

**CITY OF BERWYN DEPARTMENT OF PUBLIC WORKS  
REQUEST FOR PROPOSAL (RFP)**

**Mounted Hydraulic Breaker for  
7 to 10 ton carriers**

**DUE: MARCH 15, 2016 AT 3:00 PM GENERAL INSTRUCTIONS**

The City of Berwyn, Illinois (hereinafter referred to as City), through the Office of the City Clerk, will accept sealed Proposals for purchase of a “**Mounted Hydraulic Breaker**” from qualified firms (hereinafter referred to as contractor, responder or proposer). The required services are detailed in the attached and specifications and shall be in accordance with the conditions set forth herein.

**Note: The City’s intention is to obtain the best quality breaker at the best price determinant on several factors as evaluated by the Public Works Director.**

**1. PREPARATION OF PROPOSALS**

- a. Proposals shall be submitted by using **ONLY** the enclosed **PROPOSAL FORM** that accompanies this request. **Failure to use the attached PROPOSAL FORM(s) as contained herein may result in disqualification of a Proposal.**
- b. Submit one (1) ORIGINAL and two (2) EXACT COPIES of the proposal.
- c. Proposals shall be written in ink and submitted in a clear, concise and legible manner to permit proper evaluation.
- d. Responders may also submit, under separate cover with their response, any samples of reports and documents that are necessary to meet the requirements (deliverables) of this request should a purchase order be awarded.
- e. Please be advised that an individual authorized to contractually bind your organization with regard to price and related contractual issues must sign your Proposal.
- f. No proposal will be considered if the respondent has any outstanding debts with the City of Berwyn.

**2. PROPOSAL SUBMISSION**

All Proposal responses are to be submitted in a sealed envelope addressed as follows:

**City of Berwyn – City Clerk**

**DUE: March 15, 2016 by 3:00 p.m.**

**OPENED AND READ ALOUD – March 15, 2016 at 3:00 p.m. in the second**

**floor Conference Room**

**City of Berwyn**

**6700 West 26<sup>th</sup> Street**

**Berwyn, IL 60402**

**3. PROPOSAL TIME**

- a. Proposals shall be received at the Office of the City Clerk, City Hall, prior to the advertised hour of opening, at which time all Proposals will be publicly opened and

read aloud.

b. A Responder may withdraw a Proposal at any time prior to the above scheduled date and time.

**c. Any Proposal received after the above scheduled date and time shall not be considered or opened.**

**4. CITY OPTIONS**

a. The City of Berwyn reserves the right to reject any and all Proposals and does not bind itself to accept the lowest priced Proposal or any Proposal. This right rests solely with the City.

b. The City reserves the right to ask for new Proposals in whole or in part, or to reject any or all Proposals, or any part thereof, and to waive any requirements, irregularities, technical defects or service therein when it is deemed to be in the best interest of the City. This right rests solely with the City.

c. If a Proposal does not meet or better the required specifications, requirements, and scope of work requested on all points that must be outlined in a letter attached to the Proposal otherwise it will be presumed that the Proposal is in accordance with the required specifications.

5. **WARRANTY OF HYDRAULIC BREAKER :**

The warranty of the product will be used to help determine our choice of vendor. The City reserves the right to choose the lowest best bid and not necessarily the lowest bid. Among items we will consider are: 1. Quality; 2. Price; 3. Warranty, 4. Servicing, etc.

6. **PRICING**

- a) The requirements and specifications of this request call for a specific item being purchased and do not permit any substitutions.
- b) All prices quoted are to be firm for a period of 1 year.

7. **TAXES**

All purchases made by the City, and associated with the award of this requirement shall be tax exempt. Any taxes must not be included in Proposal prices. A City Tax Exemption Certificate shall be furnished upon request.

