



**Request for Proposal  
RFP-4233-16-NJ**

**ARTICULATED LANDFILL  
COMPACTOR**

**RESPONSES DUE:  
May 10, 2016 prior to 10:00 AM MDT**

**Accepting Electronic Responses Only  
Responses Only Submitted Through the Rocky Mountain E-Purchasing  
System (RMEPS)**

**<https://www.rockymountainbidsystem.com/default.asp>**

**(Purchasing Representative does not have access or control of the vendor side of RMEPS.  
If website or other problems arise during response submission, vendor MUST contact  
RMEPS to resolve issue prior to the response deadline. 800-835-4603)**

**PURCHASING REPRESENTATIVE:**

Nicholas C Jones, Buyer

[Nickj@gjcity.org](mailto:Nickj@gjcity.org)

(970) 244-1533

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

# **REQUEST FOR PROPOSAL**

## **TABLE OF CONTENTS**

### **Section**

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Special Instructions to Proposers**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**

## REQUEST FOR PROPOSAL

### SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

**1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction on behalf of the Mesa County Landfill. All contact regarding this RFP shall be directed to:

**RFP Questions:**

Nicholas C Jones, Buyer

[Nickj@gjcity.org](mailto:Nickj@gjcity.org)

**1.2 Purpose:** The Owner is interested in purchasing **One (1), New, Current Model Year, Articulated, Steel Wheel, Landfill Compactor**. In comparing responses, consideration will not be confined to price only. The successful proposer will be one whose product is judged to best serve the interests of the Owner.

**1.3 The Owner:** The Owner is the Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.

**1.4 Timeline:**

- |   |                |
|---|----------------|
| • Request for Proposals Available                 | April 22, 2016 |
| • Last Day for Questions, prior to 12:00 PM Local | May 5, 2016    |
| • Addenda Issued (If required) by:                | May 6, 2016    |
| • Responses Due prior to 10:00 AM Local           | May 10, 2016   |
| • Board of County Commissioners Approval          | June 2016      |

**1.5 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.

**1.6 Submission:** Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/BidOpenings.aspx> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)

- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Owner. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com). Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.10 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.11 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary
- 1.12 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section titled “Confidential Material”. Disqualification of a proposal does not eliminate this right.

**1.13 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

**1.14 Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions

**1.15 Open Records:** All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

**1.16 Sales Tax:** City of Grand Junction/Mesa County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

**1.17 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5<sup>th</sup> Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

## **SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS**

**2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

**2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the specifications/scope of services, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of

the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all other persons performing any of the work under a contract with the Contractor.
- 2.4. Payment & Completion:** The Contract Sum is stated in the Contract and/or Purchase Order and is the total amount payable by the Owner to the Contractor for the delivery of the vehicle(s)/equipment under the Contract Documents. Upon receipt of written notice that the vehicle(s)/equipment is ready for final inspection and acceptance and upon receipt of application for payment, the Owner will promptly make such inspection and, when the Owner finds the vehicle(s)/equipment acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.5. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.6. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.7. Acceptance Not Waiver:** The Owner's acceptance or approval of any equipment/vehicle(s) furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.8. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders/amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.9. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.

- 2.10. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.11. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.12. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.13. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.14. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, or Amendment.
- 2.15. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the equipment/vehicle(s) proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- 2.16. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.17. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.18. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.18.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants

for employment, notices setting forth the provisions of this nondiscrimination clause.

**2.18.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.

**2.18.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

**2.19. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

**2.20. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

**2.21. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

**2.22. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

**2.23. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

**2.24. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

**2.25. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other



benefits, including Workers' Compensation, normally provided by the Owner for its employees.

- 2.26. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.27. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.28. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.29. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.30. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.31. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.32. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.33. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.34. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.35. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches

or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

- 2.36. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.37. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.38. Benefit Claims:** The Owner shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.39. Default:** The Owner reserves the right to terminate the contract immediately in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Contractor.
- 2.40. Multiple Offers:** Proposers must determine for themselves which product or service to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.41. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.42. Definitions:**
- 2.42.1.** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.42.2.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.

**2.42.3.** "Contractor" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.

**2.42.4.** "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

**2.43. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

**2.44. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

**2.44.1.** "Public Works project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

## SECTION 3.0: SPECIAL INSTRUCTIONS TO PROPOSERS

- 3.1. Quality and Workmanship:** The body, finish, fittings and all components shall be the latest and most current model, and shall not have been used as a demonstrator or any other service, unless otherwise stated in this document, and shall be factory standard in all respects not in conflict with the attached Owner solicitation specifications.

