



Gaithersburg
A CHARACTER COUNTS! CITY

City of Gaithersburg

31 South Summit Avenue
Gaithersburg, Maryland 20877

INVITATION FOR BID

No. 2015-005

Purchase of Three One Ton Dump Trucks with Plows and Salters

Solicitation Issued: October 30, 2014

Bid Submissions Due: November 21, 2014 Time: 10:00 AM

Submissions Received By: Mark Scafide
Public Works Operations Division Chief
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20878

MAYOR
Sidney A. Katz

COUNCIL MEMBERS
Jud Ashman
Cathy Drzyzgula
Henry Marraffa, Jr.
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CITY MANAGER
Tony Tomasello

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SECTION 1: Definitions

- A. "Bid Proposal" means the binding offer and any and all documents submitted to the City by a Bidder in response to this Solicitation.
- B. "Bid Proposal Price" means the monetary offer of the Bid Proposal.
- C. "Bidder" means any Person submitting a Bid Proposal in response to this Solicitation.
- D. "City" means the City of Gaithersburg, Maryland, a municipal corporation of the State of Maryland.
- E. "City Manager" means the City Manager of the City.
- F. "City Website" means "City's Website" means <http://www.gaithersburgmd.gov/government/procurement/current-bids>
- G. "Closing Date and Time" means the latest date and time by which all Bid Proposals shall be submitted to the City.
- H. "Contract" means the binding agreement awarded pursuant to this Solicitation, if any.
- I. "Contract Administrator" means the City employee assigned to administer the Contract.
- J. "Lowest Responsive and Responsible Bidder" means the Responsible Bidder who submits a Responsive Bid Proposal and offers the most advantageous pricing or cost benefit.
- K. "Person" means any individual, sole proprietorship, association, company, firm, partnership, limited partnership, joint venture, corporation, Limited Liability Company or other form of entity or association recognized at law.
- L. "Responsible Bidder" means a Bidder who is fully: (i) capable to meet all of the requirements of this Solicitation and under the Contract, including financial and technical; and (ii) able to evidence the ability to provide the Services under the Contract.
- M. "Responsive Bid Proposal" means a Bid Proposal that fully conforms in and to all material respects and requirements to and of this Solicitation, including all form and substance.
- N. "Solicitation" means this Invitation to Bid.
- O. "Solicitation Documents" means this Solicitation and any and all documents issued and/or used by the City to solicit Bid Proposals, including but not limited to: addendums, amendments, forms and specifications.
- P. "Submission Deadline" means the date and time in which all Proposals shall be received by the City.

~ END OF SECTION 1 ~

SECTION 2: Introduction and Notices to Bidders

2.1. INTRODUCTION

The City is seeking sealed Bid Proposals to purchase three (3) 2015 13,000 pound dump trucks, each with a plow and salter (hereinafter referred to as "Services").

2.2. CITY'S LIABILITY

This is a Solicitation only, it is not a contract. The City shall assume no obligation to pay or reimburse any Person for any costs, fees, or expenses incurred in preparation of a response to this Solicitation, or for any meetings or travel costs related to such response. The City reserves the right to reject any or all Bid Proposals in full or in part and/or to waive any technicalities or informalities as best may serve the interests of the City. The City is under no obligation to any Bidder until a contract is executed for the Services described herein.

2.3. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS

The City is the sole entity with the authority to issue and distribute Solicitation Documents; any Solicitation Documents obtained from any source other than the City may be incomplete and/or incorrect. The City assumes no responsibility for any error, omission and/or misinterpretation resulting from the reliance and/or use of Solicitation Documents not issued and distributed by the City. Any and all Solicitation Documents shall be posted on the City's Website.

2.4. ACCEPTANCE

The submission of a Bid Proposal shall constitute acknowledgement and acceptance by the Bidder of the conditions, requirements, specifications and conditions specified herein.

2.5. RESTRICTED DISCUSSIONS

Bidders are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the City except as expressly authorized herein. The City may, in its sole discretion, reject the Proposal submitted by any Bidder who is in violation of this provision.

2.6. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS

- A. Bidders must be qualified to bid in the State of Maryland in accordance with §16-202 and §16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- B. To enter into any contract with the City, Bidders must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.

