



INVITATION TO BID

FINANCE DEPARTMENT

GREGORY N. L'HEUREUX
Finance Director

KRISTIE BRADBURY
Deputy Finance Director

COLLEEN C. SELBERG
Purchasing Agent

Bid #13-16

2016 ONE TON DUAL REAR Four WHEEL Drive WITH SERVICE BODY TRUCK

Sealed bid for furnishing a new One Ton Dual Rear Wheel Drive with Service Body Truck to the City of South Portland, Maine as specified below, in the attached specifications and proposal, will be received by the City Purchasing Agent, Room 105, City Hall, 25 Cottage Road, South Portland, Maine 04106, until 2:00 p.m., Wednesday, November 25, 2015 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 #13-16 One Ton Pickup" 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., Bus Service Department 46 O'Neil Street, 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.

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



BID SPECIFICATIONS FOR 2016 HEAVY DUTY REGULAR CAB

ONE TON DUAL REAR WHEEL FOUR WHEEL DRIVE WITH SERVICE BODY

COMPLIANCE TO SPECIFICATIONS

It shall be the bidder’s responsibility to carefully examine each item of specification. The bidder shall indicate 100% compliance by checking “Yes”. Any deviation from the specification as written must be marked “NO” for each line item. Unilateral interpretations will not be accepted. Failure to offer a properly completed bid or failure to respond accurately to each individual item of the technical specification may cause the offender’s bid to be rejected. Where the bidder answers “NO”, all such variances, exceptions, and/or deviations shall be fully described in writing, identified by section, sub-section and line item, on attachment marked “Exceptions/Deviations – Notations Sheet”. Any space left blank shall be considered non-compliant. NO verbal interpretations will be accepted! Bidders shall not use deceit or false statements in responding to written specifications as such may be cause for rejection of bid and/or other penalties.

	SPECIFICATION DETAILS	COMPLY	
		YES	NO
1. ENGINE	a. Minimum 6.6 Litre Diesel		
	b. B-20 Biodiesel capability		
2. TRANSMISSION / Axle / Transfer case	a. 4 wheel drive automatic with over drive and PTO Provisions b. Automatic locking rear differential c. 4-10 Gears d. Instrument mounted electronic shift transfer case		
3. WHEEL BASE	a. 141” 60” CA		
4. ALTERNATOR	a. Heavy duty alternator (Minimum 130amps)		
5. BATTERY	a. Dual Heavy Duty 730 CCA Minimum		
6. ENGINE BLOCK HEATER	a. Rapid Heat system		
7. SUSPENSION	a. Heavy Duty with trailering package		
	b. Minimum 13300 GVWR		
FUEL TANKS			
	a. 36 gallon minimum		

8.	b. Def tank must be mounted between frame rails		
9. TIRES	a. LT all terrain tires		

EXTERIOR

	SPECIFICATION DETAILS	COMPLY	
		YES	NO
1. PAINT	a. Dark/Navy Blue CAB		
	b. Dark/Navy Blue powder coated body		
	c. Cab to be painted with base coat/ clear coat paint		
2. MIRRORS	a. Power heated extendable camper type, no west coast		
3. SPLASH GUARDS	a. Front molded factory type		
4. TOWING PACKAGE	a. Heavy duty with receiver style hitch		
5. SPARE	a. Spare Tire and wheel		
6. STEP BARS	a. Stainless Steel full length of CAB		

INTERIOR

	SPECIFICATION DETAILS	COMPLY	
		YES	NO
	a. Rubber Floor		
	b. Seat – 40/20/40 vinyl with fold down mini console		
	c. Power windows		
	d. Power Door Locks		
	e. Cruise Control		
	f. Air Conditioner		
	g. Rear window defogger		
	h. Tilt Wheel		
	i. AM/FM/CD with clock		
	j. 4 Upfitter switches factory installed (NO EXCEPTIONS)		
	k. Integrated brake controller		
	l. Dual power ports		

	m. Removable rubber floor mats		
	n. Motorola CM 400 2 way radio with fender mounted antenna installed & programmed		
	o. Voltage, oil, engine, transmission gauges		

