TOWN OF WARRENTON, VIRGINIA

REQUEST FOR PROPOSAL – FOUR WHEEL DRIVE BACKHOE LOADER

RFP #: 12-006 **Closing Date: August 30, 2011 at 4 PM**

ALL PROPOSALS MUST BE RECEIVED BY THE CLOSING DATE AND TIME TO BE CONSIDERED

One (1) original and (1) copy of each proposal, including any attachment, shall be mailed or delivered to:

Town of Warrenton
Purchasing Agent
18 Court Street
Warrenton, VA 20186

All inquiries for information regarding procurement procedures, selection criteria, proposal submission requirements, or other fiscal/administrative concerns shall be directed to:

Purchasing Agent	Phone:	540-347-1102
18 Court Street	Fax:	540-349-2414
Warrenton, VA 20186	e-mail:	staff@warrentonva.gov

For technical information relating to this RFP, please contact:

Chris Bogert		
Assistant Director, Public Works & Utilities	Phone:	540-347-1858
360 Falmouth Street	Fax:	540-349-8339
Warrenton, VA 20186	e-mail:	cbogert@warrentonva.gov

In compliance with this Request For Proposal and all the conditions imposed herein, the undersigned offers and agrees to furnish the goods in accordance with the signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address: _____ Phone #:_____

_____ Fax #:_____

_____ Date: _____

Submitted by:_____ FEIN/SSN:_____
PRINTED NAME

_____ E-Mail_____
SIGNATURE

CERTIFICATION PAGE

RETURN THIS PAGE WITH PROPOSAL SUBMISSION

TOWN OF WARRENTON, VIRGINIA

REQUEST FOR PROPOSAL – FOUR WHEEL DRIVE BACKHOE LOADER

RFP #: 12-006 **Closing Date: August 30, 2011 at 4 PM**

ALL PROPOSALS MUST BE RECEIVED BY THE CLOSING DATE AND TIME TO BE CONSIDERED

The Town of Warrenton is currently seeking proposals from qualified vendors to provide and deliver a Four Wheel Drive Backhoe Loader.

The following Special Terms and Conditions shall govern this purchase:

1. A list of specifications is attached as **EXHIBIT A.**

2. The RFP shall be for FOB destination Warrenton, Virginia. Delivery of all materials must be between the hours of 8:00 A.M. and 4:00 P.M. local time to the Town of Warrenton Public Works Facility, 360 Falmouth Street Warrenton, VA 20186.

3. The General Terms & Conditions - Goods **EXHIBIT C** shall govern this purchase.

4. Payment terms are net, 30 days from date of invoice or approval of invoice by the Department Head, whichever is later. The Town anticipates the approval of invoices to be the date of delivery.

5. If an alternate design is proposed, then list all the proposed equipment specifications and fill out the Technical specification checklist and set a date for a demonstration. All Proposals must be signed and sealed in envelopes plainly marked on the outside, "**SEALED PROPOSAL RFP #12-006 FOR BACKHOE LOADER CLOSING DATE AUGUST 30, 2011 at 4 PM"** and shall be delivered to the Purchasing Agent at 18 Court Street, Warrenton, VA 20186.

PROPOSALS MUST INCLUDE:

1. Certification Page

2. Technical Specifications Checklist

3. Technical specifications, if alternate to John Deere 710J Backhoe Loader

4. **EXHIBIT B** - Price Sheet

Proposals will be evaluated by committee on the criteria stated.