The design of the vehicle/equipment must be such that it does not hamper or restrict subsequent installation and use of emergency equipment, such as backup alarms.

When specifications for particular items are not defined, manufacturer's standards are satisfactory, provided the item is required for the proper performance of the equipment.

- 3.2. Emissions Standards:** As applicable by law: Vehicles/Equipment must be supplied with manufacturer's standard equipment and all devices necessary to be in compliance with the most current State of Colorado code, and the Federal Motor Vehicle Safety Standards. Vehicle must comply with all Federal and Colorado motor vehicle pollution control requirements and be capable of passing State emissions tests. Delivery must include any EPA documentation. Vehicles and/or Equipment not meeting the aforementioned standards will not be accepted.

- 3.3. Warranty:** All responses must include the manufacturer's standard warranty, and this information shall be provided with the proposal. Additional or extended warranties may be requested; if so, specific warranty information must be provided. The warranty period will commence after the equipment/vehicle is received and accepted by the Owner, unless special provisions are made with the successful provider.

As a minimum requirement, the proposer shall guarantee that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owner. Replacement parts of defective components shall be shipped at no cost to the Owner. Shipping costs for defective parts required to be returned to the awarded contractor/vendor shall be paid by the contractor/vendor.

- 3.4. Equivalent Product:** Proposals will be accepted for consideration on any make or model that is equal to the product utilized in the Specifications. Decisions of equivalency will be at the sole interpretation of the Owner. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal. Vendor must be prepared to demonstrate a unit similar to the one proposed, if requested.

- 3.5. Brand Names or Equal:** Whenever in this solicitation any particular materials, process, mechanism, and/or equipment are indicated, described or specified by patent, proprietary, or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating minimum acceptable requirements and will be deemed to be followed by the words, "or equivalent." Proof must be provided by offeror to show that the alternative product/equipment/vehicle is in fact, equal to specification requirements.

Proposals for similar manufactured items of like quality will be considered if the proposal is fully noted with the manufacturer's brand name and model. The Owner reserves the right to determine products of equal value. Proposers will not be allowed to make unauthorized substitutions after award is made.

- 3.6. Delivery Date:** All Proposals must be submitted with a delivery date.
- 3.7. Pre-delivery:** Prior to delivery, new equipment/vehicle must be completely serviced in accordance with standard new equipment “Make Ready” and to the manufacturer’s specifications.
- 3.8. Delivery:** All costs for delivery of the new unit will be assumed by the vendor and included in the net price. Unless stated elsewhere in this Proposal document, all deliveries will be made FOB Destination to Mesa County Landfill, 3071 Highway 50, Grand Junction, CO 81503.
- 3.9. Trade-In or Used Equipment Sale:** When trade-ins or used equipment sale (equipment and/or rolling stock) are presented in the specifications, the Owner reserves the right to reject any or all offers. Allowance for trade-in(s) and used equipment will be deducted from the full purchase price in computing the net purchase price. All trade- in(s) and used equipment are offered “as is”, with no guarantee or warranty—either implied or expressed—of any kind. Trade-in(s) or used equipment will not be available until the receipt and acceptance of the new unit unless agreed to by the Owner. Trade-in(s) or used equipment will be in the condition and appearance as appraised by the Offeror on or before the deadline for receipt of proposals as set forth in the Request for Proposals, except for normal wear and tear. Any damage such as collision, fire or vandalism, shall be cause for renegotiation or the Offeror’s withdrawal of the trade-in offer.

It is the policy of the Owner to maintain vehicles that continue to be used in the same condition as when offered for trade. Cracked or pitted glass will not be replaced unless defects obscure the vision of the driver.

It will be the responsibility of the offeror to examine the condition of the vehicles or equipment offered for trade or before submitting a proposal. No complaint on adverse conditions over and above normal wear and tear will be considered.

Trade-in vehicles or used equipment sales will not be available to the vendor until the new replacement unit is placed into active service, after all accessories have been installed and tested. Vehicles or equipment are normally traded with the same equipment as when purchased. Unless it is specifically stated on the proposal invitation, none of the special equipment or attachments which may be on the vehicle at the time of appraisal will be included with the trade-in or used equipment sale. This may apply but is not limited to utility bodies, winches, special hitches, carrying racks, warning lights, two-way radios, sirens etc.

