clear and detailed written

notice to the Town. Subject to the Period Commitment provision detailed herein, all proposals become irrevocable after the date and time they are due.

Assignment and/or Subcontracting by Selected Respondents: Assignment and/or subcontracting by successful respondent(s) to third party of any contract based on the Request for Proposal or any monies due is prohibited and shall not be recognized by the Town unless approved by the Town in writing.

Collusion: Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person responsible for said misrepresentation or collusion. In the event that the Town enters into a contract with any respondent who is responsible for a misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty, or damages.

Defense and Indemnification: Any person contracting with the Town must, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Town and its agents and employees from and against all claims, damage, loss or expense including reasonable attorney's fees arising out of or resulting from the performance of the contract. Selected respondents shall pay any and all attorneys' fees incurred by the Town, its agents, or its employees, in enforcing any of the selected respondent's defense or indemnification obligations. In any and all claims against the Town, or any of its agents or employees, by any employee of a selected respondent, or anyone directly or indirectly employed by a selected respondent, or anyone for whose acts a selected respondent is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or a selected respondent under Workers' Compensation Acts, disability benefits acts, or other employee benefits acts.

Conflict of Interest: By submitting a proposal the respondent certifies that no officer, agent or employee of the Town who has a pecuniary interest in this request for proposal neither has nor shall participate in the contract negotiations on the part of the Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other respondent of the same call for proposals, and that the respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm. Respondents must fully disclose, in writing to the Town on or before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the respondent were to become a contracting party pursuant to this RFP. The Town shall review any submissions by respondents under this provision and may reject any proposals where, in the opinion of the Town, the respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the respondent were to become a contracting party pursuant to this RFP.

Local Bidder Preference: Pursuant to Town Policy entitled "Local Bidder Preference" any bidder with a bona fide principal place of business within the Town of Canton ("Town Based Resident Bidder") shall be awarded the bid if the Town Based Resident Bidder submits a qualified bid which is not more than 10% greater than the lowest responsible bid and agrees to accept the bid amount of the lowest responsible bidder. In order to be considered a Town Based Resident Bidder the

entity bidding must complete a Local Preference Affidavit and submit proof of principal place of business. A copy of the affidavit along with the Local Bidder Preference policy is attached hereto.

Rejection: The right is reserved to reject any and all, or any part thereof, of all bids or proposal when such action is deemed in the best interest of the Town.

Product Delivery: Selected Respondent shall deliver the finished product at its own cost to the Town Highway Garage located at 51 Old River Road, Collinsville, CT 06022.

BID FORM
Town of Canton
Purchase of One 1.5 - 2 Ton Vibratory Roller
Collinsville, CT 06022

BID of _____ (here in after called "BIDDER"), a corporation or limited liability company, organized and existing under the laws of the State of _____, a partnership, or an individual doing business as: _____
*

*Insert the Corporation, Limited Liability Company, Partnership, or Individual name as applicable. Cross out non-applicable types.

SUMMARY BASE BID AND AMOUNT:

The total BASE BID price for the item: **1.5 - 2 TON VIBRATORY ROLLER:**

\$ _____.

_____ (written words)

Make: _____

Model: _____

STANDARD WARRANTIES:

Base Vehicle:

Drive: _____

OPTIONS:

- | | |
|-----------------------------------|--------------|
| 1. Working Lights front and Rear | ADD \$ _____ |
| 2. Strobe Light – mounted on ROPS | ADD \$ _____ |

The BIDDER, in compliance with the Advertisement for BIDS for the below designated project, states that it has thoroughly examined and understands the terms and provisions of the Agreement Documents. Based upon those examinations and that understanding, the BIDDER hereby proposes to perform all work, furnish all labor, materials, equipment, supplies and anything else required or necessary in order to construct the complete 1.5 - 2 ton vibratory roller in strict accordance with the agreement documents, within the time set forth hereinafter and for the prices stated above. Prices cover all expenses incurred in performing the work that is required by the contract documents of which this BID is a part.

The BIDDER has responded to and completely filled in all required spaces in the BID document, and obtained the necessary notary public signature where so required.

This BID Respectfully Submitted by:

IF A SOLELY OWNED COMPANY:

Company Name _____
Address _____
Town _____
By _____
(Authorized Signature)
Title _____ Date _____

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A company organized under the laws of _____, composed of officers as follows:

President Secretary

Vice President Treasurer

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of

_____,
Composed of partners as follows:

Name & Title (if any)

This Bid must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability company, the Bid must be signed by a duly authorized officer of such corporation or limited liability company.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____, County of _____,
being first duly sworn, disposes and says that:

