

TOWN OF CHEVERLY

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INVITATION TO BID

Date: November 30, 2018

SPECIFICATIONS FOR: One Red, diesel, lockable 4 wheel drive, automatic transmission, stainless steel dump body with municipal plow, rear mounted dropped salt spreader truck P. W. 2018/19 - 01

Bids due date: 10:00 AM - February 05, 2019
(Bids received later will be returned unopened)

Projected Vehicle Order date 11:00 AM - February 15, 2019 _____
Acknowledgment of Vendor.

Vendor Vehicle Delivery Date: _____

Mail or Deliver Bids (two copies) to: David Deutsch, Interim Town Administrator
6401 Forest Road
Cheverly, MD 20785

Mark Inner Envelope: "Sealed Bid 2019 -01
4 Wheel drive red dump truck with plow and spreader.

Direct Inquiries Concerning the Specifications to:

Juan Luis Torres
Director of Public Works
Town of Cheverly
6401 Forest Road
Cheverly, MD 20785
301-773-2666, 2667 between 7:30 AM and 4:00 PM Monday through Friday.
publicworksdirector@cheverly-md.gov

Notice to Bidder & Invitation to Bid

The Town of Cheverly will receive sealed proposals for: ONE F550 in accordance with the Town of Cheverly bidding and contract documents and specifications as found in these documents and without deviations until: 10:00 AM - February 11, 2019 at which time they will be publicly open.

TOWN OF CHEVERLY MAYOR AND TOWN COUNCIL

CONTRACT No. 2019 - 01

Description: One Red 4 Wheel Drive, Diesel Dump Truck with Plow and Spreader in accordance with provided specs found below.

The bidding and contract documents maybe examined free of charge at 6401 Forest Road Cheverly, MD 20785 between the hours of 9:00 AM and 4:30 PM daily except Saturdays, Sundays, and/or Federal Holidays on and after: December 12, 2018

This invitation To BID can be picked up by all interested companies. The receipt of this invitation to bid from the Town of Cheverly in no way implies that the recipient is a responsible bidder. All bids received will be evaluated based on known previous experience and at the sole discretion of the Town of Cheverly appointed representatives; whose judgment and selection are final.

Please note that the Town of Cheverly through its representatives reserves the right to reject any and all bids and to award, in whole or in part, so as to best serve the interests of the Town.

Bidders Initials and Date: Initials: _____ Date; _____

GENERAL CONDITIONS

TOWN OF CHEVERLY

The General Conditions set out below shall apply to formal bid solicitations for the Town of Cheverly. Bidders are responsible for informing themselves of these requirements prior to submission of bids. Failure to do so will be at bidder's own risk, and pleas of error, or ignorance shall not be honored. Bidders seeking information regarding the General Conditions set forth below should contact the Town of Cheverly's Town Administrator.

I. Receipt of Proposals:

- A. If received after the time specified for Public Bid Opening, formal bids, amendment thereto, or requests for withdrawal of bids will not be considered.
- B. Properly marked bids received prior to the specified time of Public Bid Opening will be securely kept, unopened, by Town Administrator.
- C. No liability shall be attached to the Town or to its representative (s) for the premature opening of an improperly addressed or improperly identified bid.

The checks/bid bonds of all except the lowest bidder will be returned/released within 30 days after the opening of bids. The check/bond will be returned/released to the lowest bidder when the contract is executed. In the event that the bids are rejected, or shelved for any reason, the check/bond will be returned/released to the low bidder within 30 days therefrom.

Unless otherwise specified, all formal bids submitted shall be binding for 180 calendar days following the specified bid opening date, unless the bidder(s), upon request of the Town of Cheverly, agrees to an extension.

- D. The attention of persons intending to make proposals is specifically called to Article 3 of the contract Agreement wherein the bidder agrees that the bidder corporation and/or one of its principal agents legally able to sign and execute a contract has examined the Contract Documents and the demands being made and is fully informed from personal examination of the same regarding the purchase other conditions affecting the procurement to be performed. Particular attention is called to special notes and specifications in the proposal which may contain contract requirements at variance with standard plans and specifications.

II. Bid Opening

- A. Although not necessary Bidders are encouraged to attend the Public Bid Opening and offer constructive suggestions as to format or ways in which the Town may realize greater savings. Bids are available for public inspection subsequent to the Public opening.
- B. Unless otherwise specified by the Town, all formal bids submitted shall be binding for Town acceptance for thirty (180) days from the date of the bid opening.