To schedule an inspection of the Owner’s trade-in contact Cameron Garcia, Solid Waste Division Director at 970-255-0754, or [Cameron.garcia@mesacounty.us](mailto:Cameron.garcia@mesacounty.us).

- 3.10. Trade-In or Used Equipment Available:** The owner has one (1) unit that it would like to receive pricing for the trade-in or outright purchase of the Landfill’s current used unit. If the offeror also states pricing for replacement units, pricing stated shall **Not** be contingent of the trade-in or outright purchase of the current unit.

Available Equipment: **2011, Cat 826H, Serial Number CAT0826HAWF00590, approx. 8,000 Hours.**

- 3.11. Repair & Parts Manuals:** An Operators, Repair, Emissions, Electrical and Parts Manual will be supplied with each new unit. Manuals must be received prior to payment.
- 3.12. Manufacturer's Statement of Origin:** In the event that a new Unit is purchased, the new Unit shall be delivered with the Manufacturer's Statement of Origin (MSO). Failure to provide MSO shall be grounds to refuse to accept vehicle.
- 3.13. Title: In the event that a new Unit is purchased,** deliver the Title (if applicable) to: Mesa County Solid Waste Management, 3071 U.S. Highway 50, Grand Junction, CO 81503. If a problem arises in obtaining the Title within the 10 day window contact Cameron Garcia in the Solid Waste Management Division at [\(970\)-255-0754](tel:970-255-0754), or via E-mail [cameron.garcia@mesacounty.us](mailto:cameron.garcia@mesacounty.us).
- 3.14. Contract:** By submitting a response to this Request for Proposals, the proposer acknowledges that work performed under this contract is contingent upon the applicable fiscal year funding and appropriations by the Mesa County Board of County Commissioners.

**SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES**

**MINIMUM SPECIFICATION FOR: One (1), New, Current Model Year, Articulated, Steel Wheel, Landfill Compactor.** Proposals must be offered as a complete, turn-key unit. All specifications must be met or exceeded or may be considered non-responsive. Incomplete responses will not be considered. Proposer shall note any exceptions to the specifications on the Comment section. Proposer shall list in a separate attachment details concerning the exception. This sheet shall be labeled “Exception(s) to Conditions and Specifications”.

All equipment furnished under this contract shall be new, unused, and the latest model offered by the manufacturer’s current production (unless otherwise stated). Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use shall also be included.

	<u>Specification/Description</u>	<u>As Specified</u>	<u>Comments:</u> <u>(If not exactly as specified, explain any Deviation.)</u>
1	Minimum operating weight of 80,000 pounds, including blade and wheels (without the need for filling wheels or adding plating for ballast.)		
	<b>Engine:</b>		
2	Diesel, liquid cooled engine meeting all US EPA & CARB Tier 4 non- road emissions certifications		
3	Shall have a minimum of 400 gross horsepower		
4	Noise levels shall meet Federal and State laws		
5	Air cleaner shall be two stage, dry type, replaceable element		
6	Pressure lubrication, full flow filtered oil cooler		
7	Fuel tank capacity of not less than 125 gallons		
8	Fuel filter system with spin-on filters		
9	Gallons per hour		
	<b>Cooling:</b>		
10	Engine to be equipped with auto-reversing fan		
11	Full radiator guarding with easy and full access for cleaning		
12	Extended Life antifreeze protection to -33 degrees Fahrenheit		
	<b>Transmission:</b>		
13	Full power shift with oil cooler, single stage torque converter or hydrostatic		
14	Full soft directional shifts at full engine RPM		
15	<b>Steering:</b> Articulated frame type		

