

**TOWN OF EATON
35 CEDAR STREET
MORRISVILLE, NY 13408**

**REQUEST FOR PROPOSAL (RFP)
USED SNOWPLOW/DUMP TRUCK**

DECEMBER 10, 2024

The Town of Eaton will receive sealed proposals for the purchase of one (1) used snowplow/dump truck for use by the Town of Eaton Highway Department. All proposals shall be submitted in accordance with the below information contained in "Submission of Proposals". All proposals shall be made on the attached proposal form. Exceptions may be rejected.

SUBMISSION OF PROPOSALS

Please submit one (1) complete proposal and any other required documents in an opaque sealed envelope clearly marked "Proposal – Used Snowplow/Dump Truck" with the name and address of the responding vendor identified.

Where the U.S. Postal Service or other delivery service is used, the sealed envelope shall be enclosed in a separate envelope with the notation "Proposal Enclosed" on the face thereof.

All documents must be received no later than 12:00 p.m. on January 14, 2025 at the following address:

In person, by FedEx or UPS:

Larry Phillips, Highway Superintendent
Town of Eaton
35 Cedar Street
Morrisville, NY 13408

By USPS:

Larry Phillips, Highway Superintendent
Town of Eaton
PO Box 66
Morrisville, NY 13408

NOTE: The proposal submitted is the document upon which the Town of Eaton will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the requested vehicle.

1. Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposal unless the submitted proposal clearly and specifically states otherwise.
2. By submitting a proposal, proposers represent that they have thoroughly examined and become familiar with the vehicle outlined in this Request for Proposal and are capable of providing such.

QUESTIONS & SPECIFICATION CLARIFICATIONS:

All inquiries with respect to this Request for Proposal shall be in writing directed to the following address:

Larry Phillips
Highway Superintendent
lphillips75@frontier.com

1. All questions must be submitted in writing by email, specifically citing the particular proposal section and paragraph number.
2. A proposer may withdraw a proposal any time prior to the final due date and time by written notification, signed by an authorized agent, to the contact person identified above. The proposal may thereafter be resubmitted, but not after the final due date and time. Modifications offered in any other manner, oral or written, will not be considered.
3. If a proposer discovers an ambiguity, conflict, discrepancy, omission or other error in this Request for Proposal, the proposer should immediately notify the contact person identified in above. Notice of such error or omission should be submitted prior to the final due date and time for submission of proposals. Modifications shall be made by addenda to this Request for Proposal. Such clarifications will be given by written notice to all parties who have received this Request for Proposal.
4. If a proposer fails, prior to the final due date and time for submission of proposals, to notify the Town of Eaton of a known error or an error that reasonably should have been known, the proposer shall assume the risk of proposing. If awarded the contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its late correction.
5. A proposer indicates its acceptance of the provisions and conditions enumerated in this Request for Proposal by submitting a proposal.
6. By submitting a proposal, the proposer covenants that the proposer will not make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of lack of information.

TERMS AND CONDITIONS

1. **Incurred Costs:** This Request for Proposal does not commit the Town of Eaton to award a contract or to pay any costs incurred in the preparation of a response to this request. The Town of Eaton will not be liable in any way for any costs incurred by respondents in replying to this Request for Proposal.
2. **Right to Cancel:** The Town of Eaton reserves the right to cancel this Request for Proposal at any time and to decide not to consider any or all of the respondents submitting information in response to this request.
3. **Severability:** If any terms or provisions of this Request for Proposal are found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.
4. **Collusion:** By submitting a proposal, a proposer implicitly states that its proposal has not been made in connection with any other competing firm submitting a separate response to this Request for Proposal, is in all respects fair, and has been submitted without collusion or fraud.
5. **Non-Discrimination:** In accordance with Federal, State and local law and all other applicable laws, the Town of Eaton does not discriminate on the basis of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap unrelated to an individual's ability to perform the job.
6. **Disclaimer:** The Town of Eaton reserves the right to reject any and all bids, or portions thereof, for any reason.
7. **Assignment / Transference of Agreement:** The selected vendor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the resulting agreement or its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior express consent and approval in writing from the Town of Eaton.

8. Town of Eaton Rights and Prerogatives:
The Town of Eaton reserves the right to exercise the following prerogatives:
 - To accept or reject any or all proposals and amend, modify or withdraw this Request for Proposals.
 - To correct any arithmetic errors in the proposals.
 - To change the final due date and time for proposals.
 - The Town of Eaton shall have the right to reject any proposed change to the proposer's technical proposal.
 - To waive or modify any irregularities in proposals received after prior notification to the proposer. This will in no way modify the RFP documents or excuse the proposer from full compliance with its requirements.
 - To consider modifications to proposals at any time before the award is made, if such action is in the best interest of the Town of Eaton.
 - To request a revised cost proposal from vendors selected as finalists.
 - To accept a proposal for the vehicle containing other than the lowest cost proposal.
 - To interview proposers prior to selection.
 - To reject any proposal containing false or misleading statements or that provides references that do not support an attribute or condition claimed by the proposer.
 - To begin negotiations with the next most responsive proposer to this RFP should the Town of Eaton be unsuccessful in negotiating a contract with the selected proposer within a reasonable time frame.
9. Modification of Contract: Any modification to the original contract signed between the successful proposer and the Town of Eaton will require the mutual consent of the successful proposer and the Town of Eaton. Any contract or amendments thereto will be considered effective only after approval by the appropriate Town of Eaton authorities.
10. Interpretation: The contract shall be construed and interpreted in accordance with the laws of New York State. New York State shall be the forum for disputes.

