

City of Auburn, Maine

Financial Services Jill Eastman, Director www.auburnmaine.gov | 207.333.6601 60 Court Street, Auburn, Maine 04210

June 29, 2017

Dear Bidder;

The City of Auburn is accepting written Bids for the Auburn Public Works Department for **One (1) 2017, 13 Foot Side Dump Body and Associated Gear.** The City reserves the right to accept or reject any or all Bids in whole or in part and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept or reject any Bids when it is deemed by the City to be in its best interest. The City of Auburn is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any Bid, the City may consider, but not be limited to, any of the following factors: Bidder qualifications, price, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of Bidder. Successful Vendors/Contractors shall be current on all amounts due to the City of Auburn prior to the City entering into any contract agreement. All bids must include FOB to Auburn, Maine unless otherwise specified.

Bids will not receive consideration unless submitted in accordance with the following instructions. Please mark sealed envelopes plainly: <u>"Side Dump body- Bid 2018-003"</u>

Questions regarding this Request for Bids should be directed to Scott Holland, Deputy Director, at (207) 333-6601, ext. 2155 or Derek Boulanger, Facilities Manager/Purchasing Agent, at (207) 333-6601, ext. 1135.

**Please submit your Bid to the City of Auburn by 2:00 p.m. July 20, 2017.** Bids must be delivered to Derek Boulanger, Facilities Manager/ Purchasing Agent, 60 Court Street, Auburn, Maine 04210 on or before the date and time appointed. No Bids will be accepted after the time and date listed above.

Sincerely,

Derek Boulanger Facilities Manager/Purchasing Agent

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## **CONDITIONS AND INSTRUCTIONS TO BIDDERS**

- 1. Bidders shall use the enclosed bid form for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term "or approved equal", if not inserted, shall be implied.
- 2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever is in the best interest of the City. Prices stated are to be "delivered to destination".
- Bid proposals must be completed in full, in ink and must be signed by firm official. Bid proposal <u>must be notarized</u> prior to bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening.
- 4. Bids will be opened publicly. Bidders or representatives may be present at bid opening.
- 5. Awards will be made to a responsible bidder, considering the quality of the materials, date of delivery, cost which meets specification and is in the best interest to the City of Auburn.
- 6. All transportation charges, including expense for freight, transfer express, mail, etc. shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.
- 7. The terms and cash discounts shall be specified. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance or from date of correct invoice, whichever is later.
- 8. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.
- 9. Time of delivery shall be stated. If time is of the essence, the earliest date may be a factor in the bid award. Equipment not delivered within 5 days of delivery date to the city will be deemed late and assessed a penalty fee of **\$250 per day** for every day beyond stated date of delivery. Once delivered complete and on time to the City of Auburn Public Services Department the dealer will have meet the deadline clause. Any incidents such as company strikes will not be taken into consideration and will not be able to move out the delivery.
- 10. No contract may be assigned without the written consent of the Finance Director or her designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
- 11. Please state "Side Dump Body- Bid #2018-003" on submitted sealed envelope.
- 12. The City of Auburn reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Auburn.

### **GENERAL CONDITIONS**

### **1. Equal Employment Opportunity**

The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

### 2. Save Harmless

The Bidder agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

### 3. Subcontracting

The Bidder shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. The Bidder is responsible for all approved sub-contracted work. The Bidder is responsible for managing all aspects of sub-contracting work. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

#### 4. Warranty

The Bidder warrants that all work will be of good quality and free from faults and defects, and in conformance with the specifications. All work not so conforming to these standards may be considered defective. The Bidder agrees to be responsible for the acts and omissions of all of its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder. If these specifications, either in whole or in part, do not meet all Federal and State of Maine DOT and ICC mandates it shall be the responsibility of the successful bidder to bring specifications into compliance prior to awarding bid.

# PROPOSAL FORM:

Due July 20, 2017

To: City of Auburn Derek Boulanger, Facilities Manager/Purchasing Agent 60 Court Street Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for thirty days (30) from the proposal due date. The undersigned submits this proposal without collusion with any other person, individual, or firm or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the City of Auburn, Maine.

By signing this form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature	Company
Name (print)	Telephone #
Title	Fax #
Address	
Web Site	
STATE OF MAINE	
, SS.	Date:
Personally appeared	_ and acknowledged the foregoing instrument to be
his/her free act and deed in his/her capacity	and the free act and deed of said company.
	Notary Public
	Print Name

Commission Expires \_\_\_\_\_

## SPECIFICATIONS FOR: 2017, 13 FOOT SIDE DUMP BODY

Trade-ins: *(trade-ins will be available and transacted on date of delivery of new equipment.)* FAILURE TO ANSWER ALL QUESTIONS COULD LEAD TO REJECTION OF BID