GENERAL

	SPECIFICATION DETAILS	COMPLY	
		YES	NO
	a. Truck to be supplied with complete shop manual.		
	b. Truck will be delivered ready to work		
	c. 3 year 36,000 mile warranty minimum		

READING "CLASSIC II" SERVICE BODY MODEL U108ADW

	SPECIFICATION DETAILS	COMPLY	
		YES	NO
	a. 108" long x 93" wide - 21 1/2" compartment depth - 50" wide load area		
	b. Galvannealed steel construction, A40/ A60 coating weight		
	c. E Coat primer & under structure fully undercoated		
	d. Hidden removable door hinges		
	e. Double Panel doors with internal reinforcing		
	f. Stainless steel automotive style rotary locking door handles		
	g. Less tailgate		
	h. Nitrogen strut door holders on all vertical doors		
	i. Aluminum fuel fill box, seamless steel wheel house panel		
	j. Adjustable shelf's in compartments w/40 dividers		
	k. LED stop/turn light kit recessed in rear panel of body		
	l. Powder coat White inside and Dark/ Navy Blue		

	outside		
	m. 6 yr rust through warranty		
	n. 10ga PGD (pressed gal diamond) in lieu of 12ga		
	n. Vent in CS front compartment		
	o. Lighted compartment with switches on each light and master wired to OEM in cab upfitter switch		
	p. 1 row of E-track each side		
	q. Gravel guards lower front compartments		
	r. Rhino line center deck floor, sides, front, tailgate and compartment tops		
	s. Rear splash guards		
	t. Body manufacturer to furnish mounts for compressor		
	u. 10 ga. PGD overlay on compartment tops encapsulated in rhino lining		
	v. Left side rear s.s. ladder to climb to top of box		

STELLAR SHD – 60A AIR COOLED HYDRAULIC DRIVE AIR COMPRESSOR WITH COVER

	SPECIFICATION DETAILS	COMPLY	
		YES	NO
STELLAR SHD – 60A AIR COOLED HYDRAULIC DRIVE AIR COMPRESSOR WITH COVER	a. Location mounted front left side on the top box rail		
	b. PTO & Pump for automatic transmission		
	c. Stellar 60cfm @ 150psi hydraulic driven compressor		
	d. 30 gal. frame mounted reservoir		
	e. 1/2" FLR		
	f. 1/2" X 75' hose reel & hose		

THIEMAN TOPLIFTER MODEL TT15ET – ALUMINUM

	SPECIFICATION DETAILS	COMPLY	
		YES	NO
	a. Capacity – 1500 lbs		
	b. Platform – 56" X 26" X 6" ramp aluminum platform – two piece		
	c. Bed height range – 30" - 45"		

	d. Enclosed cylinders and power unit		
	e. Direct dual cylinder lift, no cables or chains		
	f. Electric hydraulic pump, built in relief valves		
	g. Frame painted black		
	h. 150 amp circuit breaker		
	i. Fixed bumper tow rated 5000 lb. ; 500 lb. tongue wgt.		
	j. Toggle switch control		
	k. MUST remove existing bumper & tailgate AND relocate receiver hitch		
	l. Galvanized frame		

LIGHTING PACKAGE

	SPECIFICATION DETAILS	COMPLY	
		YES	NO
	a. PSE AMBER LED Lightbar Model # 2147A3H mounted to top of headache rack and wired to factory installed upfitter switch		

HEADACHE RACK

	SPECIFICATION DETAILS	COMPLY	
		YES	NO
	a. Magnum heavy duty headache rack with adjustable mounts		
SNOW PLOW	<p>a. Snowplow prep package: Front spring package, Forward lamp wiring harness, Access hole in dash panel, Skid plate package or equal plowing package</p> <p>b. Snowplow package: Fisher Minute Mount 2 plow system with heavy duty eight (8) foot stainless steel blade. Control shall be either hand-held fish-stick with power on and float LED, or mounted joystick. Plow frame shall be equipped with jack lever, permanently mounted connection pins, drive-in attachment and vertical jack stand.</p>		

Attached in Exhibit 1 are required Federal Transit Administration (FTA) contractual clauses applicable to the threshold amount of this Agreement. By submitting this proposal, BIDDER acknowledges that the contractual conditions contained in Exhibit 1 are agreed to and are incorporated into this Procurement.