- 1. He/she is the owner, officer, representative or agent of:
_____ the BIDDER that has submitted the attached BID;
- 2. The attached BID is genuine; it is not a collusive or sham BID;
- 3. He/she is fully informed respecting the preparation, and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID;
- 4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in connection with the AGREEMENT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID prices or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Canton or any other person interested in the proposed AGREEMENT.
- 5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- 6. That no elected or appointed official or other officer or employee of the Town of Canton, who is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____
(Name of Bidder)

Subscribed and sworn to before me this

_____ day of _____, 2015

Title

My Commission expires: _____, 20____

LOCAL BIDDER PREFERENCE POLICY

On any item, project or service which value exceeds \$7,500 or which is advertised through a competitive bid process and in which there is a qualified Town Based Resident Bidder, the lowest responsible bidder shall be determined in the following order:

1. A Town Based Resident Bidder which has submitted a bid not more than 10% higher than the lowest responsible bid may be awarded the bid provided such Town Based Resident Bidder agrees to accept the award of the bid at the amount of the lowest responsible bidder.

2. If more than one Town Based Resident Bidder has submitted a bid not more than 10% higher than the lowest responsible bid, the lowest responsible bidder shall be the Town Based Resident Bidder which submitted the lowest bid.

3. Otherwise, the award will go to the lowest responsible bidder who would qualify if there were no Town Based Resident Bidder.

Any local vendor meeting the requirements of a Town Based Resident Bidder, as defined below, responding to the solicitation shall be required to submit a signed Local Bidder Affidavit Form with the bid submittal. Failure to submit an affidavit form, may at the option of the Town, result in disqualification as a local vendor and ineligibility for contract award.

The term "Town Based Resident Bidder" shall mean any business with a principal place of business located within the Town of Canton. A business shall not be considered to be a Town Based Resident Bidder unless evidence to establish that such business has a bona fide principal place of business in Canton is included with each bid submitted by the business. Such evidence may include documentation of ownership, or a long-term lease of the real estate from which the principal place of business is operated or payment of property taxes on the personal property of the business to be used in the performance of the bid.

The Local Bidder Preference process shall not apply under the following circumstances:

1) Professional services contracts which are awarded on subjective criteria in addition to cost.

2) Contracts using state, federal or other funds that have regulations disallowing such practice.

3) If the qualified Town Based Resident Bidder is not current in the payment of all local taxes.

4) Bids made through regional organizations or state agencies such as state contracts, CRCOG or CIRMA, when the product or services offered have already been selected through a competitive process.

5) Bids received through a reverse auction process.

END OF SECTION

**PURCHASE OF ONE 1.5 - 2 TON VIBRATORY ROLLER AGREEMENT
TOWN OF CANTON**

THIS AGREEMENT made this ____ day of _____ 2015, by and between the TOWN OF CANTON, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter "Town"), and _____ of the Town of _____, and the State of _____ (hereinafter "Vendor").

WITNESSETH

WHEREAS, the Town has issued a Request for Proposals to purchase a 1.5 - 2 ton vibratory roller (the "RFP"), as more fully described in the RFP;

WHEREAS, Vendor submitted a proposal to the Town dated _____(the "Proposal");

WHEREAS, the Town has selected Vendor to sell the previously described a 1.5 - 2 ton vibratory roller (the "Roller"); and

WHEREAS, the Town and the Vendor desire to enter into a formal contract for the purchase of the Roller;

NOW THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General – The Vendor hereby agrees to sell the Roller as described more fully in the RFP and Proposal, including any amendments to said Proposal, attached hereto as exhibits and made a part hereof as though fully set forth herein. The Town hereby agrees to purchase the Roller. The Vendor agrees to all the terms and conditions set forth in the RFP, the Proposal and this Agreement.

2. Purchase Price – The purchase price for the Roller shall be \$ _____. The purchase price may be increased or decreased by written change orders signed by authorized representatives of the Town and the Vendor. The Town is exempt from the payment of federal excise taxes and state sales tax.

3. Inspection, Delivery and Acceptance – The Vendor shall deliver the Roller to the Town of Canton Highway Garage, located at 50 Old River Road, Collinsville, CT no later than 60 days after the execution of this agreement.

4. Warranty – All parts, equipment and supplies shall be covered by the manufacturer's standard warranty and the warranties specified in Vendor's Proposal and as required by the RFP.

5. Payment of Purchase Price – The Town shall pay the Vendor the purchase price within thirty (30) days of acceptance of the Tractor. The Town's payment shall be in the form of a check made payable to the Vendor.

6. No Misrepresentations or Omissions – No representation, warranty or statement of the Vendor in the Proposal or this Agreement, including the exhibits hereto, or any document furnished pursuant thereto, contains or will contain any untrue statement of a material fact, or omits or will omit

to state a material fact required to be stated to make the statements contained therein not misleading in any material respect.

7. Right to Terminate – Upon the failure of the Vendor to comply with any of the terms or conditions of this Agreement, the Town shall have the right to cancel the Agreement. Further, the Town may terminate all or a portion of this Agreement for its convenience and without cause.

