



INVITATION TO BID

FINANCE DEPARTMENT

GREGORY N. L'HEUREUX
Finance Director

COLLEEN C. SELBERG
Purchasing Agent

Bid #11-20

2019/2020, 1-TON, 4X4, PICKUP TRUCK, INCLUDING FISHER BRAND STAINLESS 8'6" V – SNOW PLOW AND ALUMINUM 8 to 9' RACK BODY

Sealed bid for furnishing a new 2019/2020, 1-TON, 4X4, 10,400 GVW, STANDARD CAB, STANDARD WHEEL BASE, SINGLE REAR WHEEL, PICKUP TRUCK, INCLUDING FISHER BRAND STAINLESS 8'6" V – SNOW PLOW AND ALUMINUM 8 to 9' RACK BODY 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, August 7, 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 #11-20 One Ton with Plow" 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 VENDORS

CONTRACT INTENT: This Request for Bids (RFB) is intended to result in the purchase of ONE (1), 2019/2020, 1-TON, 4X4, 10,400 GVW, STANDARD CAB, STANDARD WHEEL BASE, SINGLE REAR WHEEL, PICKUP TRUCK, INCLUDING FISHER BRAND STAINLESS 8'6" V – SNOW PLOW AND ALUMINUM 8 to 9' RACK BODY 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 RFB 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 submitted. It may also provide notice of the City's intent to award a contract(s) to the vendor(s) indicated. A copy of the Bid Tabulation will be mailed to each company or person who responded to the RFB. Vendors identified for award are not to proceed until a Purchase Order, Contract Award, Lease, or the Purchasing Agent gives some other form of written notice. 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 his or her 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.

INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits; the City shall be entitled to coverage to the extent of such

higher limits. Certificates of Insurance and copies of the actual policies must be furnished to the Purchasing Agent prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services.

Proof of insurance is required for the following:

The contractor shall furnish proof of adequate insurance coverage of the types, and to the limits, specified below. Certificates of such insurance and copies of the actual policies shall be filed with the Purchasing Agent within five (5) days following notification of the Bid Award.

WORKERS COMPENSATION:

The Contractor shall purchase and maintain during the life of this Contract Workers Compensation Insurance for all employees employed in the course of performing services under this Contract as awarded pursuant to these Specifications; and in case any work is sublet, the Contractor shall require the Sub-Contractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. All coverage shall be in accordance with State of Maine laws in effect and the requirements of the Workers Compensation Board.

LIABILITY INSURANCE:

The Contractor shall carry and maintain, until final written acceptance of the work by the City, insurance as specified below and in such form as shall protect the City of South Portland and its employees and officials from all claims and liability for damages and bodily injury including accidental death and for property damage which may arise from operations under this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

1. For liability, for bodily injury, including accidental death \$400,000 on account of one occurrence and \$400,000 aggregate limit.
2. For liability for property damage \$400,000 on account of any one occurrence and \$400,000 aggregate limit.
3. All policies shall be so written that the Purchasing Agent's office of the City of South Portland will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates of Insurance and copies of actual policies from the Contractor's insurance carrier shall be filed with the City before operations may begin. Certificates shall make no claims against the City of South Portland or its officers for any injury to any of his officers or employees for damage to his trucks or equipment arising out of work contemplated by this Contract.

AUTOMOTIVE LIABILITY INSURANCE:

Automotive Liability Insurance with a minimum limit of liability for bodily injury, property damage or death in the amount of \$400,000 for each occurrence and minimum liability for property damage in the amount of \$50,000/\$100,000 aggregate.

Failure to supply satisfactory proof of insurance within the time required will cause the City to declare the Vendor non-responsive and to reject the bid.

BRAND AND MODEL OFFERED: Specifications may contain certain brand names that may or may not be proprietary. Vendors are encouraged to propose their company's approved alternate to such items and list them accordingly. The City will not disqualify a bid if it offers items not specific but meet minimum requirements to the City's Bid Specifications.

ANNOTATED LITERATURE: Vendors must annotate their product literature to identify for the City the location of the supporting information regarding each product specification set out in this RFB.

