

**Town of Barnstable**  
**Department of Public Works**  
**Highway Division**

**Request for Proposal**

**For**

**UP TO TWO (2) USED “SNOW FIGHTER” TRUCKS**



**Issued: October 22, 2015**

**Contact: Johanna Boucher, Chief Procurement Officer (508) 862-4741**

**Submit questions to: [Johanna.boucher@town.barnstable.ma.us](mailto:Johanna.boucher@town.barnstable.ma.us)**

**RFP Due date: No later than November 12, 2015, 2 pm**

**Town of Barnstable, 230 South Street, 3<sup>rd</sup> Floor, J. Boucher, Hyannis, MA 02601**

All potential Proposers are required to be registered on the Town of Barnstable Proposal & RFP System at [www.town.barnstable.ma.us](http://www.town.barnstable.ma.us). This document and any addenda thereto are issued electronically only. It is the responsibility of every Proposer who receives this Proposal document and all associated documents to check the Town of Barnstable Proposal & RFP System for any addenda or modification to this solicitation, if they intend to respond. The Town of Barnstable accepts no liability to provide accommodation to Proposers who submit a response based upon an out of date solicitation document or documents obtained from a source other than the Town. Proposers may not alter (manually or electronically) the Proposal language or any Proposal documents. Unauthorized modifications to the body of the Proposal, specifications, terms or conditions, or which change the intent of this Proposal are prohibited and may disqualify a response.

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**SECTION I. INTRODUCTION AND BACKGROUND**

The Chief Procurement Officer for the Town of Barnstable, on behalf of the Director of Public Works, is soliciting proposals for the following used heavy duty trucks as follows:

- 1. 10 Wheel “Snow Fighter” Truck
- 2. 6 Wheel “Snow Fighter” Truck

The Town wishes to purchase two used “Snow Fighter” trucks and will purchase one or the other above or a combination of the two. The Town may award up to two (2) contracts to the responsive, responsible proposer(s) for the most advantageous value for the Town. Proposers may submit price offerings on all items, or individual items and may also submit multiple bids for various vehicles on one item.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of the Request for Proposal. The Request for Proposal process is being used to purchase this used heavy duty equipment to enable the Town to obtain the best value for the Town, considering the proposed equipment quality and condition as well as the pricing in our selection process. The Town has no discretion under the law to consider proposals that fail to comply with those requirements, except for minor informalities as permitted by MGL Chapter 30B Section 5(f). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

These used vehicles are being purchased to supplement the Town of Barnstable Highway Departments snow and ice fleet.

**SECTION II. KEY DATES FOR THIS INVITATION FOR PROPOSAL**

**Key dates for this Proposal**

October 25, 2015	Legal Advertisement in the Cape Cod Times
October 26, 2015	Request for Proposal Issued
October 26, 2015	Legal Advertisement & Goods & Services Bulletin
November 6, 2015	Last date to submit questions to Chief Procurement Officer
November 12, 2015	Proposals due, no later than 2:00 pm, Chief Procurement Officer’s Office
Approx. 30 days	Notice of Award
ASAP	(after notification from Town)

## SECTION III. PROPOSAL INSTRUCTIONS

### A. INSTRUCTIONS TO PROPOSERS

1. Attention of all proposers is directed to Chapter 30B of the General Laws of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which governs the award of this contract.
2. The Town of Barnstable may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Town or if it is otherwise in the best interest of the Town.
3. The Town of Barnstable may request that supplementary information be furnished to assure the Town that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
4. No forms are provided by the awarding authority except the - Appendix A Technical Specification Submittal Sheet, Appendix B - the Price Proposal submission sheet; Appendix C - Certificate of Non Collusion/State Taxes Certification Clause; - Appendix D - Sample Form. However, all proposals shall be in ink or typewritten and must be completed according to the instructions contained herein. **SEPARATE SUBMITTAL PACKAGE IS INCLUDED FOR YOUR CONVENIENCE.**
5. Questions or clarifications rising from these documents shall be submitted to the Town in writing. They should be sent to the individual named in section III, C. They must be submitted in accordance with section II “Key Dates for This Proposal”.
6. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Proposal by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the proposal as being non-responsive.
7. The contract will be awarded within approximately (30) days after the actual proposal opening date, subject to the availability of funds to the responsive, responsible proposer complying with the conditions and requirements set forth in the proposal document and further provided that the proposal, in the opinion of the awarding authority, is reasonable and is in the best interest of the Town of Barnstable to accept it. The Town reserves the right to reject any and all proposals.
8. It is the preference of the Town that the proposed vehicle(s) be delivered to the Town of Barnstable, Department of Public Works, 382 Falmouth Road, Hyannis, Massachusetts for inspection. The Town will also consider traveling to the location of the vehicle(s) if it is within driving distance.