8. Amendments – This Agreement may not be altered or amended, except by written agreement of the parties.

9. Entire Agreement – It is expressly understood and agreed that this Agreement states the entire Agreement between the parties and that the parties are not and shall not be bound by any stipulations, representations, agreement or promises, oral or otherwise, not printed or inserted in this Agreement or attached hereto as exhibits.

10. Validity – The invalidity of one or more of the phrases, sentences and clauses contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.

11. Connecticut Law and Courts – This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of this Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

12. Compliance with Laws – The Vendor shall comply with all federal, state and local laws and regulations governing the scope of this Agreement, including without limitation health, safety and environmental requirements, whether or not such laws and regulations are fully and properly reflected in this Agreement or the exhibits attached hereto.

13. No Assignment – The Vendor shall not subcontract, transfer or assign its obligations under this Agreement or any portion thereof without the Town’s prior written consent.

14. Execution – This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract this ____day of _____, 2015.

(Name of Vendor)

TOWN OF CANTON, CONNECTICUT

By:
Its:
Duly Authorized

By: Robert Skinner
Its: Chief Administrative Officer
Duly Authorized

**GENERAL SPECIFICATIONS
PURCHASE OF ONE 1.5 - 2 TON VIBRATORY ROLLER
TOWN OF CANTON**

I. INTENT

The intent of these specifications is to purchase one 1.5 - 2 Ton Vibratory Roller to be delivered to the Town of Canton, Department of Public Works, complete and operational. The Proposer must deliver the roller within 60 days of contract execution. A \$50.00 per day late fee will be accessed against the purchase price for each day late with the total not to exceed 2.5% of purchase price.

II. SCOPE OF SERVICES

One (1) set of Manufacturer's specifications for each part of the specification package are to accompany each bid. These specifications will be evaluated to determine whether the components bid is equivalent to the items specified within. **Bidder shall note, in writing, any deviations from these specifications set forth. Merely providing literature is not sufficient and may be just cause for rejection of a bid.**

The warranty period shall also be submitted on the Bid Form.

The 1.5 - 2 ton vibratory roller and related equipment must meet all Federal and State regulations as well as OSHA regulations and be so certified. The dealer shall provide caution labels, decals and any warnings deemed necessary.

The Contractor shall supply all manufacturers' equipment and technical advice necessary for the proper operation of the 1.5 - 2 ton vibratory roller and related equipment. The Contractor must further supply all technical (parts and service) manuals or CD-ROM for: the engine drive and standard equipment for the unit proposed.

An adequate supply of replacement parts shall be available within a twenty-five (25) mile radius of the Canton Highway Department. Dealers Emergency Response Plan shall also be provided with their proposal as well as their hours of operation for parts and service.

The 1.5 - 2 ton vibratory roller shall meet or exceed the following minimum specifications. Any deviation(s) MUST be clearly listed and explained on a separate sheet of paper.

	COMPLY	
	YES	NO
<u>General:</u>		
Roller shall be a new current year model	_____	_____
<u>Engine Drive Equipment:</u>		
Engine manufacturer.....Honda	_____	_____
Type.....GX610	_____	_____
Cooling – cylinders.....Air	_____	_____
Number of cylinders.....Two	_____	_____

COMPLY
YES NO

Engine Drive Equipment Continued:

Performance.....SAE J 1349	_____	_____
Speed rpm (min-1).....3100	_____	_____
Electric Equipment – V.....12	_____	_____
Drive System.....hydrostatic	_____	_____
Drum Driven.....front & rear (Series)	_____	_____

Weights:

Operating Weight lbs.....2400	_____	_____
Average axle load lbs.....1200	_____	_____
Average static linear load CECE pli.....28/41	_____	_____

Driving Characteristics (depending on site conditions):

Speed (with vibration) mph.....0-2	_____	_____
Speed (for transport) mph.....0-5	_____	_____
Max. gradeability without/with vibration %.....30	_____	_____

Brakes:

Service brake.....hydrostatic	_____	_____
Parking brake.....mechanical	_____	_____

Steering:

Steering system.....oscillating, articulating	_____	_____
Steering method.....hydrostatic	_____	_____

Vibratory System:

Vibrating drum.....front	_____	_____
Drive system.....hydrostatic	_____	_____
Frequency vpm.....3900	_____	_____
Centrifugal force (front drum) lbs.....3350	_____	_____

Water Spray System:

Type of water spray system.....pressurized	_____	_____
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COMPLY
YES NO

Capacities:

Fuel gal.....6

Water gal.....26

Safety:

Foldable ROPS

Retractable seat belt

Back-up alarm

Emergency stop button

Safety triangle

**END OF GENERAL 1.5 - 2 TON VIBRATORY ROLLER EQUIPMENT SPECIFICATIONS FOR
BIDDERS**