

**LEGAL NOTICE**  
**INVITATION TO BID**  
**TOWN OF MONROE**

The Town of Monroe is accepting bids for the following:

- (1) Custom Built Mid-Mount Aerial Platform for the Monroe Volunteer Fire Department
- (1) Custom Built Rescue Pumper for Stepney Volunteer Fire Department
- (1) Custom Built Triple Combination Tanker Pumper for the Stepney Volunteer Fire Department
- (1) Custom Built Triple Combination Fire Pumper for the Stevenson Volunteer Fire Department
- (1) Peterbilt Chassis 3000 Gallon Fire Tanker for the Stevenson Volunteer Fire Department

Bid packages are available by calling the First Selectman's Office at 203-452-2821 from 9 to 4, Monday, Thursday and from 9 to 1 Friday. All bids shall be submitted in a **sealed envelope** clearly marked "**Fire Apparatus Bid**". The Bids shall be sent to the First Selectman's Office, 7 Fan Hill Road, Monroe, CT 06468 and will be accepted until the deadline of 1 p.m. on October, 13<sup>th</sup>, 2016. **Bids for all five fire apparatus must be submitted. No bids may be submitted or withdrawn after this deadline. The Town reserves the right to reject any and all bids in the best interest of the Town.** The following general terms shall apply to all Bid packages and/or responses to this notice:

1. Questions from prospective respondents will be received by the First Selectman's Office, Monroe Town Hall, 7 Fan Hill Road, Monroe, CT 06468 until 4:30 p.m. September 29<sup>th</sup>, 2016. All questions received by this deadline will be answered by the Monroe Fire Truck Acquisition Committee to the extent possible, no later than October 6<sup>th</sup> 2016. All prospective respondents will receive answers to all questions submitted. The Town reserves the right to consolidate similar questions into a single response. The Town reserves the right to pursue or reject any or all proposals, in whole or in part; to waive any informalities and to pursue any proposal deemed to be in the best interest of the Town of Monroe.

2. All written responses to any questions proposed shall be in writing only. Any oral responses shall not be considered as responses from the Town of Monroe. Any answer to the questions must be posted by the deadline for the submission of the sealed Bid packages to the Town of Monroe.

3. Funding: This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town in the annual budget and/or bond funding approval and receipt for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

4. The party submitting a sealed Bid in response to this RFQP shall be responsible for timely delivery. There will be no exceptions of late proposals and the Town of Monroe does not accept any responsibility for a late filing for any person and/or entity responding to this Bid proposal.

**5. Josh Krize, Chairperson Fire Truck Acquisition Committee, Deputy Chief Monroe Volunteer Fire Department.** This party is the only person that will submit any responses to any questions submitted by possible responders to the Bid proposal. There shall be no oral modification of the RFQP under any circumstances. There shall be no exceptions to this standard.

**6. The Town shall reserve rights to amend or to terminate the RFQP at its sole discretion for or after receiving proposals.**

7. Disclosure RFQP responses is not required until the contract is negotiated or negotiations on said contract have ended whichever is earlier. The RFQP response may contain confidential and/or proprietary information of the proposer that claims not to be disclosed. The burden shall be on the proposer to identify confidential information and said burden shall not be placed on the Town of Monroe under any circumstances.

The proposer of said Bid acknowledges and agrees that if the Town of Monroe has received a request for confidential information then the proposer shall have (7) seven business days to oppose this request. If they do not exercise this right then the information shall be released to the party requesting it.

8. The proposers must disclose in writing any exceptions to the RFQP and their proposal shall be no exceptions to this requirement. The exceptions to the RFQP shall include but shall not be limited to:

- a. Deviations from specifications.
  - b. Inability or unwillingness to meet any requirements of the RFQP.
  - c. Objections to insurance or bonding requirements.
  - d. Disagreement with any required contract term.
9. The proposers must inform the Town of information concerning any:
- a. Listing on the State of Connecticut's Debarment List.
  - b. Ineligibility per Connecticut General Statute 31-57b be awarded the contract because of occupational safety and health violations.
  - c. Arbitrations and litigation which the proposer is a party.
  - d. Criminal proceedings in which the proposer or any of its agents, servants and employees is a party.
  - e. Local ethics law, regulation, ordinance or policy violation. For this particular requirement the proposer must identify its principal for purposes of doing proper background checks.

- f. The Town of Monroe reserves its right to request additional information from proposers. The submitted proposals are the Town's property and will not be returned.
- g. The proposer is solely responsible for the cost of its proposal.
- h. The proposer is presumed to have full knowledge of the RFQP (and any addenda), the project scope or work to be done, the worksite layout and conditions, and all applicable laws.
- i. Insurance: The proposer acknowledges that in addition to the specification of insurance coverages and/or amounts as stated in the Bid package that the Town of Monroe reserves the right to:
  - 1. Retain the right to obtain copies of full policies and/or endorsements.
  - 2. That the Town of Monroe is named as an additional insured on any of the coverages involved under this bid package.
  - 3. That coverage may be voided if an injury occurs before the contract is executed.

10. The request for qualifications and proposals (RFQP) does not commit the Town to award a contract, either expressed or implied, to pay costs incurred in the preparation of a proposal regarding to this request, or to procure a contract for service.

11. Buy costs are a significant consideration, this RFQP shall not be construed to be strictly a low bid process. A contract, if awarded, will be negotiated with a company who can best meets the Town's needs as identified in this **[RFQP]**.

12. Respondents must provide (3) printed copies of their submission.

13. Should a contract be awarded the Town of Monroe will require successful bidder to agree to defend, indemnify and hold harmless the Town of Monroe and their municipal officers, directors, employees and agents for, from and against, any claim, loss liability, cost and expense for bodily injury and property damage including reasonable attorney's fees, court costs and expert witness fees, directly or indirectly relating to, resulting from or arising out of such Contract with them in the building and/or the manufacturing of the items of fire apparatus under such Contract. This indemnification shall not be effective as to any loss attributable exclusively to the negligence or willful act or omission of the Town of Monroe and/or their officers, directors, employees and agents. Please indicate either your ability or inability to comply with this requirement.

14. The Town of Monroe states that it will not make a reciprocal promise to defend and indemnify the successful proposer.

**Josh Krize,  
Chairperson Fire Truck Acquisition Committee  
Deputy Chief Monroe Volunteer Fire Department**