VILLAGE OF SCARSDALE

WESTCHESTER COUNTY, NEW YORK

**NOTICE TO BIDDERS**

**VM CONTRACT -1098 – FURNISH AND DELIVER ONE (1) TWO TON PROPANE ASHPALT RECLAIMER**

PLEASE TAKE NOTICE, that Sealed proposals will be received by the Board of Trustees of the Village of Scarsdale, through its agent Marie Louise McClure, Village Treasurer, in the Village Hall, Scarsdale, NY until 2:00 PM. on Tuesday, September 14, 2010 at which time they will be opened and read aloud for **VM** **CONTRACT -1098 – FURNISH AND DELIVER ONE (1) TWO TON PROPANE ASHPALT RECLAIMER.**

The necessary specifications and bid proposal form are available at the Office of the Superintendent of Public Works, 1001 Post Road Scarsdale, New York 10583.

A bid bond, certified check or bank check in an amount of Five Hundred Dollars ($500.00) must accompany the bid proposal.

The bid shall be submitted in a sealed envelope plainly marked "VM CONTRACT -1098 – FURNISH AND DELIVER ONE (1) TWO TON PROPANE ASHPALT RECLAIMER ".

The Village of Scarsdale reserves the right to accept or reject any or all bids and to award same in a manner it deems to be in the best interest of the Village of Scarsdale.

For more information, please call the Village of Scarsdale Department of Public Works at (914) 722-1150.

Alfred A. Gatta

Village Manager

Date of Publication: August 27, 2010

Village of Scarsdale

Westchester County, New York

Information for Bidders

**Contract VM-#1098**

Material & Labor to be Furnished:

Sealed proposals will be received by the Board of Trustees, through its agent Mary Lou McClure, Village Treasurer, at the Village of Scarsdale, Westchester County, New York, in the Village Hall until 2:00 p.m., Tuesday, September 14, 2010 for **Furnish and Deliver One (1) Two Ton Propane Asphalt Reclaimer**

Bids Received:

Bids shall be made on the form of proposal attached hereto and the envelope addressed as follows:

Bid for: **Furnish and Deliver One (1) Two Ton Propane Asphalt Reclaimer** - Contract VM-#1098

Attention: Mary Lou McClure, Treasurer's Office

Opening: **Tuesday, September 14, 2010, 2:00 P.M.**

Bids not so made will not be considered. Proposal and Bid Security shall be delivered to Mary Lou McClure, Treasurer's Office, Village Hall, Scarsdale, New York, on or before 2:00 P.M., Tuesday, September 14, 2010 at which time all bids will be publicly opened and read.

Bid Security:

Each bidder shall at the time of filing his proposal, deliver therewith cash, bid bond or certified check of the bidder in an amount of $500.00. The bid deposit or bid bond of the successful bidder will be held until the contract has been executed and required insurances and bonds are submitted and accepted by the Village. Bid deposits or bid bonds of the unsuccessful bidders will be held until the award of the contract has been fully executed or all bids rejected.

If the bidder to whom the contract is awarded shall fail to sign and execute said contract within 10 days after notice that the contract has been awarded, then the aforesaid bid deposit shall be considered as liquidated damages and shall be forfeited to the Village of Scarsdale or if, in lieu of a bid deposit the successful bidder has submitted a bid bond, the Village will make claim there under for all damages it may suffer by reason of bidders default.

If the successful bidder fails to perform in any manner inconsistent with these contract documents, the Village has the right to cancel this contract and the bid security shall be considered liquidated damages and shall be forfeited to

the Village.

Bidders Qualifications:

Each bidder shall present evidence that he is normally engaged in the type of work bid upon and shall satisfy the Board as to his financial qualifications. He shall make himself thoroughly familiar with the specifications before submitting his proposal in order that no misunderstanding shall exist in regard to the work to be performed under this contract. No bids will be considered from bidders who are unable to show that they are normally engaged in the type of work on which they are bidding on.

Acceptance or Rejection of Bids:

The Board of Trustees of the Village of Scarsdale reserves the right to reject any or all proposals, to omit any item or items, to award this contract in parts to various contractors, to waive any informality in the proposal or to approve minor changes in the specifications if deemed advisable in the interest of the Village.