III. Award or Rejection of Proposals

- A. Bids shall be awarded to the lowest and best responsive and responsible bidder. Bidders (if applicable) may restrict bids to consideration in aggregate by specifically stating same in writing on the bid form. Unless otherwise specified, the Town reserves the right: (1) to award in part or in whole, (2) to reject any or all bids, (3) to waive any information in the bids, and (4) to award so as to best serve the interest of the Town. The Town also reserves the right to reject the proposal of a bidder who has previously failed to execute properly or deliver on time contracts of a similar nature, or a proposal of a bidder who, upon investigation shows is not in a position to perform the contract.
- B. The bidder must supply all information required by the Invitation to Bid, Instructions to Bidders, Specifications, and Bid Forms. Failure to fill in all blanks may cause the bid to be disqualified.
- C. A written notice of award (acceptance of bid) shall be provided to the successful bidder within the specified acceptance period.

IV. Quotation

- A. Bid prices must be net, including transportation and handling charges fully prepaid by the contractor to destination and subject only to cash discount for prompt payment of invoices.
- B. Bid prices shall not include Federal, State, or Local taxes. The Town's Maryland State Tax Exempt Number 30041926
- C. When an error is made in computing the extension of total price(s), the unit price will govern. In the event of discrepancies between the prices quoted in the Proposal in words and those quoted in figures, the words shall control.
- D. Bidders must submit any and all exceptions to conditions of the specifications in writing at the time of bid as part of the submission.
- E. No oral interpretation shall be made by any Bidder and/or to any Bidder as to the meaning of any of the Contract Documents. Every request for interpretations shall be in writing to the Town.

V. Standards of Quality, “or Equal Clauses”

Any catalog, brand name, or manufacturer’s reference used in a bid invitation is descriptive, and shall be deemed to include “an equal.” Bidders submitting equal substitutions will be considered provided the bidder submits a complete description of same and noting all variations from the specified brand in sufficient detail to support equal quality, equal capability, and equal durability to enable to the Town to judge whether or not all requirements are met. If such information is not provided, like brands will be considered non-responsive. Otherwise, it shall be understood that the specified brand will be furnished.

VI. Purchaser’s Right of Rejection

The Town reserves the right to accept proposals by items or as a whole, or at its discretion, reject any and all proposals and readvertise. The Town of Cheverly reserves the right to increase or decrease all quantities. The Town also reserves the right to reject any and all proposals which comply with these specifications, or to accept a higher bid which complies, provided that, in the judgment of the Town Administrator, the items offered under the higher bid have additional values or functions which justify the difference in price.

VII. Delivery and installation

Delivery of merchandise must conform to the instructions in the bid specifications and/or in the applicable notice of award or purchase order(s). Equipment deliveries shall not exceed 30 days.

VIII. Billing and Payment

Bills must be submitted in duplicate. Original and one copy shall be forwarded to the Town of Cheverly. Payment will be made only upon final acceptance by the Town.

IX. Reservations and Annulments

- A. The right is reserved the Town to reject bids for any and all items, and/or waive technical defects if in its judgment the interest of the Town is better served.

- B. The Town also reserves the right to annul any contract, if in its opinion there shall be a failure, or anytime, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon the Town materials, products and/or workmanship inferior to that required by the contract, and action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the Town to damages for the breach of any covenant of the contract by the contractor.

C. Should the contractor be prevented from furnishing any item or items, or from completing the required work included in this contract by reason of such failures caused by circumstances beyond his control, including but not limited to an Act of God, war, flood, governmental action, and inability to obtain transportation, the Town reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the Town thereby.

X. Compliance with Specifications

The Contractor shall abide and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by the Town's Administrator and as described hereinafter.

XI. Responsibility for Supplies Tendered

The contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, and the Contractor shall bear all risk on rejected materials or supplied after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection. Upon failure to do so within ten (10) days after date of written notification, the Town may return the rejected materials or supplies to the contractor at his risk and expense.

XII. Inspection

Inspection and acceptance of all procurements will be made after delivery at the destination herein specified unless otherwise stated. Final inspection and acceptance or rejection of the procurements will be made as promptly as practicable, but failure to inspect and or reject procurements shall not impose liability on the Town for such procurements that are not in accordance with the specifications.