8. **INQUIRIES**

- a. All inquiries regarding this request shall be answered up to the close of business on March 10, 2016, after which time no additional questions will be accepted. To ensure consistent interpretation of certain items, answers to questions the City deems to be in the interest of all respondents will be made available in writing or by E-mail as appropriate to all responders.
- b. Inquiries of a technical nature may be directed to Mr. Robert Schiller at 708-749-6510; [rschiller@ci.berwyn.il.us](mailto:rschiller@ci.berwyn.il.us)
- c. After Proposals are received, the City reserves the right to communicate with any or all of the responders to clarify the provisions of Proposals. The City further reserves the right to request additional information from any respondent at any time after Proposals are opened.

9. **AWARD AND AUTHORITY**

The City Clerk will issue notification of award and acceptance of a proposal(s) in writing. Failure to comply with the requirements and specifications contained herein may result in immediate termination of the selected contractor.

10. **TERM OF AWARD AND OPTION TO RENEW**

- a. The City requires firmed fixed prices for a period of two (1) year.

11. **ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS**

Any assignment or subcontracting by the selected contractor for goods to be provided, in whole or in part, and any other interest in conjunction with the requirements associated with this request shall not be permitted without the prior express written consent of the City of Berwyn.

12. **HOLD HARMLESS CLAUSE**

The successful responder(s) agrees to indemnify, hold harmless and defend the City from and against any and all liability for loss, damage or expense which the City may suffer or for which the City may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under an agreement with the City, whether or not due in whole or in part of any act, omission or negligence of the City or any of his representatives or employees.

**13. WORK REGULATIONS AND STANDARDS**

- a. All work activities performed in association with this request must be performed and completed for the City in accordance with current Federal, State and Local regulations and labor laws.
- b. The responder shall certify that all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended.
- c. The successful responder will further certify that all items furnished under this contract will conform to Federal and State of Illinois OSHA standards. Arboriculture operations must be performed to comply with all American National Standards Institute ANSI 300 guidelines and the procedures and techniques of the International Society of Arboriculture ISA.

**14. PERFORMANCE AND TERMINATION – TIME IS OF THE ESSENCE**

The type of equipment requested is essential for the day-to-day operation of City facilities and Time is of the Essence. The selected firm shall provide the breaker consistent with good professional practice and in accordance with the standards and specifications set forth herein. In the event of unacceptable performance of the hydraulic breaker, the City shall be under no obligation to make payment and may terminate any contract award.

**15. PAYMENT AND INVOICING**

Payment

- a. Payment based on detailed invoice provided by contractor.
- b. Payment shall be made within 45 days after delivery.

Detailed invoices shall be submitted:

- a. The City shall issue payment to the selected firm for work assigned solely for the amount submitted by that firm for the amounts specified in its response.
- b. Payment terms are net (45) days.
- c. The contractor shall submit an ORIGINAL and one (1) copy of the invoice for payment to:

City of Berwyn  
Public Works Department – Robert Schiller  
One Public Works Drive  
Berwyn, IL 60402

**16. CONFLICT OF INTEREST**

No purchase shall be made from nor shall products and services (other than services as an officer, agent, or employee of the City ) be secured from any officer or employee of the City , or from any partnership or corporation in which such City officer or employee is a partner or officer, or holds a substantial interest, unless such relationship and the fact that such purchase is contemplated shall be made known in writing to the agency making such purchase, and notice thereof posted, for at least five (5) days before such purchase be made, in the office of the agency making such purchase and in a public place in the Berwyn City Hall.

17. **NON-COLLUSION**

In submitting a Proposal, the responder declares that its Proposal is made without any connection with any persons making another Proposal or the same contract; that the Proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the City, or any person in the employ of the City is directly or indirectly interested in said Proposal or in the supplies or work to which it relates, or in any portion of the profits thereof

18. **ADENDUMS**

**It is the responsibility of a responder to verify prior to final submittal of a Proposal if any addenda to this request have been issued. Any addenda to this request shall be posted on the City of Berwyn website [www.berwyn-il.gov](http://www.berwyn-il.gov)**