TECHNICAL

Specifications are not intended to dissuade any vendor from submittal. **Any exception or deviation from the technical specification must be clearly noted and explained in the area marked "EXCEPTIONS" on the proposal form.**

SNOW PLOW/DUMP TRUCK MINIMUM SPECIFICATIONS

Truck must be six-wheel 2021 model year or newer with low mileage for model year.

Conventional style cab with tilt fiberglass hood.

Electronic engine 450 horsepower minimum (Diesel). Engine must meet current production EPA standards. (List engine details proposed). Engine shall be equipped with an engine jake brake.

Particulate filter, outside the frame rail, with a manual activation switch. The urea tank to be mounted on the left side by the fuel tank.

Hydraulic power steering.

20K front axle.

Locking rear axle.

Automatic Transmission .

ABS air brakes with an ADIP or equivalent air dryer with heater and double-axle maxi-lock. (Self-adjusting).

Standard instrumentation panel with gauges.

Speedometer	Dual air pressure gauges with air pressure light and buzzer
Odometer	Engine oil pressure gauge
Hour meter	Water temperature gauge
Tachometer	Fuel gauge
Voltmeter	

Air-ride driver's seat with high back and armrests. Passenger seat not air-ride. Both shall be cloth or vinyl seats with seat belts.

Fuel tank, one aluminum 75-gallon minimum capacity tank mounted on the left side.

Dual interior sun visors.

12-volt power point plug.

Air horn.

Two speed electric windshield wipers with intermittent feature.

Windshield washer.

Air-ride cab, with a power windows on the right and left side.

Air conditioning.

Backup alarm.

DUMP BODY – MINIMUM SPECIFICATIONS

11-foot combination dump body minimum.

Tailgate to have 3 rear chutes.

Must have dump apron.

Adjustable chain spreaders.

Safety props required.

All lights to rubber mounted LED, including stop, tail, signal, and marker lights. Rear lights to have cut outs for the rubber mounted oval rear signal light.

36" rubber mud flaps and anti-sail mud flap brackets front and rear of duals.

Sand screens required.

Snowplow bracket to be installed close to the grill with excess frame removed.

STANDARD HYDRAULIC SYSTEM – MINIMUM SPECIFICATIONS

Tower for hoist and snowplow.

Hydraulic plumbing for snowplow and sand spreader. Sand spreader plumbing to be mounted on rear under side of bed

Stainless steel front plow and 13-foot side wing installed on vehicle.

TOWN OF EATON PROPOSAL FORM

Bid Submitted By: _____
Name

TO: Town of Eaton
35 Cedar Street
P.O. Box 66
Morrisville, New York 13408

Gentlemen:

The undersigned, having carefully examined the proposal instructions, this proposal form, and the non-collusive bidding certificate ("the contract documents") hereby proposes to furnish the following described vehicle at the price stated, in strict conformance with the contract documents.

The undersigned bidder agrees to submit to all conditions reported, intended or implied, both particularly and generally by the contract documents at the prices herein stated for:

\$ _____ **TOTAL PRICE FOR ONE (1) 2021 MODEL YEAR OR NEWER
SNOWPLOW/DUMP TRUCK**

TRUCK SERIES/MODEL/YEAR: _____

MILEAGE: _____ **ANTICIPATED DELIVERY DATE:** _____

EXCEPTIONS: _____

The undersigned bidder also agrees as follows:

1. That this bid constitutes an offer to enter into a contract with the Town of Eaton, which offer is irrevocable for a period of forty-five (45) days from January 14, 2025.
2. Upon receipt of an executed Notice of Award from the Town of Eaton, there shall be a binding contract between the undersigned and the Town of Eaton.
3. Upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,
 - (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids or to receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Name of Proposer (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone: _____

Signature of Representation

Title

**NON-COLLUSIVE BIDDING CERTIFICATION
MUST BE SUBMITTED WITH PROPOSAL**

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other Bidder, or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

A Bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1., 2., and 3. above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one.

Date: _____, 20____.

(* Name of Bidder)

at _____

(Address of Bidder)

SEAL (If Bid is by a Corporation)

Telephone: _____

(Signature of Bidder)

Typed: _____

Title: _____

* Insert Bidders name: If a corporation, give the state of incorporation using the phrase "a corporation organized under the laws of the State of", if a partnership, give the name of partners, using also the phrase "co-partners trading and doing business under the firm name and style of", if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".