TOWN OF WARRENTON, VIRGINIA

REQUEST FOR PROPOSAL – FOUR WHEEL DRIVE BACKHOE LOADER

RFP #: 12-006 **Closing Date: August 30, 2011 at 4 PM**

ALL PROPOSALS MUST BE RECEIVED BY THE CLOSING DATE AND TIME TO BE CONSIDERED

EXHIBIT A

TECHNICAL SPECIFICATIONS

Rubber Tire Four Wheel Drive Backhoe Loader

Model:	John Deere 710J (or equal) 4WD Rubber Tire Backhoe Loader.
Alternator:	90 Amp (minimum).
Air Cleaner:	Dual-stage dry type with safety element and evacuator valve.
Axle, Front:	Mechanical Limited Slip Front Wheel Drive.
Axle, Rear:	Hydraulic locking differential.
Backhoe:	Extendable dipper stick, with 7 function hydraulics which includes 6th function for cylinder actuated attachments (two way valve), selective flow control valve (9, 13, 16, 18, 22, 26, 30, and 35 gpm) (one way valve), 1000-3000 PSI adjustable, flow control aux. plumbing (includes foot pedal) for Wain/Roy Swinger.
Loader:	Quick Coupler with 3 Function Hydraulics 2 Lever.
Battery:	Dual, Heavy-Duty, 1,900 CCA (minimum).
Brakes:	Full power, hydraulic wet disc, mounted inboard, self-adjusting and self-equalizing; Parking/emergency brake shall be automatic spring applied, hydraulically released, wet, multi-disc, independent of service brakes with electric switch control.
Breakout Force:	15,960 lbs. (min), with manufacturers 1.375 cu. yd. Multi-purpose coupler bucket.(4 in 1 bucket)
Loader Bucket:	Heavy-Duty, Excavating, Multi-purpose 1.375 cubic yard capacity, 96” (approx.) width, with bolt on cutting edge and two built-in lift loops.
Cab:	Fully enclosed, with tinted safety glass.
Cab accessories:	Dual door, pressurized cab with factory installed air conditioner. Windshield defroster, tilt steering (infinitely adjustable), sun visor, front and rear side windows; windshield wipers (front and rear); front windshield washer. Headliner, interior rear view mirror; dome light; AM/FM/WB radio; heater, (6) 35,200 candle-power halogen work lights.
Dump Height:	115” at 45 degree full height (min.).
Engine:	Diesel, 6-cylinder, wet sleeved, 6.8L (414 cid), turbocharged, 126 HP (net rated), certified to EPA Tier 3 emissions, and shall be designed and built by the loader manufacturer.
Hydraulic System:	Axial-piston pump, pressure-compensating load sensing system; 52 gpm @ 2,200 rpm. Unit shall also come with Ride control system automatic with monitor controlled speed settings. Two-lever Pilot controls to operate backhoe.
Lights:	360 degree lighting: 4 in front, 4 in rear, 2 side docking halogen lights, 35,200 candlepower each. 2 front and rear signal/flashing, 2 rear stop and tail, 2 rear reflectors.
Roll Over	

Protection: Required, OSHA approved.

Seat: Deluxe high back air suspension adjustable with armrest.

Seat Belt: Required with retractors.

Steering: Hydrostatic power steering with emergency manual mode.

Tires: Front – 15 – 19.5
Rear - 21L – 28

Transmission: 4 Speed, helical-cut gears, full Powershift with hydraulic reverser standard, electric clutch cutoff on loader lever.

Other Equipment:

- Antifreeze to minus 34 degrees F
- Horn
- Three Tine Manual Thumb
- Electronic back-up alarm
- Loader Quick Coupler
- Diagnostic Oil Sampling Ports
- Environmental oil drains
- 12 volt system
- Ride Control
- Fire Extinguisher
- Beacon Light
- Wain/Roy swinger
- 24” QC Tooth Bucket
- 60” QC smooth grading Bucket
- 60” Carriage with 48” tines QC Forks
- Chrome Stack
- Ether Start Aid
- Front View Mirror
- Reversible stabilizer pads
- Loader z-bar linkage
- 1630 lbs. front counterweight
- Dual Battery Disconnect
- Cooling Fan with Enclosed Safety Fan Guard
- Tilt Steering
- Left and front access slip-resistant steps and ergonomically located handholds
- Reverse warning alarm switchable to 97 DBA
- Ground level fueling
- Rotary hand throttle, suspended foot throttle
- By-pass start safety cover on starter
- Positive terminal battery covers jump start post
- Tilt hood with two service positions

General

The 4-Wheel Drive Backhoe Loader furnished under these specifications shall be manufacturer's latest current production with all standard equipment unless otherwise indicated.

Dealership: The supplier/manufacturer of the unit who is considered for selection shall, operate a fully staffed OEM parts and service facility within 50 miles of the Town of Warrenton shop located at 360 Falmouth St., Warrenton VA, 20186. The Town reserves the right to tour the supplier/manufacturer facility to determine if the facility can support product being offered.

Demonstration: The supplier/manufacturer of the unit who is considered for selection shall, at the request of the Town of Warrenton, demonstrate the unit at a location agreeable to the Town in the presence of a Town representative(s) to prove out any features, which may be in question. Failure of the demonstration machine to meet Town of Warrenton requirements may be adjudged as nonconformance to the specifications described herein.

Manuals: Two complete sets of parts, service, and operators manuals required.

Training: Upon delivery a representative from the supplying dealership will orient and train the Town employees in the operation and maintenance until the trainer and Town employees are confident that they fully comprehend operation and maintenance of the equipment.

Warranty: 5 years, or 3000 hours, minimum Powertrain & Hydraulic Warranty.