The Board of Trustees may reject any proposal where there is substantial evidence that the bidder has performed previous work in willful contravention of the terms and conditions of the specifications and contract, and who has delayed such work unnecessarily.

The Board of Trustees reserves the right to reject any bid not accompanied by specified documentation and bid security. The Village of Scarsdale reserves the right to reject any Bid if it shows any omissions, alterations of form, additions not called for, conditions or qualification, or irregularities of any kind.

Bids to Remain Open:

All bids shall remain open for 45 days after the day of the opening of Bids, but the Village may, in their sole discretion, release any bid and return the bid security prior to that date.

Withdrawal of Bids:

A bidder may withdraw his Bid before the time fixed for the opening of bids by communicating his purpose in writing to the Village. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.

Assignment:

The Contractor shall not assign by power of attorney or otherwise the work or any part thereof without the previous written consent of the Village and shall not either legally or equitable assign any of the money payable under this

agreement or his claim thereto unless by and with the like consent of the Village.

Refusal to Testify:

Upon the refusal of a person, when called before a grand jury, 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 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 to or receiving rewards 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 to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after July 1, 1959 or with any fire district or any agency or official thereof on or after September 1, 1960, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled 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.

Non-Collusive Bidding Certification:

(a) 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 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.

Disqualification of Bidders:

Bids will not be accepted from firms which have pleaded guilty to or, otherwise, been convicted of bid-rigging or related criminal charges. Nor will bids be accepted from firms which include a principal or an officer who has pleaded guilty to or, otherwise, been convicted of bid-rigging or related criminal charges. Such bidders are disqualified from bidding on this project.

Contract VM-#1098

General Conditions

**Furnish and Deliver One (1) Two Ton Propane Asphalt Reclaimer;**

General: The contract shall consist of furnishing and installing the equipment all in conformance with the Contract Documentation.

Contract Number: For the purpose of identification, the work under this contract will be known as Contract VM-#1098.

Quality of Bids: Bids are required to be in compliance with the intent of these specifications. Any deviations from these specifications or clarification of item(s) being submitted shall be explained in a ***LETTER OF EXCEPTION*** attached to the bid.

Model Furnished: The equipment shall be standard production model at the time of bidding, shall be new in every respect and shall conform to all applicable rules and regulations of the New York State Department of Motor Vehicles and to be equipped with the safety devices required by Federal Motor Vehicle Safety Standards and all other duly authorized Federal, State and Local Agency Standards in effect at the time of delivery.

Optional Items: The bidder may wish to furnish a list detailing optional items that he/she feels enhances the operation of the equipment. A bid price shall be furnished for these options, but separate from the basic bid for the unit. The Village of Scarsdale reserves the right to accept any combination of these options with the basic bid as it determines in its own interest.

Time and Place of Delivery: Time is essential to the award of the contract. Bid may be awarded to other than the lowest dollar bid in order to meet the delivery date. The contractor shall furnish, install, and deliver the equipment to the Village within 120 calendar days after Village Board of Trustees approval by resolution of the contract award and the subsequent forwarding of a Village purchase order for all items awarded. The contractor will not be held liable for delay in delivery caused by accidents, strikes, or events not subject to his/her control. Any unit not delivered in the time specified in the proposal will be considered a violation. Units shall be bid FOB Village of Scarsdale, Highway Garage, 25 Ramsey Road, Scarsdale, NY 10583.

Bid Price Guarantee: The contractor shall guarantee the bid price on the equipment specified in the Base Bid and Bid Alternate.

Warranty: The Contractor warranties that all equipment furnished under this Contract is under warranty for a term of one year, except as indicated otherwise in the detailed specifications, from the date upon which the equipment is received and accepted by the Village.

The Contractor agrees that they will promptly make any and all repairs required under the warranty.

The Contractor also agrees to furnish, prior to payment, a warranty certificate covering the cost of making any repairs under the warranty.

Operation Manual(s):

At the time of delivery, the Contractor shall present to the Village the standard equipment operation manual in written and if available digital form.

Training:

Contractor shall provide sufficient training for use and operation of the equipment as specified by the Superintendent of Public Works.

Lump Sum Payment:

Payment for the equipment will only be made after receipt in the Village of Scarsdale of the completed operating equipment and upon successful comparison of the unit to the detailed specifications. Payment for delivery will be made after submission of executed voucher on form provided by Village, verification of delivery by a Village Representative and approval by the Board of Trustees. Payment will only be made for items received.