SUPPORTING INFORMATION: The City strongly desires that Vendors 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 RFB specifications and that other requirements of the RFB 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 Vendor, after the bids have been opened, to ensure that the products offered completely meet the RFB requirements. The requirement for such supplemental information will be at the reasonable discretion of the City and may include the requirement that a Vendor will provide a sample product(s) so that the City can make a first-hand examination and determination.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Vendors 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 RFB. 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 RFB and which, for reasons of policy, must be complied with at risk of Bid rejection for non-responsiveness.

NEW EQUIPMENT: Equipment offered in response to this RFB 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 compatible with the rest of the equipment. Certification will be written evidence satisfactory to the City that the accessories are compatible. The Vendor'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 Vendor must obtain the written approval from the Purchasing Agent prior to making any alterations to the agreed upon specifications (post-award) contained in this RFB 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 is 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 RFB, the Vendor acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

WORKMANSHIP & 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 RFB (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 Vendors must submit a completed Specifications Form and completed Bid Form. Although not required, Vendors 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 RFB submission that scores the highest on the 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 RFB submission based on the following criteria:

- Total Price
- Meets Specification Requirements

Alternate Bids 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 VENDOR.**

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 Vendor. 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.

SPECIFICATIONS

ONE (1), 2019/2020, 1-TON, 4X4, 10,400 GVW, STANDARD CAB, STANDARD WHEEL BASE, SINGLE REAR WHEEL, PICKUP TRUCK, INCLUDING FISHER BRAND STAINLESS 8'6" V SNOW PLOWS AND ALUMINUM 8 to 9' RACK BODY.

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

Comply	<u>Yes</u>	<u>No</u>
Exterior Color: Red	_____	_____
Interior: Gray Vinyl Interior Seating	_____	_____
Front Seat: 40 / 20 / 40 Seating with Center Fold Down Armrest	_____	_____
Engine: Heavy Duty Gasoline V-8 6.0 – 6.2-Liter Series with Oil Cooler	_____	_____
Transmission: 6-Speed Automatic - With Oil Cooler	_____	_____
Transmission Temperature Gauge	_____	_____
Push Button 4x4 Activation	_____	_____
Front 4X4 Locking Hubs	_____	_____
Differential, Heavy-Duty Automatic Locking Rear	_____	_____
Plow Prep Package	_____	_____
220-Amp Alternator	_____	_____
Rear Axle, 4.10 Ratio	_____	_____
Air Conditioning	_____	_____
AM/FM Stereo	_____	_____
Battery – Dual Heavy-Duty	_____	_____
Seat Adjuster, Manual Lumbar Control on Driver's Side	_____	_____
Door Locks, Power	_____	_____
Brake Controller, Integrated Trailer	_____	_____
Glass, Solar-Ray Deep Tinted	_____	_____
License Plate Brackets, Front and Rear	_____	_____
Mirrors, Outside Heated Power Adjustable, Black	_____	_____

Comply	<u>Yes</u>	<u>No</u>
Interior Roof Lamps	_____	_____
Back-up Alarm, 97 Decibels	_____	_____
Rubberized Vinyl Floor	_____	_____
Tow Package with 10,000lb Reese Hitch	_____	_____
Front Bumper on Standard Chrome Truck	_____	_____
Fisher Stainless Steel face 8'6" V- Plow	_____	_____
Wheels: STANDARD	_____	_____
Tires: All Terrain, Black Wall	_____	_____
Spare Tire and Wheel W/matching Wheel & Tire Tread	_____	_____
Remove Standard Bed & Install Aluminum Rack Body (Either Bed will be retained by City or a discount/reduction applied)	_____	_____
Backup Camera Mounted On the Back of Rack Body	_____	_____

BID FORM

ONE (1), 2019/2020, 1-TON, 4X4, 10,400 GVW, STANDARD CAB, STANDARD WHEEL BASE, SINGLE REAR WHEEL, PICKUP TRUCK, INCLUDING FISHER BRAND STAINLESS 8'6" V SNOW PLOWS AND ALUMINUM 8 to 9' RACK BODY.

Total Cost per Chassis \$ _____ Total Cost of Bid \$ _____

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: _____