Applicable Laws: The equipment and all components shall meet all State of Virginia and Federal Requirements.

Successful bidder shall deliver equipment to the Town of Warrenton, 360 Falmouth Street, Warrenton, VA 20186.

The Evaluation Criteria will be:

_____Ability to meet the specifications as stated in **EXHIBIT A** and the needs of the town.

_____Proposal Price.

_____Company support: Location and size of supplier/manufacturer.

_____Warranty

_____Delivery

Technical Specification Checklist

		BACKHOE
yes ___	no ___	The lift capacity at ground level with Extendable dipperstick shall be no less than 3037 lb. (1378 kg).
yes ___	no ___	The lift capacity at full height with Extendable dipperstick extended shall be no less than 2434 lbs. (1104 kg) Figures listed SAE J31 are 87% of maximum lift force.
yes ___	no ___	Extendible dipperstick shall extend no less than 4 ft 6 in (1.37 m).
yes ___	no ___	Digging depth with extendable dipperstick extended shall be no less than 22 ft. 4 in. (6.81 m).
___	no ___	The swing lock pin shall be stored in the operator's station.
yes ___	no ___	The stabilizer valve will be two directional, anti-drift.
yes ___	no ___	The stabilizer shall have reversible pads.
yes ___	no ___	The backhoe boom design shall be a power curve for loading into the center of the truckbed.
yes ___	no ___	The backhoe boom shall be an hourglass shape for maximum strength and optimized visibility to the work tool.
yes ___	no ___	Digging force with standard backhoe, bucket cylinder shall be at least 17,000 lb. (75.6 kN)
yes ___	no ___	The backhoe shall be equipped with a rubber bumper/linkage style boom locks to keep the backhoe from vibrating on the swing frame.
yes ___	no ___	The swing casting shall have dual yokes: on top and on the bottom.
		LOADER
yes ___	no ___	Lift capacity with 1.375 cu yd (1.05 m3) Multipurpose bucket at full height shall be at least 8,732 lbs. (3964 kg).(4 in 1 bucket)
yes ___	no ___	Dump clearance with bucket at 45 deg. Shall be no less than 9 ft. 7 in. (2.92 m).
yes ___	no ___	Digging depth below ground, 1,375 cu yd (1.05 m3) Multipurpose bucket level shall be no less than 3.2 in. (81 mm)
yes ___	no ___	Bucket breakout force shall be no less than 15,960 lb. (69.1 kN).
yes ___	no ___	The loader shall have hydraulic self-leveling and bucket-level indicator.
yes ___	no ___	The loader shall have divergent loader arms for excellent visibility to the bucket.
yes ___	no ___	For truck loading, the loader arms will have a high-knee design.
yes ___	no ___	The loader control will be single-lever with electric clutch cutoff switch.
yes ___	no ___	The loader shall have a non-removable, hinged loader boom service lock.
		OTHER EQUIPMENT
yes ___	no ___	Ride Control
yes ___	no ___	Three Tine Manual Thumb
yes ___	no ___	Loader Quick Coupler
yes ___	no ___	60" Carriage 48" tines Quick Connect Forks
yes ___	no ___	Oil Sample Ports
yes ___	no ___	Wain/Roy Hydraulic Swinger

yes ___	no ___	24" Quick Connect Digging Bucket
yes ___	no ___	60" Quick Connect Grading Bucket
yes ___	no ___	Fire Extinguisher
yes ___	no ___	Two lever pilot controls with pattern selection in cab
yes ___	no ___	Two sets of parts, service, operator manuals
yes ___	no ___	Air Suspension seat, Fabric
yes ___	no ___	Cab: A/C, Radio, and Dual Doors
yes ___	no ___	Chrome Stack
yes ___	no ___	Ether Start Aid
yes ___	no ___	Beacon Lights
yes ___	no ___	Dual Battery Disconnect
yes ___	no ___	Reversible stabilizer pads
yes ___	no ___	Environmental Drain drains

TOWN OF WARRENTON, VIRGINIA

REQUEST FOR PROPOSAL – FOUR WHEEL DRIVE BACKHOE LOADER

RFP #: 12-006 **Closing Date: August 30, 2011 at 4 PM**

ALL PROPOSALS MUST BE RECEIVED BY THE CLOSING DATE AND TIME TO BE CONSIDERED

EXHIBIT B – PRICE SHEET

Proposal Price to deliver a Four Wheel Drive Backhoe Loader to the Town of Warrenton. The price includes all warranties, delivery fees, registrations, etc.

$_____

Terms: (Please identify any discounts offered for prompt payment, etc.)