9. The proposer shall sign the proposal correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.
10. All proposals shall be submitted to the Chief Procurement Officer, Town of Barnstable, Procurement & Risk Management, 230 South Street, Hyannis, MA 02601, on or before the date and time stated in the “Legal Advertisement” – Appendix E. Each proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer. Sealed Non-price Proposals must be submitted in a separate, sealed envelope from the Sealed Price Proposal.
11. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the “Legal Advertisement”- Appendix E. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing.
12. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.
13. The proposer’s attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over municipal finance shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
14. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion - Appendix C.
15. All costs involved in preparing the Proposal will be borne by the vendor; the Town will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits, if required and shall pay all expenses for same.
16. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
17. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding

authority's decision or judgment on these matters shall be final, conclusive and binding.

18. Any proposal received after the date and time stated in the "Legal Advertisement" – Appendix D, will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the proposer.
19. The evaluation of the Non-Price Proposals will be conducted by a team/committee appointed by the Chief Procurement Officer with the direction of the Town Manager. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
20. The Non-Price Proposals will be opened on the date and at the time stated in the "Legal Advertisement" – Appendix E. The name of the person or organization submitting a proposal will be read and recorded. The contents of all proposals will Not be Public until after an award is made. A register of proposals will be completed indicating the name of the proposer and the number of proposal modifications submitted by each proposer. This register may be viewed upon request. The names of the witnesses will also be recorded. The Price Proposals will be opened only after the evaluation has been completed.
21. Any contract resulting from this RFP shall be awarded to the proposer whose Proposal is deemed to be the most Highly Advantageous to the Town of Barnstable. The Town alone will be the sole judge in determining whether a vendor's proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. The selected vendor will be under contractual agreement to the Town per the attached contract document.
22. Response to this Request for Proposal acknowledges the vendor's acceptance of all sections and requirements of this document. The Request for Proposal will be written into the successful vendor's proposal as part of the contract. If the vendor's proposal does not comply with the requirements of this request for proposal, or if an item is not understood in anyway, a copy of that section of the request for proposal must then be included in the proposal and all its copies clearly stating the deviation, additions, or other comments.
23. Proposer is to supply equipment in "turn-key" condition suitable for its intended operation. All components must function together as an integrated unit. The owner's decision or judgment on these matters shall be final, conclusive and binding.
24. The Town of Barnstable is **exempt from sales tax. ID# E04-600-0179**

## **B. QUESTIONS AND CLARIFICATIONS**

Questions requiring clarification shall be submitted in writing to the Chief Procurement Officer, Johanna F. Boucher, via email at [johanna.boucher@town.barnstable.ma.us](mailto:johanna.boucher@town.barnstable.ma.us) or FAX (508) 862-4779 prior to the date indicated above in Section II, Key Dates, in order to afford the Town adequate time to respond with a correction or additional

information prior to the deadline for submission of proposals. Should it be found necessary, a written addendum will be incorporated into the RFP and will become part of the contract. Those who have received a copy of the RFP will be notified of such changes.

**C. NOTIFICATION OF AWARD**

All proposers will be notified of the selection decision within approximately 30 days of the date proposals are due to the Town unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless the vendor agrees to extend the period of time in which the proposal is valid.

**D. CONTRACT**

This Request for Proposal, as well as the selected vendor's proposal, and any addenda to that proposal will become part of the final contract. The sample contract the Town will sign is attached as Appendix D. If other contract proposed, include with your submittal.

The contract period will be for the terms as written in the Legal Advertisement document included in Appendix E. Firm pricing limits to be established and bound as part of price portion of proposal based on evaluation committee determination. This must be in the price proposal to be considered.

The contract shall be subject to Force Majeure considerations. Either party hereto shall be excused for performance of any act under the contract if prevented from performance of any act required by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonable within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Owner.

Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Vendor, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract".

**E. TERMINATION OF CONTRACT**

Subject to the provisions of the section explaining **Force Majeure**, if the Vendor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Town shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the vendor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the vendor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

**SECTION IV. PROPOSAL REQUIREMENTS**

## A. MINIMUM REQUIREMENTS

The evaluation committee shall reject Proposals which do not meet the following certain minimum requirements:

1. Proposed trucks must meet the Minimum Standards stated in the specifications, Section 2.1.A. (see page 10)
2. The Proposal must be from an individual or established business, corporation, partnership, sole proprietorship, joint stock company, joint venture, firm, or other entity engaged in the practice of providing such services as the principal business for which the entity was formed.
3. Not be debarred under M.G.L., chapter 149, section 44C, or disqualified under M.G.L., chapter 7, section 38H, as applicable.
4. All Proposals shall be submitted to the Chief Procurement Officer as stated in the “Legal Advertisement”- Attachment “B”. Each Proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer. Sealed Price Proposals must be submitted in a separate, sealed envelope from the sealed technical Proposal, using the Price Submittal Form (Attachment “C”). Please note: No element of the pricing proposal may be contained in the technical proposal submittal.
5. The Proposal must be received by the Chief Procurement Officer before the deadline for receipt of Proposals indicated in Section II, Key Project Dates and Schedule, and must be complete (must include or address all items specified in Section VI – Proposal Submission Requirements). Do not rely upon stated delivery times from contracted package delivery services.
6. The proposer must have signed the Certificate of Non-Collusion and the State Taxes Certification Clause, and all other required Proposal forms and shall include them in the Proposal package.
7. The Proposal must be signed by an agent of the company who has authority to bind the company to a firm Proposal price.