**CITY OF BERWYN  
DEPARTMENT OF  
PUBLIC WORKS  
REQUEST FOR  
PROPOSAL (RFP)**

**Mounted Hydraulic Breaker for  
7 to 10 ton carriers**

**DUE: MARCH 15, 2016 AT 3:00 PM SPECIFICATIONS**

**AND REQUIREMENTS**

**GENERAL REQUIREMENTS**

- a) The City Purchasing Authority reserves the right to determine the qualifications of each responder and award the contract for the lowest qualified Proposal and/or to reject all Proposals. All Proposals shall be valid and are the property of the City after opening.
- b) All work shall be initiated by the Director of Public Works or designated employee of the Berwyn Public Works Department. The proposed work will be jointly inspected by a representative of the firm, a Berwyn Public Works Department designee, and/or the Berwyn Director of Public Works.
- c) From the inspection, a verbal authorization to proceed or purchase order shall be issued. Upon completion of the agreed to project, a final inspection will be made by the Berwyn Public Works Department and upon their approval, a Contractor invoice will be processed for payment.
- d) The selected firm is not allowed to subcontract or assign this contract without written consent of the Public Works Director.
- e) The selected firm shall provide the City with a reliable method for 24-hour emergency contact.
- f) Response Time: **TWENTY-FOUR (24) hour response time at the Berwyn Public Work's Dept** after contacted by City for Emergency Operations for service. Also, the vendor must be available via cell phone within 2 hours of the first call.
- g) **Prequalification:** The City reserves the right to inspect all equipment of the firms it is considering prior to making the award.

**1. SCOPE OF SERVICE**

**INTENT:**

It is the intent of these specifications to describe a BOOM MOUNTED HYDRAULIC IMPACTING HAMMER ("BREAKER") to be used in various,

general construction, demolition, and/or related applications. All specifications not listed as a range shall be considered MINIMUM requirements, unless noted otherwise for any particular specification. Bidders may only offer new, standard, current model products to meet these specifications.

**INSTRUCTIONS:**

Bidders shall indicate compliance with each specification by marking YES or NO adjacent to each item. If *NO*, bidders shall explain fully the nature of the exception. Where the item bid differs from the specification, please note the actual specifications of the product offered. Any modifications made to a standard unit so that it can meet the specification must be indicated by marking NO in the appropriate place, and should be fully explained in the exception.

**GENERAL DESCRIPTION:**

1. The breaker specified is designed to fit carriers from 7 to 10 tons gross weight, and is appropriate for a backhoe loader or mini-excavator.
2. The breaker has a gross, physical weight of at least 1250 lbs and no more than 1500 lbs., including mounting bracket and working steel.
3. The breaker is totally hydraulic in operation, and uses no mechanical drive components. The breaker offered is a DIRECT ACTING hydraulic design, and requires no dedicated oil cooler for proper operation.
4. The breaker includes a single, replaceable diaphragm type accumulator, incorporated into the design of the unit to dampen hydraulic pulsations. (In-line accumulators are not acceptable.)
5. The breaker is equipped with both an internal shock dampening system to reduce and recover reflected impact energy, and external dampening system to eliminate high-frequency vibration and minimize ambient noise.
6. The breaker body is enclosed within a welded steel case, shock dampened, and sound baffled to reduce noise levels for use in city environments.
7. The breaker uses a light-weight shuttle valve, which has only one

moving part, and can be adjusted to change the oil consumption and impact frequency of the breaker.

8. The tool retainer chuck housing incorporates a replaceable wear bushing, a ventilation port for submersible operation, and is equipped with grease fittings for proper lubrication.
9. The breaker is designed with reverse taper, CD style through bolts to provide even load distribution and reduce the chance of through bolt failure within the hex nuts.
10. The breaker will be delivered equipped with ONE (1) working steel (Moil Point, Chisel, or Blunt Tip) constructed of hardened alloy steel, with an average nominal diameter of 3.5", and a working length of 19" or more. It is secured into the chuck housing by a double retainer pin system.
11. The breaker will be supplied with mounting matched to the specified carrier, whip hoses, and an individual service tool kit, and will include complete parts and maintenance instructions.
12. The breaker is covered by a factory backed warranty, with twenty-four months on the entire unit. The term of warranty will not begin until the units is placed in service, but under no circumstances will the warranty extend beyond thirty months from date of purchase.