NOTICE: No payment for materials will be made to any successful bidder unless and until he/she has provided the village with satisfactory certification that he/she has paid for all materials and accessory suppliers for those items furnished.

# Village of Scarsdale

# SPECIFICATION FOR:

**Two (2) Ton Propane Asphalt Reclaimer**

I. Intent

It is the intent of this document to describe a two ton propane asphalt reclaimer.

This unit shall be built to the manufacturer’s standard. It shall be equipped with the manufacturer’s equipment and accessories that are included in the advertised and published literature for the unit. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid. The successful bidder shall deliver to the Village of Scarsdale, a new and previously unused unit in complete working order, which meets or exceeds the various specifications and requirements described herein.

All components in this system shall be domestic manufacture. In addition, the items listed below shall be considered as part and parcel to the bid and the property of the Village of Scarsdale.

Specifications - in the event an alternate is bid vendor shall at the time of the bid submit two (2) copies of the technical description of the unit and components he / she proposes to furnish. (I.e. chassis, hydraulic system, coating system,) Said representations should be sufficiently detailed so as to address this bid on an item-by-item basis. Specifications submitted by vendors shall be instrumental in substantiating compliance with this bid.

Brochures - for the purpose of evaluation each vendor shall at the time of the bid for each alternate proposed, submit two (2) copies of manufacturers color brochures depicting current production model, by means of photograph, of the unit and components he / she proposes to furnish. (Xerox, Fax Copy, or Artist sketch not acceptable.) Brochures should be sufficiently details so as to clearly illustrate general arrangement and fabrication of the chassis, hydraulic system, coating system.

Coating Samples - for the purpose of evaluation each vendor shall, at the time of the bid, for each alternate proposed, submit both wet and dry sample of the rust preventive, abrasion resistant coating he / she proposes to furnish.

Warranty- Copy of manufactures warranty shall be included at the time of bid.

Failure on the part of any bidder to comply with each of the aforementioned mandatory requirements may result in the rejection of his or her bid.

Vendors are cautioned to respond to this bid on an item-by-item basis in the area provided for this purpose (“Compliance/Exception”) Submission of required product specifications and brochures does not qualify as a response.

In the event an alternate is bid, the Village of Scarsdale reserves the right to request a demonstration within 10 days of notification. Demonstration will be conducted within the Village of Scarsdale, free of charge. Failure on the part of any vendor to comply with request for demonstration may result in disqualification of his / her bid.

Delivery may be a factor of prime importance in the award of this bid. Vendors bidding an alternate must state guaranteed delivery date in days. Failure to do so may result in disqualification of bid.

**Technical Specifications**

1. ***Asphalt Storage Bin:***

The asphalt storage bin will hold a capacity of up to two tons of asphalt hot mix. The storage bin will be constructed of all welded steel pieces. The floor will be constructed of one solid piece of ten gauge steel. The sides, front and rear walls will be constructed of 14 gauge steel each a solid piece. The interior heat exchange funnel will be of 12 gauge solid steel. All seams will be a continuous weld. Interior welded ribs at strategic points offer additional structural integrity.

Stainless steel panels fabricated of 14 gauge steel and high temperature insulation are attached at strategic points to offer protection from overheating areas of the enclosure. The rear panel of the bin provides a single shovel port attached to the outer skin of the unit by welded 14 gauge metal. The tapered walls of the storage bin offers gravity feed of the material towards the shovel port.

Attached to the storage bin is the outer shell of the unit. The outer shell will be fabricated of braced 16 gauge steel. The bottom floor of the unit supports the storage bin with braced channel. A third wall of reflective aluminum is attached and located between the storage bin and the outer shell. A 2,300 degree Fahrenheit (2,300oF) refractory ceramic insulation located between the reflective wall and bottom floor insulates the bottom of the unit. High temperature fiber glass insulation not less than two inches (2”) in thickness insulates the exterior walls of the unit. All pieces of the outer shell will be of continuous weld construction.

1. ***Heating System****:*

The heat source is a 60,000 BTU liquid propane gas vapor burner. Temperature is monitored by a thermostat. The thermostat controls the temperature settings from 175 to 350 degrees Fahrenheit (175oF to 350oF). Gas control valve power is supplied by a self-maintaining 750 MV power pile generator. An electric igniter provides pilot ignition. Main gas valve provides the one hundred (100%) percent safety shut-off feature in the event of pilot failure.