## SECTION V: TECHNICAL SPECIFICATIONS FOR:

10 Wheel "Snow Fighter" Truck  
6 Wheel "Snow Fighter" Truck

The two is looking to purchase two used trucks, one of each above or a combination thereof. It is the intent of these specifications to describe the minimum requirements for vehicles listed above.

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

A. Work Included: Furnish and deliver to the site (382 Falmouth Road, Hyannis, MA), the snow fighters, and other used vehicles, complete, as specified herein:

#### 1.2 QUALITY ASSURANCE

A. Acceptable Manufacturers:

1. Mack Trucks
2. International
3. Oshkosh
4. Freightliner Trucks
5. Peterbilt
6. Volvo
7. Sterling Trucks
8. Kenworth
9. General Motors Co.
10. Ford Motor Company
11. Or approved equal.

#### 1.3 SUBMITTALS TO ACCOMPANY THE BID

- A. Manufacturer' literature for the vehicles and its associated accessories.
- B. Maintenance History: Provide a copy of the repair and preventative maintenance records and documentation for each vehicle in the bid

#### 1.4 DELIVERY, STORAGE AND HANDLING

**A. Successful bidders shall deliver the selected trucks to the Barnstable DPW.**

#### 1.5 WARRANTY

A. Vehicle and equipment shall have a three (3) month warranty against preexisting defects in material and workmanship.

## PART 2 - PRODUCTS

### 2.1 GENERAL TO ALL TRUCKS

#### A. Minimum Standards:

1. Miles: Vehicle miles will not exceed 300,000 miles
2. Year: 1995 to 2014
3. Overall height: Less than 13 feet
4. Fuel: Diesel
5. Drive: Four wheel drive
6. Finish: Shall be in good condition, preferably no surface rust , no invasive rust, dents, or scratches.
7. Mechanical Quality: Vehicle shall be in good repair without any known defects, and must be able to pass state inspection.
8. Preventative Maintenance: The vehicle will have had, and documented, all required preventative maintenance as per manufacturer's recommendation.
9. Horn: Air and city
10. Radio: AM-FM

### 2.2 10 WHEEL "SNOW FIGHTER" TRUCK

#### A. Minimum Standards:

1. GVW Rating (lb.) 66,000
2. Axle, Front - Rating (lb.) 20,000
3. Axles, Rear (tandem) - Rating (lb.) 46,000
4. Brakes, Service - Full Air with Wheel Lock Control
5. Engine - 400 HP minimum Diesel Powered
6. Transmission - 5 Speed Automatic - Allison or equal with oil cooler
7. Spring, Front - Heavy Duty in Accordance With Axle Ratings
8. Springs, Rear - Heavy Duty in Accordance With Axle Ratings
9. Steering - Hydraulic-power
10. Wheels - Cast Spoke or pilot hub discs
11. Tires - 22.5 or 24.5 inch, 80% tread life

#### B. Rear Axle:

1. Alloy steel gears, case hardened and heat treated.
2. Forged steel axle shafts.

#### C. Frame: Hot rolled, low carbon steel, reinforced

#### D. Dual 50 gallon fuel tanks minimum

#### E. Wheel Base - minimum 180 inches, maximum 230 inches.

#### F. Cab-To-Axle - minimum 96 inches, maximum 200 inches.

#### G. Air Cleaner - Heavy Duty

#### H. Fuel Tank – 80 Gallon minimum

#### I. Exhaust – Single vertical stack

#### J. Alternator – 100 Amp minimum

#### K. Radiator – Heavy Duty

#### L. Accessories:

1. Air Compressor, gear driven 13 C.F.M. minimum

2. Driver side seat shall be air ride
  3. Block heater
  4. Front and Rear Tow Hooks
  5. Mounts and controls for wing plow
  6. Mounts and controls for snow plow
  7. Front mounted hydraulic pump compatible with Town selected spreaders (35 gpm capacity)
  8. Western Mirrors
  9. 12 volt electrical system
  10. Heavy duty batteries – 1,200 CCA, 12 volt or equal.
- M. Truck must comply with all Federal Motor Vehicle Safety Standards in effect on the date of manufacture.

