

# City of Auburn, Maine

*"Maine's City of Opportunity"*

Financial Services



April 23, 2015

Dear Bidder:

The City of Auburn is accepting written Bids for the Auburn Public Works Department for **One (1) 2015, 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: **"2015 Side Dump body– Bid 2015-035"**

Questions regarding this Request for Bids should be directed to Kevin Doyle, Operations Manager, at (207) 333-6601, ext. 2159 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. May 14<sup>th</sup> 2015. **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

60 Court Street • Auburn, ME 04210  
(207) 333-6600 Voice • (207) 333-6601 Automated • (207) 333-6620 Fax  
[www.auburnmaine.gov](http://www.auburnmaine.gov)

Table of Contents

CONDITIONS AND INSTRUCTIONS TO BIDDERS ..... 3  
GENERAL CONDITIONS..... 4  
1. Equal Employment Opportunity ..... 4  
2. Save Harmless..... 4  
3. Subcontracting ..... 4  
4. Warranty ..... 4  
BID FORM ..... 5  
BID PROPOSAL ..... 10

**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".
3. Bid proposals must be completed in full, in ink and must be signed by firm official. Bid proposal **must be notarized** 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 **"2015 Side Dump Body– Bid #2015-035"** 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.

BID FORM  
**Due Thursday, May 14<sup>th</sup>, 2015**

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

Signature \_\_\_\_\_ Name (print) \_\_\_\_\_

Title \_\_\_\_\_ Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

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 \_\_\_\_\_

**2015 DUMP BODY SYSTEM  
SPECIFICATIONS**

SPECIFICATIONS FOR: 2015, 13 FOOT SIDE DUMP BODY.

Trade ins: *(trades ins will be available and transacted on date of delivery of new equipment.)*

(FAILURE TO ANSWER ALL QUESTIONS COULD LEAD TO REJECTION OF BID)

<b>1</b>	<b>LIGHTING</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
	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..			
<b>2</b>	<b>PAINT</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
	Omaha orange;			
<b>3</b>	<b>SHOP MANUAL</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
	One (1) Complete hard copy parts manual for dump body.			
<b>4</b>	<b>WARRENTY</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
	Minimum Warranty 3yrs years, 50,000 miles. On Body			
<b>5</b>	<b>SIDE DUMP BODY</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
	Heavy Duty 205,000 lb psi steel body serving as spreader or dump, transformed by a hydraulic tilting floor. 13 foot. With 201 stainless steel corner posts.			
	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			
	Must include all materials needed for installation			
	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.			
<b>6</b>	<b>HOIST</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
	30 Ton hoist is supplied by the city,			
<b>7</b>	<b>FINISH</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
	All Steel to be sandblasted, primed with epoxy primer and painted Omaha orange , per city instructions			
<b>8</b>	<b>MISC.</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
	Parts manual and maintenance manual to be provided			
	All components shall carry a Min THREE-YEAR warranty.			
<b>9</b>	<b>HYDRAULIC</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
	All quick connections and hydraulic fitting supplied by dealer.			
<b>10</b>	<b>SHOP MANUAL</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
	One (1)Complete hard copy Parts manual and One (1) CD manual for the following dump body.			
	All side dump body hydraulic cylinders shall have a five year warranty			
<b>11</b>	<b>OTHER EQUIPMENT</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
	Supply Closed circuit camera system- Clarion CC-85168 or equal camera system must be weather resistant. Camera should have a protective box around it and an automatic lens guard to be mounted on the rear of truck. The Color monitor.			
	Electric calcium system, or preapproved equal, electrically operated with 70 gallon min. tank mounted to the frame rail of the passengers' side of the truck and controlled by the sander control system. Tank to have sight glass built in for filling. Fill control on drivers' side top. Drain valve driver's side bottom. Vent relief valve equal size to fill spout. Same as present system used by the city.			
<b>12</b>	<b>MISC. WARRANTY</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
	One parts manual and maintenance manual shall be provided			
<b>13</b>	<b>CAB</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
	The strobe light shall consist of 12 volt LED strobe with independent switch to be located in the cab, using existing lighting system switches.			

<b>14</b>	<b>REAR STROBE LIGHT HEAD ASSEMBLIES</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
	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: stop, Turn, & tail Truck Lite # 6050; Bottom: reserve Truck Lite #6060C			
	All lights shall be self-contained oblong rubber grommet mounts.			
<b>15</b>	<b>WARRANTY</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
	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. All hardware, such as lenses etc., is understandably excluded from this warranty.			
<b>16</b>	<b>SERVICE DEPARTMENT</b>	<b>Yes</b>	<b>No</b>	<b>Var.</b>
	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 2015, 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 2015, 13 foot Dump Body \$ \_\_\_\_\_

Make and Model and Year \_\_\_\_\_

Associated Equipment \_\_\_\_\_

Make and Model and Year \_\_\_\_\_

Less Trades:

One (1) 2006 Model Lanau 13' dump body

42" sides and 54" tailgate, rear post mounted lights

All in excellent working order.

(Where is, as is, no implied guarantee at time of trade-in.) \$ \_\_\_\_\_

Make and Model and Year- Other Equipment \_\_\_\_\_

**Net FOB Auburn Highway Garage (Total Price)** \$ \_\_\_\_\_

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

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

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

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_