LIGHTING	<u>Yes</u>	<u>No</u>	Var.
All lights and reflectors required by State of Maine.			
Body/plow builder rear facing SRB lights to be LED strobe and standard STT installed in			
rear corner post of body, Front strobes LED installed in headboard in front at a 45%			
angle recessed. Pre-made wiring harness for lights to be included.			
PAINT	Yes	<u>No</u>	Var
Omaha orange.			
WARRANTY	<u>Yes</u>	<u>No</u>	Var
Minimum Warranty 3yrs years, 50,000 miles On Body.			
SIDE DUMP BODY	Yes	<u>No</u>	Var
Heavy Duty 205,000 lb psi steel body serving as spreader or dump, transformed by a			
hydraulic tilting floor. 13 foot.			
Sides, chain cover, tailgate, headboard- 3/16" inch thick 205,000 psi steel.			
Floor- 3/16" inch thick Hardox 450 Steel (205,000) P.S.I. minimum.			
Min. 12 cubic yard capacity water level; 13ft length. With 13'x88" inside dimensions.			
Min 39" inch side height.			
Min 54"-inch tailgate height.			
Cab shield 24".			
Tailgate constructed of 205,000 psi steel.			
Tailgate top ears made of .5" steel min.			
Tailgate will be 6 panel double acting design. Tailgate will be level with floor when			
horizontal.			
Tailgate top and bottom pins made of 1.25" cold roll steel.			
Tailgate shall be air operated, air chamber spring type.			
Tailgate will have one coal door on driver side for inspection of conveyor chain.			
Must include all materials needed for installation, hinge assembly ,pins, brackets, etc.			
Safety Prop to be included.			
Cut-out in rear apron for access to chain and sprockets, slotted discharge box with split			
flange for ease of access to gear box, grease adjusters for chain adjustment,			
honeycomb floor to prevent scalloping. Full Remote grease fittings for all lube to body.			
All pre-approved equals will be considered.			
All Mud flaps supplied.			
Full Remote Grease Systems using 3000 PSI hydraulic hoses, installed to side of truck			
for all body grease fittings.			
Ladder mounted driver side dump body. Welded to body towards front. Telescoping			
design with pin lever for operation. Lowest step even with dump body bottom when			
telescoped, two steps below body bottom when extended. Self-contained unit. Must			
have step inside body consult with Auburn Public Services before installation.			

HOIST	Yes	No	<u>Var.</u>
<u>30 Ton Telescopic hoist to be supplied with basket assembly.</u>			
FINISH	Yes	No	Var.
All Steel to be sandblasted, primed with epoxy primer and painted Omaha orange, per			
city instructions.			
MISC.	Yes	No	Var.
All components shall carry a Min THREE-YEAR warranty.			
HYDRAULIC	Yes	No	Var.
All guick connections and hydraulic fittings supplied by dealer. Proper piping, hoses,			
and valve assemblies will be supplied.			
SHOP MANUAL	Yes	No	Var.
One (1) complete hard copy manual for installation, parts, and repair and One (1) CD			
manual if available.			
All side dump body hydraulic cylinders shall have a five year warranty.			
OTHER EQUIPMENT	Yes	No	Var.
Supply Closed circuit camera system - Clarion CC-85168 or equal camera system must	<u>105</u>	<u></u>	<u>van.</u>
be weather resistant. Camera should have a protective box around it and an automatic			
lens guard to be mounted on the rear of truck.			
Electric calcium system, or preapproved equal, electrically operated with 100 gallon			
min. tank mounted to the headboard of the truck and controlled by the sander control			
system. Tank to have sight glass built in for filling. Fill control on passenger side. Drain			
valve passenger side bottom. Vent relief valve equal size to fill spout. Same as present			
system used by the city.			
Poly Chute to be included. Spinner assembly supplied by Auburn Public Services.			
CAB	<u>Yes</u>	<u>No</u>	<u>Var.</u>
The strobe light shall consist of 12 volt LED strobe with independent switch to be			
located in the cab, using existing lighting system switches.			
REAR STROBE LIGHT HEAD ASSEMBLIES	Yes	No	Var.
To be cut into the rear post of dump body and recess mounted in Buyers triple oval			
steel box #LB3253. The three light group shall be a combination of standard and LED			
lights. And configured as follows: Top: LED strobe Truck Lite #60120Y; Middle: reserve			
<u>Truck Lite #6060C; Bottom: stop, Turn, &amp; tail Truck Lite # 6050;</u>			
All lights shall be self-contained oblong rubber grommet mounts.			
WARRANTY	Yes	No	Var.
The strobe system shall be warranted by the manufacturer to the user directly, to be			
free of defects of material or workmanship for a period of two years. All hardware, such			
as lenses etc., is understandably excluded from this warranty.			
SERVICE DEPARTMENT;	Yes	No	Var.
Customer Service Department available 24hrs.			
(Please attach service hours if not available)			
All equipment FOB Highway Garage City of Auburn.			

#### **BID PROPOSAL FORM**

The undersigned proposes to furnish one (1) Model Year 2017, 13' Dump Truck Body and other accessories in accordance with the Instruction to Bidders and Specifications, both of which are incorporated herein by reference. All components will be complete without the need to modify, fabricate or re-route hoses, wiring, hydraulic to make it fit.

One (1) MODEL 2017, 13 foot Dump Body	\$
Make and Model and Year	
Associated Equipment	
Less Trades:	
One (1) 2007 Tenco 13' side dump body	
Model TCB-13-T-CH-S-LF	
(Where is, as is, no implied guarantee at time of trade-in.)	\$
Net FOB Auburn Highway Garage (Total Price)	\$
<b>Please provide additional pricing for the following options:</b> New Hydraulic Tank min. of 30 gallons to be placed between the Cab and Body with all mounting hardware, hoses, and fittings:	\$
New Calcium tank min. of 100 gallons to be mounted On the passenger side frame rail (Please consult Auburn Public Services for Tank Dimensions):	\$
Optional price if body was constructed of Stainless steel.	\$
Delivery Date:	
Signed by:	
Title:	
Address:	
E-mail:	