### 2.3 6 WHEEL “SNOW FIGHTER” TRUCK

- A. Minimum Standards:
1. GVW Rating (lb.) 44,000
  2. Axle, Front - Rating (lb.) 18,000
  3. Axle, Rear - Rating (lb.) 26,000
  4. Brakes, Service - Full Air with Wheel Lock Control
  5. Engine - 250 HP minimum Diesel Powered
  6. Transmission - 5 Speed Automatic - Allison or equal
  7. Spring, Front - Heavy Duty in Accordance With Axle Ratings
  8. Springs, Rear - Heavy Duty in Accordance With Axle Ratings
  9. Steering - Hydraulic-power
  10. Wheels - Cast Spoke or pilot hub discs
  11. Tires - 22.5 or 24.5 inch, 80% tread life
- B. Rear Axle:
1. Alloy steel gears, case hardened and heat treated.
  2. Forged steel axle shafts.
- C. Frame: Hot rolled, low carbon steel, reinforced
- D. Fuel tanks: 50 gallon minimum
- E. Wheel Base - minimum 152 inches, maximum 180 inches.
- F. Cab-To-Axle - minimum 84 inches, maximum 92 inches.
- G. Exhaust – Single vertical stack
- H. Alternator – 100 Amp minimum
- I. Radiator – Heavy Duty
- J. Frame – Heavy duty with frame extensions for mounting equipment
- K. Air Cleaner - Heavy Duty
- L. Accessories:
1. Air Compressor, gear driven 13 C.F.M. minimum
  2. Driver side seat shall be air ride
  3. Block heater
  4. Front and Rear Tow Hooks
  5. Mounts for snow plow compatible with 10-foot power angle plow
  6. 10-foot dump body, with Stainless Steel Sander insert (if available)

7. Hydraulic Tank: 50 gallon minimum
  8. Front mounted hydraulic pump compatible with Town selected spreaders (35 gpm capacity)
  9. Western Mirrors
  10. 12 volt electrical system
  11. Heavy duty batteries – 12 volt or equal.
  12. One Spare Tire and Rim.
- M. Truck must comply with all Federal Motor Vehicle Safety Standards in effect on the date of manufacture.

### PART 3 - EXECUTION

- 3.1 MANDATORY INSPECTION: The apparent successful bidders shall make available the offered vehicles to the Town of Barnstable DPW for vehicle inspection. Any truck which has been totaled, flooded, deemed to not meet the specifications, or generally is in poor repair (as determined by the Town of Barnstable), etc., will be rejected from further consideration and returned to the bidder at their cost, and the next most advantageous vehicle will be considered. If the inspection indicates repairs are necessary, the bidder may be offered the option to perform the repairs at their expense prior to the purchase of the truck by the Town. The Town's judgment of required repairs is not subject to discussion.

END OF SECTION

## SECTION V. PROPOSAL EVALUATION

Under the rules established in Massachusetts General Law Chapter 30B, the Town will appoint a proposal evaluation committee. Those proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the supplies and services requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section.

The evaluation committee will use the comparative criterion for each separate rating area, and based upon this criteria, will assign an overall rating to each proposal as permitted under Chapter 30B. The criteria may contain ratings of: Unacceptable, Acceptable, Not Advantageous, Advantageous, and Highly Advantageous as applicable.

**An “Unacceptable” rating in any one of the criteria may eliminate the proposal from further consideration.**

***Minimum Evaluation Criteria -- Failure to meet the following minimum evaluation criteria will result in immediate rejection of the proposal.***

1. Minimum Requirements:
  - a. Meet minimum requirements as specified in Section IV-A
  - b. Complete All forms as specified in Section IV and Appendices A – E.

### **Comparative Evaluation Criteria**

2. Compliance to Specifications
  - Not Advantageous** – Several specification requirements not met
  - Advantageous** – Minor specification requirements not met
  - Highly Advantageous** – All specification requirements met
3. Body/Equipment Condition (Corrosion)
  - Not Advantageous** – Invasive rust present
  - Advantageous** – Minor surface only rust present
  - Highly Advantageous** – No rust present
4. Body Condition (Scratches and Dents)
  - Not Advantageous** – Substantial dents and scratches present
  - Advantageous** – Moderate dents and scratches present
  - Highly Advantageous** – Minimal dents and scratches present

5. Mechanical Condition (Based on submitted maintenance information)
  - Not Advantageous** – Maintenance information submitted indicates substantial and/or repetitive mechanical problems with proposed vehicle or not sufficient information submitted to make a judgement.
  - Advantageous** – Maintenance information submitted indicates non repetitive repaired mechanical issues
  - Highly Advantageous** – Maintenance information indicates minimal mechanical issues.
  
6. Maintenance Records Provided
  - Not Acceptable** – No maintenance records submitted/received.
  - Not Advantageous** – Some maintenance records submitted/received. May be some missing or indicative of routine maintenance not being performed
  - Advantageous** – General maintenance records submitted/received.
  - Highly Advantageous** – Detailed maintenance records submitted/received.
  
5. Additional Options/Features
  - Acceptable** – As specified.
  - Advantageous** – some additional features not specified.
  - Highly Advantageous** – substantial additional features not specified.
  
6. Ability to provide on-site (Hyannis) delivery for inspection
  - Not Advantageous** – Cannot provide on-site delivery for inspection and equipment too far for Barnstable to travel to inspect.
  - Advantageous** – Cannot provide on-site delivery for inspection but within economical travel distance for Barnstable to go and inspect.
  - Highly Advantageous** – Ability to provide on-site (Hyannis) delivery for inspection at no cost.
  