The LPG burner is mounted under the storage bin. An access panel allows installation, removal and maintenance of the burner. High temperature insulation, reflective aluminum and stainless steel deflect heat to provide optimum efficiency. A combination of convection heating and conduction heating will provide the energy required to heat the material enclosed in the storage bin.

Vapor withdrawal from two (2) 100 lb. cylinders at the front area of the unit is provided; the cylinders will supply fuel to the burner system. The cylinders will be secured safely for travel by permanently attached 3/16” chains and adjustable turnbuckles. Approved fuel supply hoses will be supplied with the unit. Automatic changeover gas controls will be supplied and attached to the unit.

1. ***Shoveling Port:***

A single shoveling port located at the rear of the unit is provided for unloading material. The shovel port must be large enough to accommodate standard use asphalt shovels. The doors will be fabricated of welded 16 gauge steel with high temperature insulation enclosed inside the doors. The doors travel in a sliding track which is equipped with a safety latch feature to keep shovel doors open during use. The shovel port is to be a minimum of 16” high by 16” wide.

1. ***Shovel Brackets:***

The shovel brackets are located on the passenger side of box; they are a holster type design to aid in the storage of shovels. The brackets will be permanently attached and capable of securing not less than two standard asphalt type shovels during travel. The shovel will be easily accessible from the rear working area of the unit.

1. ***Filling Door:***

A single shock assisted lid is designed to accommodate easy loading of asphalt. The cover/lid will be constructed of 16 gauge steel insulated with not less than three (3”) inches of high temperature insulation to offer optimum efficiency. The shock assisted handle allow easy, one man lid opening and closing. The handle allows the user to open and close the unit from a ground standing position. Safety prop rod is inserted into position and does not allow the lid to close without the user removing the prop rod. Additional grab handles are located on the opposite sides of the lid. When in the open position, the top cover creates a funnel designed large enough to easily maneuver the unit under standard asphalt filling stations (batch or silo type plants) for filling.

1. ***Trailer Design:***

Trailer frame will be six inch (6”) at 8.2 lb. channel outer frame including front and rear cross members. Interior cross members will be four inch (4”) at 5.4 lb. channel. The trailer will have a single 7,000 lb. rated torque flex axle with three (3”) inch drop for a low profile. Wheels will be 16” white spoked rims and ST235/80R16 tires with a minimum load rating of 3,520 lbs. each. Tires indicating the US DOT Tire Identification Number (required by DOT after 01/01/2008) shall be used.Twelve volt DC electric brakes will be provided on both wheels. Front leveling jack will be 5,000 pound minimum capacity with 15” adjustable pad. Towing eye will be solid forged steel with minimum three inch (3”) interior diameter with height adjustment. Safety chains will be permanent attached 3/8” Class III with grab hooks. Combination stop/tail lights and marker lights will be properly located and wired with not less than 16 gauge UL approved wiring.

The front frame of the trailer will enclose the utility area. A 3/16” braced expanded metal steel grating will be the flooring of the utility area. Permanent attached hooks located inside of the trailer frame offer safety securing devices for tools and equipment during travel. Cross member framework will aid in securing the propane cylinders. The platform must be able to hold a plate tamper or roller.

1. ***Paint:***

All pieces exposed shall be properly coated. All bolt-on parts are painted prior to assembly.

All wiring, parts, burner, etc. are not to be painted. All parts, trailer, and hopper are sandblasted prior to painting. Automotive primer shall be sprayed on all parts and entire unit.

Two coats of urethane finish topcoat for 6 mil thickness.

 ***8.0 Utility Hand Torch***

A 50,000 BTU hand torch will be supplied. The torch will receive its fuel supply from the existing liquid propane gas cylinders which supply the fuel to the unit. The torch will have connections located at the rear of the unit making it nearest to the normal working area. Three-eighths inch (3/8”) approved quick couplings will be used for easy removal. A manual lighting procedure will be required for ignition. On/off flow control type valve shall be attached to the torch.

**EXCEPTIONS AND DEVIATIONS:**

Bidder shall fully describe every variance, exception, and/or deviation. If additional space is needed, please include additional sheets.