2.7. ADA REQUIREMENTS

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact the City's Procurement Manager by phone at 301-258-6320 or by email at wrhodes@gaitthersburgmd.gov.

~ END OF SECTION 2 ~

SECTION 3: Solicitation Information and Schedule

3.1. **SOLICITATION SCHEDULE**

The following is the tentative schedule of events for this Solicitation. The City reserves the right to modify this schedule at any time as best may serve the interests of the City; any and all modifications will be communicated by addendum or amendment as specified herein. All times are according to Eastern Standard Time (EST).

EVENT	DATE	TIME
A. Solicitation Issued:	October 30, 2014	N/A
B. Bidder Questions Due in Writing:	November 7, 2014	2:00 p.m.
C. City's Answers to Questions Issued:	November 14, 2014	N/A
D. Submission Deadline:	November 21, 2014	10:00 a.m.
<ul style="list-style-type: none"> ↳ <u>Submitted To</u> Mark Scafide Public Works Operations Division Chief 800 Rabbitt Road Gaithersburg, Maryland 20878 		
E. Opening of Bid Proposals:	November 21, 2014	10:00 a.m.
<ul style="list-style-type: none"> ↳ <u>Location</u> City of Gaithersburg Department of Public Works 800 Rabbitt Road Gaithersburg, Maryland 20878 		

3.2. **OPENING OF BID PROPOSALS**

Bid Proposals will be opened and publicly read aloud on the date and at the time and location specified in Section 3.1 of this Solicitation.

3.3. **SOLICITATION QUESTIONS**

The failure by the Bidder to ask questions regarding this Solicitation shall constitute acknowledgement, understanding and acceptance by the Bidder of all the terms, conditions and requirements set forth in this Solicitation.

A. Submission of Questions

Any and all questions regarding this Solicitation shall be submitted: (i) by the date and time specified in Section 3.1; (ii) in writing to Mark Scafide, Public Works Operations Division Chief; and (iii) using the following methods:

- ↳ By Email
mscafide@gaitersburgmd.gov
- ↳ By Mail
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20878

B. Answers to Questions

The City's answers to Bidder questions will be posted by addendum on the City Website on date specified in Section 3.1 of this Solicitation.

~ END OF SECTION 3 ~

SECTION 4: Bid Proposal Submission Instructions

4.1. BID PROPOSAL SUBMISSION INSTRUCTIONS

Any and all Bid Proposals submitted not in compliance with any of the provisions herein shall be rejected as non-responsive and be removed from consideration.

- A. Any and all Bid Proposals shall be submitted by the Submission Deadline, and to the Location, specified in Section 3.1 of this Solicitation.
- B. The Bidder shall submit three (3) complete original paper Bid Proposals, each of which shall bear original signatures, and one (1) electronic copy of any one of the original paper Bid Proposals, together in a sealed package clearly labeled:
 - ↳ No. 2015-005
 - ↳ One Ton Dump Trucks
- C. The Bidder is strictly prohibited from submitting its Bid Proposal by facsimile or by e-mail. Any and all Bid Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.
- D. The City shall assume no responsibility for delays or errors in the delivery of any Bid Proposal; postmarking by the Closing Date shall not substitute for actual receipt.
- E. The submission of a partial Bid Proposal is strictly prohibited; any and all such Bid Proposals shall be considered incomplete and be subject to immediate exclusion from consideration.

4.2. REQUIRED FORMS

Notwithstanding any other documents and/or information required in any other section of this Solicitation, the following documents and forms shall be included in each Bid Proposal:

- ↳ Addendum and Amendment Acknowledgement
- ↳ Affidavit of Qualification to Bid (Requires Notary)
- ↳ Bid Proposal Price Sheet
- ↳ Bid Proposal Submission Certification (Requires Notary)
- ↳ Conflict of Interest Certification (Requires Notary)
- ↳ Litigation and Lien Information
- ↳ Section 8: Scope of Work and Specifications

~ END OF SECTION 4 ~

SECTION 5: Contract Terms and Conditions

5.1. ACCOUNTING SYSTEM AND AUDIT

The Contractor certifies its accounting system conforms to Generally Accepted Accounting Principles (GAAP) and is sufficient to comply with the Contractor's budgetary and financial obligations.