	<b><u>Specification/Description</u></b>	<b><u>As Specified</u></b>	<b><u>Comments:</u></b> <b><u>(If not exactly as specified, explain any Deviation.)</u></b>
	<b>Wheels/Teeth:</b>		
16	Number of compaction wheels- Four (4)		
17	44" minimum wheel width		
18	Wheel diameter, 60" minimum		
19	Minimum of 35 teeth per wheel		
20	6" tooth height minimum		
21	Teeth shall be guaranteed for 10,000 hours against wear		
22	Axel guard, wire wrap protection		
	<b>Brakes:</b>		
23	Hydraulically activated, oil cooled wet disc brakes or hydrodynamic		
24	Parking brake, mechanical or hydraulic meeting OSHA regulations		
25	Park brake to have an application indicator/buzzer		
	<b>Hydraulic System:</b>		
26	Fully filtered and enclosed with no vents or breathers		
27	Reservoir (s) to have level sight indicator		
	<b>Blade:</b>		
28	Straight with full width rugged trash guard		
29	Twelve (12) feet minimum width, fifteen (15) feet maximum width		
	<b>Cap and Hood:</b>		
30	Heavy-duty rollover cab enclosed and sealed against dust		
31	Doors and windows providing 360 degree visibility		
32	Front window guards		
33	Rubber mounted glass within cab		
34	Steps and handrails on each side of the cab		
35	Adjustable seat, dark cloth upholstery with seat belt		
36	Heavy duty air conditioner, heater and defroster		
37	Cab pressurization unit		
38	Front and rear cab mounted adjustable working lights		



	<b><u>Specification/Description</u></b>	<b><u>As Specified</u></b>	<b><u>Comments:</u></b> <b><u>(If not exactly as specified, explain any Deviation.)</u></b>
39	Instrument panel lights and interior cab lights		
40	Full view rear view mirror mounted inside cab		
41	Outside rear view mirrors, one on each side		
42	Instrumentation: tachometer, volt meter, engine coolant temperature, oil pressure, fuel level, hour meter, transmission oil pressure and temperature, air cleaner restriction indicator		
43	Radio ready with 12 volt, 15 amp service		
44	AM/FM radio		
45	Vandalism Protection Package		
	<b>Electrical System:</b>		
46	Minimum of 95 amp alternator		
47	Heavy duty diesel engine type battery(s)		
48	Electrical start with cab mounted controls		
49	Warning horn		
50	Heavy duty, two speed windshield wipers, front and rear		
	<b>Safety Equipment:</b>		
51	Electrical backup warning device, reverse activated		
52	One ten pound fire extinguisher mounted inside cab		
53	Equipment must meet any applicable safety standard at delivery		
	<b>General:</b>		
54	Hood and engine covers hinged and locking		
55	Full undercarriage protection with applicable access points		
56	Front and rear pull points (hooks or eyes) on frame		
57	Axle guard- wire wrap protection system		
	<b>Manuals (Two (2) copies of each of the following):</b>		
58	Complete parts book		
59	Complete service manual		
60	Complete operator's manual		
	<b>Parts and Service:</b>		
61	Vendor shall have facilities, skilled personnel, equipment and parts available to completely overhaul and repair the equipment		

	<u>Specification/Description</u>	<u>As Specified</u>	<u>Comments:</u> <u>(If not exactly as specified, explain any Deviation.)</u>
	with a 25 mile radius of delivery location. Attach a list which defines what factory or factory authorized service is available.		
62	Vendor shall have the facilities to store and distribute regularly needed service and maintenance parts within a 25 mile radius of delivery location. Such parts will be available within 48 hours of being requested, or the parts are free. Attach a list which defines these sources.		
63	Vendor shall guarantee that parts will be priced as low as such parts are sold to any other user and that if at any time the prices are reduced or increased to the general trade, it is understood that Owner shall not pay a higher price than any other such price in the general trade.		
64	Bidder shall include in the bid price, the expense of post-delivery inspection of the equipment to be provided approximately 30 days after the equipment is placed in service. Such inspection shall include checking, adjustment and/ or repair of all operating systems.		
	<b>Warranty:</b> Please state the following and supply manufacturer's documentation along with your response:		
65	All warranty work, recall work or mandated modifications, inspections or charges of any type must be accomplished at the offeror's expense and will include all parts/ materials, labor, travel time and/or mileage costs for mechanics, and/or transportation costs of equipment.		
66	Warranty the entire machine (full unlimited factory warranty) for a minimum period of five (5) years or 7,500 hours (Whichever comes first) from date of delivery.		

## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to H**.