7. Mileage
  - Advantageous** – 300K or less
  - Highly Advantageous** – Considerably less than 300K
  
8. Title (Provide copy)
  - Not Advantageous** – Copy not provided
  - Highly Advantageous** – Copy provided.

Once the proposals have been ranked on technical merit, the price proposals will be opened, considered, and then factored in to the overall rankings. At that time, inspections will be performed for the vehicles deemed most advantageous to the town based on technical ranking and pricing. Proposers will be requested to bring the vehicles to the Town of Barnstable Highway Division for an inspection at no cost to the

Town. If the top ranked vehicle for each category is found to be acceptable, the purchase of that vehicle by the Town will proceed. If the vehicle is deemed unacceptable, then the proposer shall pick up the vehicle at no cost to the Town, and the next ranked vehicle will be delivered to the Town for inspection, etc.

RULE FOR AWARD: Contract(s) may be awarded for the vehicles deemed most advantageous to the Town based on the evaluation criteria, pricing and inspection included in this Request for Proposals. The Town reserves the right to reject proposals if deemed to be in the best interest of the Town. The Town also reserves the right to make a partial award of the equipment included in this RFP.

## **SECTION VI. PROPOSAL SUBMISSION REQUIREMENTS**

### **A. SUBMISSION**

#### **Two separate sealed envelopes:**

1. One (1) sealed envelope containing the non-price technical proposal for each vehicle being submitted for consideration marked “**Non Price Proposal, DPW Highway Vehicle RFP**”. This envelope will include all technical information requested in this RFP included the technical specification submittal form for the equipment type being proposed(pages 10 - 14), the Non-collusion and tax certification, and the manufacturer information sheets for the proposed vehicle. ; and
2. One (1) sealed envelope containing an original and one copy of the price proposal marked “**Price Proposal – DPW Highway Vehicle RFP**” for **EACH VEHICLE PROPOSED,**
3. It is the sole responsibility of the offerer to insure that the proposal arrives on time and at the designated place as stated in the RFP document or addendum thereto.

**The Town of Barnstable requires that price proposals must be separate from technical proposals. No reference to the actual price proposal shall be contained in any portion of the non-price proposal outlined below. Failure to adhere to this requirement may result in disqualification.**

### **B. NON-PRICE PROPOSAL (Envelope 1)**

Within your Proposal, Please supply each of the following items and clearly structure and label your Proposal.

1. Cover Letter including name of Agency/Firm, address and telephone number signed in ink by authorized officer of the Agency/Firm.
2. Vehicle Brochures/specification sheets
3. Completed Technical Specification, Page 17 - 22 (Appendix A)
4. Copy of proposed vehicle(s) Maintenance/Repair Records

5. Copy of proposed vehicle(s) Title (Front & Back)
6. Pictures of Proposed vehicle(s).
7. Appendix C – Non collusion/tax form

**C. PRICE PROPOSAL (Envelope 2)**

Completed Price Proposal Submission Sheet, Appendix B, Page 23 - 24

**D. CONTACT INFORMATION**

Clarifications and interpretations of this Request for Proposal must be requested in writing. Responses shall be likewise furnished. The last day to submit written requests is as noted in Key Dates of this RFP. After that day no requests or questions will be accepted. Please contact the Town of Barnstable for clarification of this Request for Proposal, direct all inquiries to:

Johanna Boucher, Chief Procurement Officer  
Town of Barnstable, Procurement & Risk Management  
230 South Street  
Hyannis, MA 02601  
Phone. (508) 862-4741 Fax: (508) 862-4779  
Business Hours: 8:00 a.m. - 4:00 p.m.  
Monday through Friday  
Email: [johanna.boucher@town.barnstable.ma.us](mailto:johanna.boucher@town.barnstable.ma.us)  
Website: [www.town.barnstable.ma.us](http://www.town.barnstable.ma.us)



**Appendix A MANDATORY TO  
COMPLETE ONE (1) PER  
VEHICLE PROPOSED**

**TECHNICAL PROPOSAL SUBMITTAL SHEET - ONE FOR EACH VEHICLE PROPOSED**

<u>10 WHEEL "SNOW FIGHTER" – Qty 0 to 2 (use separate sheets 1 – 3 for each truck proposed)</u>	State Yes or No, Specify Detail
<b>2.1 <u>GENERAL TO ALL TRUCKS</u></b>	
<b>A. Minimum Standards:</b>	
1. Miles: Vehicle miles will not exceed 300K miles	1 _____
2. Year: 1995 to 2014	2 _____
3. Overall height: Less than 13 feet	3 _____
4. Fuel: Diesel	4 _____
5. Drive: Four Wheel Drive	5 _____
6. Finish: Shall be in good condition (incl. pictures) to be verified.	6 _____
7. Mechanical Quality: Vehicle shall be in good repair without any known defects, and must be able to pass state inspection.	7 _____
8. Preventative Maintenance: The vehicle will have had, and documented, all required preventative maintenance as per manufacturer's recommendation.	8 _____
9. Horn: Air and city	9 _____
10. Radio: AM-FM	10 _____
<b>2.2 <u>10 WHEEL "SNOW FIGHTER" TRUCK - QUANTITY</u> (if you are bidding multi quantities, use 1 Technical and Price sheet each)</b>	
1. YEAR	1 _____
2. MANUFACTURER	2 _____
3. VIN#	3 _____
<b>A. Minimum Standards:</b>	
1. GVW Rating (lb.)                      66,000	1 _____