XIII. Bidder's List

In an attempt to keep the prospective bidder's List current, bidders are asked to respond to all bid specifications. If the response is a "no bid" the bidder is requested to explain his reasons for not bidding. Failure to respond to three consecutive Invitations to Bid may result in the deletion from the bidder's List.

XIV. Conflict of Interest

No employee of the Town shall be admitted to any share or part of this contract or to any benefit that may arise thereafter.

XV. Contract

A. The proposal, with respect to all items accepted and all papers accompanying the same, including the schedule and continuation sheets, if any, the specifications, the Instructions to the bidders, these General Conditions, and other papers and documents referred to in any of the foregoing including lease or purchase agreements and service contracts, shall constitute the formal contract between the bidder and the Town of Cheverly.

B. The foregoing conditions shall be binding on all sealed bid solicitations unless specifically deleted or amended by reference within the bid documents.

INSTRUCTIONS TO BIDDERS

1. Equipment furnished under these specifications shall be basically the manufacturer's current conventional design, complete with all the necessary operating manuals, parts manuals, shop and preventative maintenance manuals, and other manuals pertinent to the vehicle.
2. All equipment furnished must comply with all Federal, State, local laws, and codes and regulations applicable to normal operation.
3. Warranty certificate must be provided with each unit delivered and it is to be effective the day the Town accepts the unit(s).
4. Warranty shall either be described in full or a copy submitted with the bid.
5. Following each individual specification; Check the "Y" if the item you are bidding meets or exceeds the specification, check the "N" if the item you are bidding does not meet and is less than what has been specified.

Cab to be painted Red	Y_____	N_____
Paint Frame Black	Y_____	N_____
Under coat cab and frame with Ziebart or equal	Y_____	N_____
All crimp style wire connections are to be of the heat shrink design to ensure moisture resistant connections	Y_____	N_____
All electrical junction boxes must be weatherproof utilizing gaskets	Y_____	N_____
All wiring to be color coded to SAE ATA standards	Y_____	N_____

Vehicle Description

2019 550 4x4 Chassis (Refer to **Standards of Quality, "or Equal Clauses** page 7)

6.7L POWER STROKE V8 DIESEL
6-SPEED AUTO TRANS

Exterior

RACE RED

Interior

MEDIUM EARTH GRAY VINYL 40/20/40 SEATS

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- Grille-Black
- Roof Clearance Lights
- Trailer Sway Control
- Wipers-Intermittent

INTERIOR

- Black Vinyl Floor Covering
- Particulate Air Filter
- Up fitter Switches

FUNCTIONAL

Braking System

- Jewel Effect Headlamps
- Mono Beam Coil Spring FRONT
- Stabilizer Bar, Front/Rear

Safety/Security

- Belt-Minder Chime
- 3YR/36,000 Bumper/Bumper
- 5 YR/60,000 Roadside Assist
- Glass-Solar-Tinted
- Headlamps-Wiper activated
- Tow Hooks
- Trailer Tow Wire Harness Air Cond, Manual Front
- Outside Temp Display
- Tilt/Telescope STR Column
- Vinyl Sun Visors
- 4-Wheel Anti-lock Disc
- Hill Start Assist
- Manual locking hubs
- Suspension W/Stabilizer Bar
- Advance traction With Rear Stability Control
- SOS Post Crash Alert SYS

Warranty

- 5YR /60,000 Powertrain
- 5 Yr/100,000 Diesel Engine

Equipment

2019 Model Year

Race Red

Medium Earth Gray Vinyl

Preferred Equipment

PKG.660A

XL Trim

AIR Conditioning—CFG Free

6.7L V8 Diesel

6-Speed Auto Transmission

225/70R19.5G Traction

4.88 Ratio Limited Slip Axle

Payload plus Package Upgrade

Power Equipment Group
Telescoping Tilt Mirror-Power/Heated High Lux Decor Package
Platform Running Boards less Tire Inflation Monitor
19500# GVMR Package
Engine Block Heater 50 State Emissions
Snow Plow Package Spare Tire and Wheel Delete
Trailer Brake Controller
High Capacity Trailer Tow Package
Jack
Trans Power Take-Off Provision
Clean Idle Decal
40 GAL AFT or Axle Fuel Tank
Dual Alternators
XL Value Package .Cruise Control
.AM/FM Stereo MP3/CLK .SYNC Voice Activated Systems