- A. Cover Letter:** Cover letter shall be provided which explains the Contractor’s interest in the Solicitation. The letter shall contain the name/address/phone number/email of the person who will serve as the contractor's principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the contractor. By submitting a response to this solicitation the Contractor agrees to all requirements herein. The letter shall also contain information on the location and availability of replacement parts and service centers.
- B. Specification Form:** Provide a completed Specification Form (Section 4.0) along with “Exception(s) to Conditions and Specifications” sheet if necessary. Each multiple or “Alternate” proposal(s) shall contain a separate Specification Form specific to the equipment/vehicle provided.
- C. Solicitation Response Form:** Provide a completed Solicitation Response Form (Section 7.0).
- D. Government Lease Option:** Provide any and all necessary information regarding the Government lease option (if applicable) as described on the Solicitation Response Form (Section 4.0).
- E. Service/Preventative Maintenance Agreement:** The Owner is interested in an extended service and/or preventative maintenance agreement option. Provide any and all necessary information and fees regarding an extended service or preventative maintenance agreement. The service and/or preventative maintenance agreement option term shall match the warranty term proposed.
- F. Product Brochure and Warranty Information:** Copies of the Manufacturer’s warranties and/or guarantees along with any product brochure/manufacturer’s regular published specifications or literature shall be included. Any additions, deletions or variations from the manufacturer’s regular published specifications must be outlined. Provide any information

with regards to **Specification Line Items 61 through 66**. Include onsite service and warranty repair times and information as well.

- G. References:** A minimum of five (5) **references** with name, address, telephone number, and email address that can attest to your equipment (same make and model) of similar scope and size. **Proposals without references will not be considered.**
- H. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the equipment/vehicle(s) described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Life Cycle Costs
- Specifications
- Maintenance and Parts Location/Availability
- Warranty
- References
- Fees
- Product Demonstration (If Necessary)

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, contractor, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top rated proposer and will not negotiate with lower rated proposers unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews/Demo:** The Owner may invite the most qualified rated proposers to participate in oral interviews and or product demonstrations. The Owner reserves the right to request a working demonstration of the equipment prior to award. The Owner is willing to travel to nearby locations or entities for said purposes. All travel costs (if any) prior to the award for owner employees shall be the responsibility of the Owner. All Travel costs of the proposer shall be the responsibility of the proposer.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.

**SECTION 7.0: SOLICITATION RESPONSE FORM**  
**RFP-4233-16-NJ Articulated Landfill Compactor**

*The Owner reserves the right to accept any portion of the work to be performed at its discretion*

The Owner will receive electronic proposals through the Rocky Mountain E-Purchasing website, [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com), prior to the date and time indicated on the front of this document at which time the proposals will be publicly opened and read, for furnishing the materials, supplies, equipment and/or services, as shown below and/or attached hereto: **FOB DESTINATION** delivered to Mesa County, Colorado. **TRANSPORTATION CHARGES PREPAID.** All in accordance with the solicitation conditions, special provisions, and specifications attached or as indicated below.

Proposers may submit pricing for one, all, or combination of the following options (A--E). The Owner reserves the right to enter into agreements with one or more proposers submitting responses to this solicitation. Selection criteria are not limited to the lowest price and are outlined in section 6.2.

	<b>Option A:</b> Purchase One (1) New Current Model Year Articulated Landfill Compactor with Trade-In Allowance	<b>Option B:</b> Purchase One (1) New, Current Model Year, Articulated Landfill Compactor with no Trade-In Allowance	<b>Option C:</b> Government Lease Option for One (1) New Current Model Year, Articulated Landfill Compactor with Trade-In Allowance	<b>Option D:</b> Government Lease Option for One (1) New Current Model Year, Articulated Landfill Compactor with no Trade-In Allowance	<b>Option E:</b> Outright Purchase of County Owned Used Unit
Year					2011
Manufacturer					Cat
Model No.					826H
Unit Price					
Less Gross Trade-In Allowance (Options A and C only)					
Balance for Purchase or Lease					
Interest Rate (%)					
60 Month Lease Term Monthly Payment (Options C and D Only)					
10 Month Lease Term Monthly Payment (Option C and D only)					

**DELIVERY:** State expected delivery time after receipt of order. \_\_\_\_\_ days ARO (After Receipt of Order)

**Order Cutoff Date** (Please specify the order cutoff date if any): \_\_\_\_\_

**WARRANTY:** Specify Warranty and supply manufacturer's documentation:

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

**Comments:**

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

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for One Hundred Twenty (120) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by Mesa County are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-04241. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. Payment Terms \_\_\_\_\_.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: \_\_\_\_\_.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date