10 WHEEL "SNOWFIGHTER" page 2

VIN # \_\_\_\_\_

State Yes or No,  
Specify Detail

2. Axle, Front - Rating (lb.) 20,000	2 _____
3. Axles, Rear (tandem) - Rating (lb.) 46,000	3 _____ 4 _____
4. Brakes, Service - Full Air with Wheel Lock Control	
5. Engine - 400 HP minimum Diesel Powered	5 _____
6. Transmission - 5 Speed Automatic - Allison or equal with oil cooler	6 _____
7. Spring, Front - Heavy Duty in Accordance With Axle Ratings	7 _____
8. Springs, Rear - Heavy Duty in Accordance With Axle Ratings	8 _____
9. Steering - Hydraulic-power	9 _____
10. Wheels - Cast Spoke or pilot hub discs	10 _____
11. Tires - 22.5 or 24.5 inch, 80% tread life	11 _____
B. Rear Axle:	
1. Alloy steel gears, case hardened and heat treated.	1 _____
2. Forged steel axle shafts.	2 _____
C. Frame: Hot rolled, low carbon steel, reinforced	C _____
D. Dual 50 gallon fuel tanks minimum	D _____
E. Wheel Base - minimum 180 inches, maximum 230 inches.	E _____
F. Cab-To-Axle - minimum 96 inches, maximum 200 inches.	F _____
G. Air Cleaner - Heavy Duty	G _____
H. Fuel Tank - 80 Gallon minimum	H _____
I. Exhaust - Single vertical stack	I _____
J. Alternator - 100 Amp minimum	J _____
K. Radiator - Heavy Duty	K _____

10 WHEEL "SNOWFIGHTER" page 3

VIN # \_\_\_\_\_

State Yes or No,  
Specify Detail

L. Accessories:

1. Air Compressor, gear driven 13 C.F.M. minimum
2. Driver side seat shall be air ride
3. Block heater
4. Front and Rear Tow Hooks
5. Mounts and controls for wing plow
6. Mounts and controls for snow plow
7. Front mounted hydraulic pump compatible with Town selected spreaders (35 gpm capacity)
8. Western Mirrors
9. 12 volt electrical system
10. Heavy duty batteries – 1,200 CCA, 12 volt or equal.

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

7 \_\_\_\_\_

8 \_\_\_\_\_

9 \_\_\_\_\_

10 \_\_\_\_\_

M. Truck must comply with all Federal Motor Vehicle Safety Standards in effect on the date of manufacture.

M \_\_\_\_\_

ADDITIONAL OPTIONS: Specify

**6 WHEEL "SNOW FIGHTER" TRUCK Qty 0 to 2**  
 (use separate sheets 1 - 3 for each truck proposed)

State Yes or No,  
Specify Detail

A. Minimum Standards:

1. Miles: Vehicle miles will not exceed 300,000 miles
2. Year: 1995 to 2014
3. Overall height: Less than 13 feet
4. Fuel: Diesel
5. Finish: Shall be in good condition (incl. pictures) to be verified
6. Mechanical Quality: Vehicle shall be in good repair without any known defects, and must be able to pass state inspection.
7. Preventative Maintenance: The vehicle will have had, and documented, all required preventative maintenance as per manufacturer's recommendation.
8. Horn: Air and city
9. Radio: AM-FM

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_  
 7 \_\_\_\_\_  
 8 \_\_\_\_\_  
 9 \_\_\_\_\_

2.3 6 WHEEL "SNOW FIGHTER" TRUCK

1. YEAR
2. MANUFACTURER
3. VIN#

A. Minimum Standards:

1. GVW Rating (lb.) 44,000
2. Axle, Front - Rating (lb.) 18,000
3. Axle, Rear - Rating (lb.) 26,000
4. Brakes, Service - Full Air with

Wheel Lock Control

5. Engine - 250 HP minimum

Diesel Powered

6. Transmission - 5 Speed

Automatic - Allison or equal

7. Spring, Front - Heavy Duty in

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_  
 7 \_\_\_\_\_

6 WHEEL "SNOWFIGHTER" page 2

VIN # \_\_\_\_\_

Accordance With Axle Ratings

8. Springs, Rear - Heavy Duty in

8 \_\_\_\_\_

Accordance With Axle Ratings

9. Steering - Hydraulic-power

9 \_\_\_\_\_

10. Wheels - Cast Spoke or pilot

10 \_\_\_\_\_

hub discs

11 \_\_\_\_\_

11. Tires - 22.5 or 24.5 inch, 80% tread

life

B. Rear Axle:

1. Alloy steel gears, case hardened and

1 \_\_\_\_\_

heat treated.