_____

Company Name	Representative Name
Address	Title
City State Zip	Signature
Federal ID #	Phone Number
Fax Number	Email Address

TOWN OF WARRENTON, VIRGINIA

REQUEST FOR PROPOSAL – FOUR WHEEL DRIVE BACKHOE LOADER

RFP #: 12-006 **Closing Date: August 30, 2011 at 2PM**

ALL PROPOSALS MUST BE RECEIVED BY THE CLOSING DATE AND TIME TO BE CONSIDERED

EXHIBIT C

GENERAL TERMS AND CONDITIONS - GOODS

1. MANDATORY USE OF TOWN FORMS, TERMS AND CONDITIONS

Failure to submit a bid/proposal on the official Town form provided shall be a cause for rejection of the bid/proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, the Town reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid/proposal as nonresponsive.

2. PRECEDENCE OF TERMS

In case of a conflict between the General Terms and Conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.

3. CLARIFICATION OF TERMS

If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Purchasing Agent or the Department Head whose name appears on the face of the solicitation by five days before the bid opening date. Any revisions to the solicitation will be made only by a written addendum issued by the Purchasing Agent.

4. BRAND NAME OR EQUAL

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturing name, but conveys the general style, type, character and quality of the article needed. Any article that the Town, in its sole discretion, determines to be equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible for clearly and specifically showing that the product being offered, by providing specific descriptive literature, catalog cuts and technical details, to enable the Town to decide whether the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified.

Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation process. Failure to furnish adequate data for evaluation purposes may result in the Town declaring the bid nonresponsive. Unless the bidder/offeror clearly shows

in his bid/proposal that the product being offered is an equal product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

5. TRANSPORTATION AND PACKAGING

By submitting a bid/proposal, all bidders/offerors certify and warrant that the price offered for FOB Destination includes only the actual freight costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with the purchase order number, commodity description and quantity.

6. TESTING AND INSPECTION

The Town reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.

7. PAYMENT TERMS

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after receipt of an invoice, or acceptance of the goods by the Town of Warrenton, whichever occurs later. This shall not affect offers of discounts for payment in less than 30 days, however.

8. INVOICES

Invoices for the seller shall submit items ordered, delivered and accepted direct to the payment address shown on the purchase order/contract. All invoices shall show the Town=s contract number and/or purchase order number.

1. TAXES

Sales to the Town of Warrenton are exempt from state and local sales taxes. State sales and use tax certificates of exemptions will be issued upon request.

10. DEFAULT

In case of failure to deliver goods or services according to the contract terms and conditions, the Town, after due oral or written notice, may obtain them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be beyond any other remedies that the Town may have.

11. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.

12. ANTITRUST

By entering into a contract, the bidder/offeror conveys, sells, assigns and transfers to the Town of Warrenton all rights, title and interest in and to all causes of the action it may now have or

hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating to the particular goods or services purchased or acquired by the Town of Warrenton under said contract.

13. ETHICS IN PUBLIC CONTRACTING

By submitting a bid/proposal, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor about their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

14. ANTI-DISCRIMINATION

By submitting a bid/proposal all bidders/offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act that provides:

In every contract more than $10,000, the provisions in A and B below apply:

A. During the performance of this contract, the contractor agrees as follows:

The Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the seller. The seller agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The seller, in all solicitations or advertisements for employees placed by or for the seller, will state that such sellers are equal opportunity employers.

Notices, advertisements and solicitations placed according to federal law, rule or regulation shall be deemed sufficient for meeting the requirements of this section.

B. The seller will include the provisions of A above in every subcontract or purchase order more than $10,000, so that the provisions will be binding upon each subcontractor or vendor.

15. INDEMNIFICATION

Sellers agree to indemnify, defend and hold harmless the Town of Warrenton, its officers, agents and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any materials, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the Town or to the failure of the Town to use the materials, goods or equipment in the manner already and permanently described by the seller of the materials, goods or equipment delivered.

16. DEBARMENT STATUS

By submitting a bid/proposal, all bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Town of Warrenton, nor are they an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by the Town of Warrenton.

17. APPLICABLE LAW AND COURTS

Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The seller shall comply with applicable federal, state and local laws and regulations.

18. QUALIFICATIONS OF BIDDERS/OFFERORS

The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the work or furnish the item(s) and the bidder/offer shall furnish the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the bidder's/offeror's physical plant prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Town further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fail to satisfy the Town that such bidder/offeror is properly qualified to carry out the obligations of the contract and to complete the work or furnish the item(s) contemplated therein.

19. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

The Town of Warrenton is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990.

Specifically, the Town of Warrenton, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 §504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 §504.