INVITATION TO BID

Bid #17-20

2019/2020, ½ TON, 4X4 PICKUP TRUCK, SPECIAL SERVICE OR PURSUIT RATED OR SIMILARLY EQUIPPED

Sealed bid for furnishing a new ONE (1), 2019/2020, HALF-TON, 4X4, 6,100 GVW (min), 4 DOOR (full size) CAB, STANDARD WHEEL BASE, SINGLE REAR WHEEL, PICKUP TRUCK, SPECIAL SERVICE OR PURSUIT RATED OR SIMILARLY EQUIPPED, to the City of South Portland Fire Department as specified below, in the attached specifications and proposal, will be received by the City Purchasing Agent, 25 Cottage Road, South Portland, Maine 04106, until 2:00 PM, Wednesday, September 4, 2019 at which time, they will be publicly opened and read aloud. Proposals received after the above stated day and time will not be considered.

Bids shall be submitted on the attached bid form in sealed envelopes, plainly marked “Bid #17-20 Half Ton” and shall be addressed to the Purchasing Agent at the above address. Delivery to be made upon receipt of purchase order and shall be F.O.B., Fire Department, 684 Broadway, South Portland, Maine.

All equipment offered on this bid shall be brand-new and the latest type available. Bidder will state in his bid the name and model number of the equipment he is offering and will include with his bid a catalog or brochure marked to indicate the standard factory equipment of the model on which he is bidding. Bidder must attach a separate sheet to his bid listing any deviation from the minimum specifications shown. If no attachment is provided, it will be assumed that the item being bid meets the minimum specifications.

If the equipment offered by a bidder under the attached specifications meets the specifications except for minor factors or reasonably small amounts in dimensions, and if it shall be determined by the City that these minor variations from the specifications do not prevent the equipment being bid from performing as satisfactorily or from being as good as equipment fully meeting these specifications, then these minor variations from the specifications may be waived by the City, if it deems it to be to its advantage, and the equipment with the waived variations in specifications will be accepted as fully meeting these specifications.

Since a prompt delivery is required, delivery time, as well as price, may be a factor in determining the award of this bid.

The City of South Portland’s Ford Fleet Identification Number is QF391.

Price shall include a 14-day plate and State of Maine Certificate of Title or Certificate of Origin, which shall be made out to the City of South Portland, Maine and mailed to the Purchasing Agent, P.O. Box 9422, and South Portland, Me 04116-9422. A copy of the title application is to be delivered with each vehicle. There shall be, within the Greater Portland area, a repair service which shall maintain a stock of spare parts for any make and model of any vehicle that a bidder offers in the proposal.

The City is requesting bids with and without trade-ins and will select the bid it deems to be in its best interest to select. It is the custom of the City of South Portland to pay its bills within 20 to 30 days following delivery of and receipt of bills for all items covered by the purchase order. In submitting bids under attached specifications, bidders should take into consideration all discounts, both trade and time, allowed in accordance with the above payment policy. All bidders should quote net prices, therefore, exclusive of all Federal Excise Taxes and Sales Taxes.
The City of South Portland reserves the right to waive all informalities in bids, to accept any bid or any portion thereof, or to reject any or all bids should it be deemed in its best interest to do so. Except as otherwise required by law or as specifically provided to the contrary herein, the City shall govern the award of this bid’s purchasing ordinance.

Colleen C. Selberg
Purchasing Agent

**INSTRUCTIONS TO BIDDERS**

**CONTRACT INTENT**: This Invitation to Bid (ITB) is intended to result in the purchase of ONE (1), 2019/2020, HALF-TON, 4X4, 6,100 GVW (min), 4 DOOR (full size) CAB, STANDARD WHEEL BASE, SINGLE REAR WHEEL, PICKUP TRUCK, SPECIAL SERVICE OR PURSUIT RATED as specified below for the City of South Portland Fire Department (hereinafter referred to as “City”).

**NOTICE OF INTENT TO AWARD**: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. It lists the name of each company or person that offered a bid and the price they bid. It may also provide notice of the City’s intent to award a contract(s) to the bidder(s) indicated. A copy of the Bid Tabulation will be mailed to each company or person who responded to the ITB. Bidders identified for award are not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Purchasing Agent. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the Purchasing Agent does so without a contract and at their own risk.

**PAYMENT FOR CITY PURCHASES**: Payment for agreements for the undisputed purchase of goods or services provided to the City, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

**FEDERAL EXCISE TAX**: The City is exempt from all Federal Excise Tax.

**STATE SALES TAX**: The City is exempt from all State of Maine Sales Tax.

**SHIPPING DAMAGE**: The City will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination within the City of South Portland. The City will provide the contractor with written notice when damaged goods are received. The City may choose to deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

**INDEMNIFICATION**: The contractor shall indemnify, hold harmless, and defend the City from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “City”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the City’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

**SUPPORTING INFORMATION**: The City strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and
determination can be made, by the Purchasing Agent that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the City reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the City and may include the requirement that a bidder will provide a sample product(s) so that the City can make a first-hand examination and determination.

**FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER:** Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsive.

**NEW EQUIPMENT:** Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the City. The City will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the City complies with this requirement. A contractor's failure to comply with this requirement will cause the City to seek remedies under breach of contract.

The Equipment offered must have been for sale to the general public for a period of not less than five years.

**ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the City that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the City will cause the City to consider the bid non-responsive and reject the bid.

**INSPECTION:** Equipment offered will be subject to inspection and approval by the City prior to payment. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

**ALTERATIONS:** The awarded bidder must obtain the written approval from the Purchasing Agent prior to making any alterations to the agreed upon specifications (post-award) contained in this ITB or subsequent Contract. The City will not pay for alterations that are not approved in advance and in writing by the City.

**DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the Purchasing Agent makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

**ITEM UPGRADES:** The City reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

**DELIVERY:** Indicate, in the space provided under "Bid Schedule", the time required to make delivery after the receipt of an order.

**F.O.B. POINT:** The F.O.B. point for all items purchased under this bid is the final destination within the City of South Portland. Ownership of and title to the ordered items remains with the contractor until
the items have been delivered to their final destination and are accepted by the City.

PARTS BOOKS AND MAINTENANCE MANUALS: Parts books and maintenance manuals must be provided at the same time that the equipment is delivered, preferably in Electronic Version (CD, PDF, etc.). The cost of the parts books and maintenance manuals is to be included in the bid price of the equipment.

TRAINING: With any new piece of equipment the City requires training from factory-trained personnel for mechanics and operators. In-depth training for trouble-shooting and electrical schematic diagram analysis is required for the mechanics. Training can be provided at our facility, or, with arrangements made, conducted at the vendor’s facility.

CONTINUING OBLIGATION OF CONTRACTOR: Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

WORKMANKSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item. The City will reject any item that does not meet the agreed upon specifications of the ITB (post award). Rejected items will be returned to the contractor at the contractor's risk and expense.

BID SUBMISSION: At or before the appointed date and time, all bidders must submit a completed Specifications Form and completed Bid Form. Although not required, bidders are encouraged to submit additional supporting information that may assist the City in evaluating the bid and compliance with the technical specifications.

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidder as noted below (EVALUATION CRITERIA). The City of South Portland reserves the right to accept or reject any or all bids should it be deemed in the best interest of the City, waive any minor discrepancies or technicalities and the right to inspect the equipment prior to delivery.

EVALUATION CRITERIA: The City intends to evaluate each bid based on the following specifications. The bid which meets these specifications best will be the lowest, most responsive bid. Alternate proposals to the specifications listed below should be noted so that the City may make a fair assessment of the bid. ALTERNATE SPECIFICATIONS WHICH ARE CLEARLY STATED WILL NOT DISQUALIFY A BIDDER.

INVOICES: Invoices must be sent directly to the City address shown on the individual Purchase Order, Contract Award or Delivery Order. Payment schedule will be determined with the winning bidder. Questions concerning payment must be addressed to the City of South Portland’s Accounts Payable Department.

CONTRACT CANCELLATION: The City reserves the right to cancel the contract at its convenience by giving written notice to the contractor. The City is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

The City of South Portland reserves the right to accept or reject any and all bids when it is deemed in the best interest of the City. The City is a member of HGAC.
### SPECIFICATION

**ONE (1), 2019/2020, HALF-TON, 4X4, 6,100 GVW (min), 4 DOOR (full size) CAB, STANDARD WHEEL BASE, SINGLE REAR WHEEL, PICKUP TRUCK, SPECIAL SERVICE OR LAW ENFORCEMENT/PURSUIT RATED**

Bidder must indicate if they comply or do not comply with each item below and this section must be returned along with the Bid Form:

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
</tr>
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<tbody>
<tr>
<td>Exterior Color: Red</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front Seat: Bucket seats Rear: 60/40 split</td>
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<td></td>
</tr>
<tr>
<td>Engine: Heavy Duty Gasoline with oil cooler min. 355HP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transmission: 6 or 10-Speed Automatic - with oil cooler</td>
<td></td>
<td></td>
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<tr>
<td>Electronic 4x4 activation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auto front 4X4 locking hubs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trailer tow package</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auto headlamps</td>
<td></td>
<td></td>
</tr>
<tr>
<td>220-amp alternator Min</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power windows and door locks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AM/FM Stereo</td>
<td></td>
<td></td>
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<tr>
<td>Battery – Dual Heavy-Duty</td>
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</tr>
<tr>
<td>Seat Adjuster, power on driver’s side</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rear Camera with reverse sensing system</td>
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Blue tooth connectivity for hands free cell phone use

Side step running boards full length of cab (chrome)

Full depth/width roll out tray (rolls out min 75%) 1000 lbs capacity (see attached picture for sample)

Interior Roof Lamps red and white

Back-up Alarm, 97 Decibels

Color matched truck cap with side access doors that matches shape/contour of vehicle (see attached picture for sample)

Tires: All Terrain, black wall

Rims: Chrome and/or polished (not painted steel)

Spare Tire and wheel w/matching Wheel & tire tread

Hour meter

Side curtain air bags

Remote keyless entry

Tire pressure monitoring

Tilt / telescope adjustable steering wheel

On board 5 amp battery tender with 120v connection mounted
BID

ONE (1), 2019/2020, HALF-TON, 4X4, 6,100 GVW (min), 4 DOOR (full size) CAB, STANDARD WHEEL BASE, SINGLE REAR WHEEL, PICKUP TRUCK, SPECIAL SERVICE OR PURSUIT RATED OR SIMILARLY EQUIPPED

<table>
<thead>
<tr>
<th>Total Cost per Chassis</th>
<th>Total Cost of Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>$____________________</td>
<td>$____________________</td>
</tr>
</tbody>
</table>

DELIVERY TIME AFTER RECEIPT OF ORDER: _______ DAYS

>>> NOTE:  BID MUST BEAR THE HANDWRITTEN SIGNATURE OF A DULY AUTHORIZED MEMBER OR EMPLOYEE OF THE ORGANIZATION MAKING THE BID.

SIGNED:_________________________________________ DATE:______________

COMPANY:__________________________________________ Corporation, Firm, or Company

ADDRESS:__________________________________________ Street/ P.O. Box

CITY_________________________________ STATE____ ZIP_____

TELEPHONE: (____)______________________________ FAX: (____)______________________________

EMAIL:__________________________________________
APPENDIX B: SAMPLE IMAGES

Slide out Tray (not including command portion)