2. Forged steel axle shafts.

2 \_\_\_\_\_

C. Frame: Hot rolled, low carbon steel,

C \_\_\_\_\_

reinforced

D. Fuel tanks: 50 gallon minimum

D \_\_\_\_\_

E. Wheel Base - minimum 152 inches,

E \_\_\_\_\_

maximum 180 inches.

F. Cab-To-Axle - minimum 84 inches,

F \_\_\_\_\_

maximum 92 inches.

G. Exhaust – Single vertical stack

G \_\_\_\_\_

H. Alternator – 100 Amp minimum

H \_\_\_\_\_

I. Radiator – Heavy Duty

I \_\_\_\_\_

J. Frame – Heavy duty with frame extensions

J \_\_\_\_\_

for mounting equipment

K \_\_\_\_\_

K. Air Cleaner - Heavy Duty

L. Accessories:

1. Air Compressor, gear driven 13  
C.F.M. minimum

1 \_\_\_\_\_

2. Driver side seat shall be air ride

2 \_\_\_\_\_

3. Block heater

3 \_\_\_\_\_

4. Front and Rear Tow Hooks

4 \_\_\_\_\_

5. Mounts for snow plow compatible  
with 10-foot power angle plow

5 \_\_\_\_\_

6. 10-foot dump body, with Stainless  
Steel Sander insert (if available)

6 \_\_\_\_\_

7. Hydraulic Tank: 50 gallon minimum

7 \_\_\_\_\_

8. Front mounted hydraulic pump

8 \_\_\_\_\_

State Yes or No,  
Specify Detail

6 WHEEL "SNOWFIGHTER" page 3

VIN # \_\_\_\_\_

compatible with Town selected spreaders (35 gpm capacity)

- 9. Western Mirrors
- 10. 12 volt electrical system
- 11. Heavy duty batteries – 12 volt or equal.
- 12. One Spare Tire and Rim.
- M. Truck must comply with all Federal Motor Vehicle Safety Standards in effect on the date of manufacture.

ADDITIONAL OPTIONS – Please State

State Yes or No,  
Specify Detail

9 \_\_\_\_\_

10 \_\_\_\_\_

11 \_\_\_\_\_

12 \_\_\_\_\_

M \_\_\_\_\_

**Appendix B MANDATORY TO COMPLETE**

**Price Proposal Submission Sheet – Page 1 COMPANY:** \_\_\_\_\_

**TOWN OF BARNSTABLE  
PRICE SUBMITTAL SHEET**

(must be completed and sealed in a separate envelope – labeled PRICE SUBMITTAL)

Please submit pricing proposals by **VIN #** corresponding with each separate technical information sheet submitted. You may submit pricing for some or all of the trucks being required. The Town desires to buy two trucks total, either one each or two of one or the other. Additionally, you may submit pricing for multiple vehicles for each item required that meet the requirements. Each vehicle will be assessed in accordance with the evaluation criteria, pricing and then inspection. **Prices proposed are for vehicles delivered to Hyannis, MA.** This is the total price that would be paid for vehicle proposed. Barnstable is tax exempt, do not include sales tax.

1. 10 WHEEL “SNOW FIGHTER” TRUCK

Year \_\_\_\_\_ Manufacturer \_\_\_\_\_ Mileage \_\_\_\_\_  
Unit 1, VIN # \_\_\_\_\_ Pricing: \$ \_\_\_\_\_

Year \_\_\_\_\_ Manufacturer \_\_\_\_\_ Mileage \_\_\_\_\_  
Unit 2, VIN # \_\_\_\_\_ Pricing: \$ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. 6 WHEEL “SNOW FIGHTER” TRUCK (Quantity – 1 required)

Year \_\_\_\_\_ Manufacturer \_\_\_\_\_ Mileage \_\_\_\_\_  
Unit 1, VIN # \_\_\_\_\_ Pricing: \$ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

6 WHEEL “SNOW FIGHTER” TRUCK (Quantity – 1 required)

Year \_\_\_\_\_ Manufacturer \_\_\_\_\_ Mileage \_\_\_\_\_  
Unit 1, VIN # \_\_\_\_\_ Pricing: \$ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Receipt of Addendum Number (s) \_\_\_\_\_ is hereby acknowledged and reflected in the Bid price (s) shown on previous page.

**Page 2 – Price Submission Sheet**

The undersigned proposes to furnish awarded contract vehicles in accordance with the specifications prepared by the Town of Barnstable, dated August 31, 2015 for the Bid price (s) shown.

The undersigned agrees that if presented with Notice of Acceptance for this Contract, he will within five days, Saturdays, Sundays and legal holidays excluded, execute a Contract in accordance with the terms of this Bid.

The Town of Barnstable reserves the right to reject any or all bids and to waive minor informalities as provided under Chapter 30B, M.G.L.

FIRM: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ NAME (print) \_\_\_\_\_

\_\_\_\_\_ TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

All bids must be received at the office of the Chief Procurement Officer, 230 South Street, Hyannis MA 02601 prior to the time stated in the Bid Notice. Please mark envelope "Vehicle Contract Bid"

Required attachments:

- (1) Certificate of Non-Collusion
- (2) State Taxes Certification Clause
- (3) Completed Detailed Specification Table for each vehicle proposed.
- (4) Maintenance/Repair records
- (5) Copy of Title (Front & Back)
- (6) Pictures of proposed vehicle(s)



**Appendix C**  
**TOWN OF BARNSTABLE**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this proposal has been made 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 of individuals.