Furnish and Install

Rugby Stainless Steel E-Spec Dump Body, Model SS2000, with the following

- 9'4'' Dump Body Length
- 16'' Side Height
- Dirt Shedder Sloping Bottom Rails
- 3/16'' AR400 Crossmemberless Steel Floor
- Fully Boxed top Rail
- 5'' Formed Channel Longsills
- Three Panel Tailgate
- Two Vertical Side Braces Per Side
- Full Height Board Gussets
- Mudflaps
- Backup Alarm
- Front Marker Lights
- Plate Hitch with D-Rings
- 7-Way Spade Trailer Plug
- 96'' Overall Dump Body Width
- 22'' Tailgate Height

- 10-Gauge Stainless Steel
- Natural Stainless Steel Finish
- Double-Walled Sides
- Stainless Steel EZ-Latch Tailgate Hardware
- Standard Lights in Rear Posts
- ¾ Cab Protector with Screened window
- Tailboard Gusset
- Steel Splash Shields (Powder Coated Black)
- ICC Bumper
- SR4016 Double Acting Hoist: Less Hydraulics
- Dual Purpose Pintle Hook with 2-5/16” Ball

PTO Driven Central Hydraulics to operate: Hoist, Plow, and Spreader

Plow, Spreader and Dump Controls to Have the Following:

- Controls to be Mounted in the Cab Center (between Driver & Passenger- In front of Seat)
- Individual Levers for Dump, Plow UP/Down, and Plow Angle (Electric Control)
- Electric Spreader Control Valve with GPS Ground Speed Capacity or Manual Mode

Strobe System with the Following:

- (2) Surface-Mounted LED Strobe Lights Mounted on Rear Dump Body Posts (One Per Side)
- (2) Surface-Mounted LED Strobe Lights Mounted on Front Face of Cab Protector (One Per Side)
- (2) Surface-Mounted LED Strobe Lights Mounted on Front of Grille (One Per Side)
- (1) Lightbar Mounted on Cab Protector

Western Pro-Plus Steel Snow Plow with the Following:

- 9.0’ Blade Width
- 12-Gauge Steel Blade
- Two (2) Shock Absorbers
- Cast Iron Disc Shoes
- Blade Guides

- Ultra-Mount Mounting System
- 31.5” Blade Height
- Four (4) Trip Springs
- Eight (8) Vertical Ribs
- Auxiliary Plow Lights
- Steel Cutting Edge
- Plow to be Operated by Central Hydraulics

Gledhill Steel Drop Spreader, Model 707, with the Following:

- Dimensions: 18-1/2”H x 12-1/2” D x 99-1/2” W
- Hopper Box: All-Welded 10-Gauge Steel with 1/4” end plates
- Feed Roll: 4-1/2” O.D. x 4” I.D. Seamless Heavy Wall Tube
- Activator Bars: 138 Pieces 3/16” x 3” Key stock
- Strike-Off Plates: 23 Separate Plates, 1/8” x 4”, Individual Spring Loaded
- Bearings: Heavy Duty Hall Type, Self-Aligning, Lubricated, sealed
- Roller Chain: Special high life hydraulics transmission
- Hydraulic Motor
- Anti-Flow Plates (Bolted on) To Dump Body Tailgate

EXTENDED WARRANTY OPTION #1

Covers: _____

Cost with deductible: \$ _____ Deductible amount: \$ _____

Cost without deductible: \$ _____

Mileage or months that plan covers: _____

AFFIDAVITS

Name and Address of Bidder:

The above named Bidder affirms and declares:

1. That said Bidder is of lawful age and the only one interested in this bid; and that no person, firm or corporation other than hereinabove named has any interest in this bid, or in the contract proposed to be entered into.
2. That this bid is made without any understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same material, supplies, or equipment, and is in all respects fair and without collusion or fraud.
3. The said bidder has carefully examined the procurement documents that from said Bidder's own investigations, said Bidder has satisfied itself as to the nature and intent of the procurement, its character, quality and quantity.
4. Upon acceptance of this proposal for said procurement the undersigned does or do bind the person or persons to enter into written contract with the owner as specified in the "Instructions for Bidders".
5. In default of the performance of any of the conditions required in making this bid, the undersigned agrees that the certified check/bid bond which is herewith deposited with the Owner shall be retained by the Owner as liquidated damages for such default or fraud, otherwise the check/bond will be returned to the successful bidder as noted in the "Instructions for Bidders".