PROPOSAL

The UNDERSIGNED hereby proposes to furnish a new One Ton Dual Rear Wheel Four Wheel Drive With Service Body Truck to the South Portland Bus Service Department, in accordance with the attached Invitation to Bid, the attached specifications, and at the following price, warranty, and delivery time:

Price \$ _____

Add/Alt Extended Warranty \$ _____

Year Make & Model # _____

Color _____ Odometer Reading _____

Warranty _____

Delivery Time _____

Signed: _____
(Corporation, Firm or Company)

By: _____
(Officer, Authorized Individual or Owner)

Title: _____

Mailing _____

Address: _____

Zip Code: _____ Date: _____

Telephone: _____ Fax: _____

E-Mail: _____

EXHIBIT 1

REQUIRED, APPLICABLE FTA CONTRACTUAL CONDITIONS

The Federal Transit Administration (FTA) is a major funding source for this procurement. As a condition for receipt of those Federal funds, the City of South Portland (CITY) has agreed to accept the following contractual conditions which it has been instructed by the FTA to pass along to its contractors for compliance thereto:

a. Integrity. certifies that its principals, sub-recipients, or sub-contractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this procurement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this Certification;

(4) Have not within a three-year period preceding this procurement had one or more public transactions (Federal, State, or local) terminated for caused or default; and

(5) Are not on the United States of America's Comptroller General's list of ineligible contractors and that none of the above persons or entities by defined events or behavior, potentially threaten the integrity of this Federally supported contract.

b. No Federal Government Obligations to Third Parties. agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to , any sub-contractor thereof, or any other person not a party to the Grant Agreement or Cooperative Agreement between the FTA and the CITY in connection with this procurement. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, sub-agreement, or third party contract, the Federal Government has no obligations or liabilities to any party, including or any sub-contractor thereof.

c. **False or Fraudulent Statements or Claims.** acknowledges and agrees that:

(1) The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this procurement. Accordingly, by accepting this procurement, certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with this Procurement covered by the Grant Agreement or Cooperative Agreement between the FTA and the CITY. In addition to other penalties that may apply, also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the CITY or Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on BIDDER to the extent the Federal Government deems appropriate.

(2) If BIDDER makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the CITY or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized for 49 U.S.C. §5307, the Government reserves the right to impose on the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1), to the extent the Federal Government deems appropriate.

d. **Keeping of and Access to Contract Records.** BIDDER shall keep satisfactory records in the manner described in the Master Agreement between the FTA and the CITY with regard to the use of Federal financial participation provided in connection with this procurement and shall submit upon request such information as the CITY or FTA may require in order to assure compliance with this clause. All financial statements shall be in conformity with generally accepted accounting principles consistently applied.

e. **Federal Laws and Regulations.** acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the procurement on the date the authorized FTA official signs the Grant Agreement or Cooperative may be modified from time to time. In particular, new Federal laws, regulations, policies, and administrative practices may be promulgated after the date when BIDDER enters into any procurement with the CITY, and might apply to that procurement. BIDDER agrees that the most recent of such Federal requirements will govern the administration of the procurement at any particular time, unless the CITY and the FTA issue a written determination otherwise. FTA's written determination may be issued as a Special Condition or Special Requirement within the Grant Agreement or Cooperative Agreement, a change to an FTA directive, or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a specific provision of this Master Agreement. To accommodate changing Federal requirements, the CITY agrees to include this notice in the Agreement with BIDDER in this Procurement that Federal requirements may change and the changed requirements will apply to this Agreement, as required, unless the Federal Government determines otherwise. All standards or limits within the Master Agreement are minimum requirements, unless modified by FTA.