FIRM \_\_\_\_\_ SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_ NAME (print) \_\_\_\_\_

\_\_\_\_\_ TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

**TOWN OF BARNSTABLE**

**STATE TAXES CERTIFICATION CLAUSE**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law, I have addressed any tax liability and am in the process of setting up a plan to satisfy said liability.

\_\_\_\_\_ by: \_\_\_\_\_

\* Signature of individual or  
Corporate Name (Mandatory)

Corporate Officer  
(Mandatory, if applicable)

\_\_\_\_\_  
\*\*Social Security # or Federal Identification #

\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\* Your Social Security Number will 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. This request is made under the authority of Mass. G.L. 62C s. 49.A.

**TOWN OF BARNSTABLE, MASSACHUSETTS  
CONTRACT AGREEMENT BETWEEN VENDOR AND TOWN**

**CONTRACT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the TOWN OF BARNSTABLE, Massachusetts, hereinafter called the TOWN, and

\_\_\_\_\_

With legal address and principal place of business at

\_\_\_\_\_

\_\_\_\_\_ Hereinafter called VENDOR.

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the TOWN, the VENDOR hereby agrees with the TOWN to provide Heavy Duty Truck(s) as outlined in the RFP entitled “Town of Barnstable, Request for Proposal, For Contract of Vehicles for the DPW Highway Department” dated \_\_\_\_\_, as proposed hereinafter called the services, upon demand of the TOWN, made as hereinafter provided, at a total price of \_\_\_\_\_ in accordance with the following requirements.

The Request for Proposal entitled “Town of Barnstable, Request for Proposal For Purchase of Used Snow Fighter and Heavy duty trucks for the DPW Highway Division” dated \_\_\_\_\_, the Proposal made by the VENDOR dated \_\_\_\_\_, and Proposal submittal dated \_\_\_\_\_, are attached hereto and are made part of this agreement.

Trucks to be delivered to the Town of Barnstable, Highway Division, 382 Falmouth Road, Hyannis, MA

The Contract shall be subject to Force Majeure considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonable within the control of the party in performing any obligations shall be excused for the period of non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Owner. Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Vendor, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled “Termination of Contract”.

Subject to the provisions of the section explaining Force Majeure, if the Vendor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the

Vendor shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the vendor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the vendor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

The Vendor shall indemnify, defend and hold harmless the Owner, its elected or duly appointed officers, directors and employees against liability, losses, damages, or expenses (including legal expenses) resulting from any claim based upon negligent or intentional misdeeds or omissions of the Vendor, its employees or its agents in providing its services to employees of the municipality or their dependents pursuant to the agreement.

This contract is governed by the laws of the Commonwealth of Massachusetts.

This Agreement constitutes the entire contract and there are no agreements other than those incorporated herein. This Agreement may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing and executed by both parties hereto.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in the year and day first above mentioned.

By: PROPOSER

\_\_\_\_\_  
Approved as to form

\_\_\_\_\_  
Ruth J. Weil, Town Attorney

By: TOWN OF BARNSTABLE, Lessee

\_\_\_\_\_  
Thomas K. Lynch, Town Manager

## Appendix E

### LEGAL ADVERTISEMENT

#### **TOWN OF BARNSTABLE REQUEST FOR PROPOSALS USED HEAVY DUTY TRUCKS**

The Chief Procurement Officer for the Town of Barnstable, on behalf of the Director of Public Works, is soliciting proposals for the following used heavy duty trucks as follows:

- 10 Wheel "Snow Fighter" Truck
- 6 Wheel "Snow Fighter" Truck
- (one of each or two of one or the other for a total of two trucks)

The Town may award up to two (2) contracts to the responsive, responsible proposer(s) for the most advantageous value for the Town. Proposers may submit price offerings on all items, or individual items and may also submit multiple bids for various vehicles on one item.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of the Request for Proposal. The Town has no discretion under the law to consider proposals that fail to comply with those requirements, except for minor informalities as permitted by MGL Chapter 30B Section 5(f). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

Responses are due on November 12, 2015, 2:00 p.m. in the Chief Procurement Officer's Office, School Administration Building, 230 South Street, Hyannis, MA 02601. The Contract will be awarded within approximately 30 days. Request for Proposal documents are available immediately on the Town of Barnstable website at [www.town.barnstable.ma.us](http://www.town.barnstable.ma.us), Proposal & RFP System. Contact Johanna Boucher (508) 862-4741 if you have any questions. Responses will be opened and read in the office of the Chief Procurement Officer. The opening of the responses will not be public. All responses must be received in a sealed envelope properly marked prior to the deadline.

The Chief Procurement Officer reserves the right to reject any or all proposals when it deems it to be in the best interest of the Town.