**PERFORMANCE SPECIFICATIONS:**

All products submitted for this bid MUST be certified under the Association of Equipment Manufacturers (AEM®) Tool Energy Rating for Hydraulic Breakers. Lack of certification shall be considered sufficient grounds for disqualification, and approximations will not be allowed.

The tested values on any product bid must be certified to be within 10% of the following values:

AEM® Tool Energy Rating	755Ft Lbs	1023 Joules
AEM® Tested Flow Rate	30GPM	112 LPM
AEM® Tested Striking Rate	865 BPM	14 f/Hz
AEM® Tested Supply Line Pressure	2110 PSI	145 Bar

The breaker offered is a:

BRAND: \_\_\_\_\_, MODEL: \_\_\_\_\_

The AEM® Tool Energy Rating on the above model is: \_\_\_\_\_

The AEM® Tested Flow Rate on the above model is: \_\_\_\_\_

The AEM® Tested Striking Rate on the above model is: \_\_\_\_\_

The AEM® Tested Supply Line Pressure on the above model is: \_\_\_\_\_

The minimum operating pressure for this breaker is: \_\_\_\_\_ PSI and  
the maximum operating pressure for this breaker is: \_\_\_\_\_ PSI and the  
minimum oil flow required for this breaker is: \_\_\_\_\_ GPM, and the

**CERTIFICATION:**

The statements on this bid specification are true and correct according to  
the best information available to me as of this time, and are accurate for  
both the Brand and Model of the product listed above.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BERWYN DEPARTMENT OF PUBLIC  
WORKS REQUEST FOR PROPOSAL (RFP)**

**Mounted Hydraulic Breaker  
for  
7 to 10 ton carriers**

**PROPOSAL FORM DUE: MARCH 15, 2016 AT 3:00 PM**

**Company Name:** \_\_\_\_\_

**THE UNDERSIGNED AFFIRMS AND DECLARES** that this Proposal is executed with full knowledge and acceptance of the specifications, requirements, terms and conditions contained herein and with complete understanding and full compliance of system requirements and hereby submits this proposal for the request noted above and certifies that this proposal meets all the specifications and conditions requested herein. Any substitutions to the specifications requested are clearly and completely noted. Any alternate Proposals are presented in a similar format to those requested and are attached herein. It is understood that the City reserves the right to reject any or all proposals or waive any formalities in this request.

THE UNDERSIGNED AFFIRMS AND DECLARES that this PROPOSAL and all pricing contained herein is executed by said respondent with full knowledge and compliance, and complete understanding and acceptance of the Specifications, Requirements, Terms and Conditions contained herein. Any exceptions are noted on the attached.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax

\_\_\_\_\_  
Cell

\_\_\_\_\_  
24 Hr Contact Number

CITY OF BERWYN  
DEPARTMENT OF PUBLIC WORKS  
REQUEST FOR PROPOSAL

Mounted Hydraulic Breaker for  
7 to 10 ton carriers: DUE: March 15, 2016 AT 3:00 PM

Name of Company: \_\_\_\_\_

**REFERENCES**

*(To be submitted with proposal – attach additional pages as necessary)*

List references for similar services provided for at least five (5) clients in the past five (5) years. **PLEASE NOTE IT IS THE CITY'S INTENT TO COMMUNICATE WITH THE REFERENCES LISTED HEREIN.**

**CLIENT 1:**

Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Project(s): \_\_\_\_\_

**CLIENT 2:**

Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Project(s): \_\_\_\_\_

**CLIENT 3:**

Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Project(s): \_\_\_\_\_

**CLIENT 4:**

Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Project(s): \_\_\_\_\_

**CLIENT 5:**

Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Project(s): \_\_\_\_\_