f. State, Territorial, and Local Law. Except when a Federal statute or regulation preempts State, local, or territorial law, no provision of the Grant Agreement, Cooperative Agreement, or the Master Agreement shall require the CITY and/or BIDDER to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law. Thus if any provision or compliance with any provision of the Grant Agreement, Cooperative Agreement, or the Master Agreement violate State, territorial, or local law, or would require the CITY and/or BIDDER to violate State, territorial, or local law, the CITY agrees to notify FTA Immediately in writing. Should this occur, FTA and the CITY agree to make appropriate arrangements to proceed with or, if necessary, terminate the procurement expeditiously.

g. Civil Rights - Federally Supported Programs. BIDDER agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

(1) Nondiscrimination in Federal Transit Programs. BIDDER agrees to comply, and assures the compliance of any sub-contractor at any tier under this Agreement, with the provisions of 49 U.S.C.

§5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

(2) Nondiscrimination -- Title VI of the Civil Rights Act. BIDDER agrees to comply, and assures the compliance of each sub-contractor at any tier under this Agreement, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. ' 2000d et seq., and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FTA may issue.

(3) Equal Employment Opportunity. BIDDER agrees to comply, and assures the compliance of each sub-contractor at any tier, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, and 49 U.S.C. §5332 and any implementing requirements FTA may issue. Those equal employment opportunity (EEO) requirements include, but are not limited to, the following:

(a) BIDDER agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. BIDDER agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. BIDDER also agrees to comply with any implementing requirements FTA may issue.

(b) If the CITY is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Failure by BIDDER to carry out the terms of that EEO program shall be treated as a violation of the Grant Agreement or Cooperative Agreement. Upon notification to the CITY of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of Federal financial assistance in accordance with Section 11 of the Master Agreement, or other measures that may affect BIDDER's eligibility to obtain future Federal financial assistance for transportation Projects.

(4) Nondiscrimination on the Basis of Sex. BIDDER agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §1681 et seq., with U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, and with any implementing directives that U.S. DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.

(5) Nondiscrimination on the Basis of Age. BIDDER agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6101 et seq., and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.

(6) Access Requirements for Persons with Disabilities. BIDDER agrees to comply with the requirements of 49 U.S.C. §5301(d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. BIDDER also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, BIDDER agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

[1] U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

[2] U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

[3] Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

[4] U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

[5] U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

[6] U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

[7] U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

[8] U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

[9] FTA regulations, "Transportation for Elderly and handicapped Persons," 49 C.F.R. Part 609;

[10] Architectural and Transportation Barriers Compliance board regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and

[11] Any implementing requirements FTA may issue.

(7) Drug or Alcohol Abuse. Confidentiality and Other Civil Rights Protections. BIDDER agrees to comply with confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §1174 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §4581 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §290dd-3 and §290ee-3, and any subsequent amendments to these acts.

(8) Access to Services for Persons with Limited English Proficiency. BIDDER agrees to comply with guidance set forth in Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. §2000d-1 note, and with the requirements and provisions of U.S. DOT Notice, "DOT Guidance to Vendors on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January, 22, 2001.

(9) Other Nondiscrimination Statutes. BIDDER agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to this Agreement.

- i. Federal Standards.** BIDDER agrees to comply with the provisions of FTA Circular 4220.1F, "Third Party Contracting Requirements," incorporated herein by reference including any revision or replacement thereof, and applicable Federal regulations or requirements, including FTA third party contracting regulations when promulgated.
- j. Prohibited Financial Interests.** No elected official or employee of the CITY during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- k. Congressional Financial Prohibition.** No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
- l. Disadvantaged Business Enterprises.** In connection with the performance of this Agreement, the BIDDER shall cooperate with the CITY in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises ("DBEs"), including women business enterprises, as defined in Title 49, Code of Federal Regulations, Part 23, and will use its best efforts to insure that DBEs shall have the maximum practicable opportunity to compete for any sub-contract work under this Agreement.
- m. Audits.** BIDDER and any sub-operators for this ADA service shall permit the authorized representatives of the CITY, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of BIDDER relating to its performance and its sub-contracts under this Procurement from the effective date of the Procurement through and until the expiration of three (3) years after the completion of the Procurement with which federal funds are used.