Legal name of person, firm or corporation making bid:

BY: _____

(Title of person signing)

AFFIDAVITS

(Continued)

NOTES

1. Where a bidder is a firm, the bid must be signed in the name of the firm by a member of the firm, who must sign that the member's own name immediately thereunder, as A.& B Company, by C.A. Partner.
2. Where a bidder is a corporation, the bid must be signed in the name of the corporation by some duly authorized officer or agent thereof having knowledge of the matters stated in the bid, and such officer or agent shall also subscribe said person's own name, as: A.B. Company, by D.C., President, and the seal of the corporation must be affixed.
3. The bid must be sworn to by the person signed it, in one of the following forms:

AFFIDAVITS

(Continued)

(Form of Affidavit where Bidder is an Individual)

STATE OF MARYLAND)
) ss:
COUNTY OF PRINCE GEORGE'S)

_____ being duly sworn says:

I am the person described in and who executed the foregoing bid and the several matter therein stated are in all respects true.

Signature of person who signed the bid

Subscribed and sworn to before me: this _____ day of _____, 20 _____.

(Notary Public)

COUNTY OF: _____

(Form of Affidavit where Bidder is a Partnership)

STATE OF MARYLAND)
) ss:
COUNTY OF PRINCE GEORGE'S)

_____ being duly sworn, says: I am a member of

_____ the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

Signature of person who signed the bid

Subscribed and sworn to before me: this _____ day of _____, 20 _____.

(Notary Public)

COUNTY OF: _____

Preparing and Submitting Bids

All bids must be handwritten or typed on the attached “Bid Submittal Form.” The completed form shall be placed in front of and separated from all other documents included and requested in the bid packet, such that it becomes the first document viewed upon opening the packet.

All bids shall include a current catalog or model specification document for the equipment model number being offered for consideration. Bids submitted without such documentation will not be considered. Only information contained on the attached bid form and in the model specification documents will be considered in evaluation bids.

Each separate requirement in the Bid Specification includes a block for indication whether or not the item bid meets the requested specifications. The bidder shall indicate “compliance: with each requirement by indication “YES” or “NO”.in the block provided to the right of the specification. In addition, the bidder shall indicate the page number in the supplied manufacturers’ equipment literature on which compliance with the specifications can be verified. Failure to complete this portion of the bid form can in the subject bid not being considered.

Each bid - for the one or more of the equipment items included in the bid package must be submitted on the Bid Submittal Form for that item and forwarded as necessary in a separate envelope with the bid item clearly identified on the outside of the envelope. Envelopes containing a “NO BID” shall also include the “NO BID” on the outside of the envelope. Facsimiles and/or email will not be accepted. Bids submitted by “overnight Express” must also be in a separate inner envelope or package sealed and identified as stated above. All bids must be received at 6401 Forest Road Cheverly, MD 20785 (*the municipal building office*) prior to the bid opening.

Bidders are reminded that the Town reserves the right to require a performance bond,

All bids should be mailed or hand delivered to:

Town of Cheverly, MD
6401 Forest Road
Cheverly, MD 20785
Att. David Deutsch, Interim Town Administrator

Please note each piece of the heavy equipment available for bid may include several different sizes and categories of machines. You should read the specifications carefully to ensure no discrepancies or omissions that may render useless the intent of the Bid.

Payment Options:

1- Price in full delivered in accordance with all specification and without omissions:

\$ _____

2- Lease Purchase five years:

Interest Rate: _____

Monthly cost: _____

Yearly cost: _____

Contract Agreement

Town of Cheverly
Mayor and Town Council

This agreement, entered into this _____ day of _____, 20_____,
by the Town of Cheverly, Maryland hereinafter referred to as the "OWNER",
acting by and through the Mayor, Town of Cheverly, pursuant to the statute
and _____ a Corporation organized and existing
under the laws of the State of Maryland, _____ a
partnership consisting of _____ and
individual conducting business as _____
as _____ the location of whose
principal office is _____ hereinafter called the
"CONTRACTOR."

WITNESSETH, that the "OWNER" and the "CONTRACTOR", for the
consideration hereinafter name, agreed as follows