The Contractor agrees to maintain all necessary source documentation and enforce sufficient internal controls as dictated by Generally Accepted Accounting Principles (GAAP) to properly account for expenses incurred under the Contract. All accounting records and supportive documentation shall be maintained in such a manner that will provide for a separation between direct and indirect costs.

The City may examine and obtain copies of the Contractor's records to determine and verify compliance with the terms and conditions of the Contract. The Contractor shall grant the City access to these records at all reasonable times during the Contract term and for a period of five (5) years following payment of the Contractor's final invoice. The Contractor shall make such records available for examination and obtaining copies by any and all Federal, State or County authorities if the Contract is supported to any extent with Federal, State or County funds.

The Contractor shall include a similar provision in all subcontracts.

5.2. ASSIGNMENT

The City's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other Person without the express written consent of the City; however, in no case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

5.3. CHANGES IN SERVICES

The City, without invalidating the Contract, may order changes in the Services within the general scope of the Contract, consisting of additions, deletions, or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to the City from a change in Services shall be determined by mutual written agreement between the City and the Contractor. The Contractor shall perform all the Services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the City unless made in writing and signed by the City and the Contractor.

5.4. CONFIDENTIALITY

The Contractor agrees that all knowledge and information that the Contractor may receive from the City or from its officials, employees or other sources, or by virtue of the performance of services under and pursuant to the Contract which are included or referenced in Section 10-601, et seq., State Government Article of the Annotated Code of Maryland shall not be directly or indirectly disclosed by the Contractor to any person whatsoever unless authorized to do so by the City Manager. This confidentiality provision shall also apply to any information, activity, or record designated to the Contractor by the City as being "confidential" or "privileged".

5.5. CONTRACT DISPUTES

All disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the City and the Contractor, must be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor must proceed diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the City and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the City Manager or designee ("City Manager").
- B. The City Manager must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence, and argument. The City Attorney may participate in the hearings to protect the City's interest.
- C. The City Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the City Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The City Manager's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator appointed by the American Arbitration Association.

5.6. DISSEMINATION OF DATA

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the Services without the prior written approval of the City. The Contractor shall include a similar provision in all subcontracts.

5.7. EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of the Contract will not and shall not be deemed to affect the validity of any other provision thereof. In the event that any provision of the Contract is held to be invalid, the City and the Contractor agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by the City and the Contractor subsequent to the expungement of the invalid provision.

5.8. EMPLOYMENT AS INDEPENDENT CONTRACTOR

The Parties to this Contract recognize and agree that: (i) the Contractor shall act as an independent Contractor to the City; (ii) this Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the Parties; (iii) neither Party shall be entitled to participate in any of the other Party's benefits, including without limitation, any health or retirement plans; (iv) the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Contract; and (v) the City shall not be liable for any insurance, taxes, or withholding for or on behalf of the Contractor; all such insurance, taxes or withholding, and costs for same,

shall be the sole responsibility of the Contractor.

5.9. FORCE MAJEURE

If the performance of the Contract is delayed at any time by any act or neglect of the City, or by a separate contractor employed by the City, or by any changes in the supplies, materials, equipment and Services, or by strikes, fires, unusual delay in transportation, unavoidable casualties or causes beyond the Contractor's control, or by delay authorized by the City, the City shall decide the extent of such delay or the justification of any other delay, and then extend the Completion Date for such reasonable time as the City may decide.

5.10. GOVERNING LAW

The Contract shall be construed in accordance with the laws and regulations of the Federal Government, State of Maryland, and the City. The Contractor shall, without additional cost to the City, pay any necessary fees and/or charges, obtain any necessary licenses and/or permits, and comply with any and all applicable federal, state and local laws, codes and regulations. For purposes of litigation involving the Contract, exclusive venue and jurisdiction shall be in the Circuit Court of Maryland for Montgomery County, District Court of Maryland for Montgomery County or the United States District Court of Maryland.

5.11. HEADINGS

Any and all of the headings with respect to the main body of the Contract and this Solicitation are for reference purposes only and shall not in any way affect the meaning or interpretation of anything in the same.

5.12. IMMIGRATION REFORM AND CONTROL ACT

The Contractor shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

5.13. INCONSISTENT PROVISIONS

In the event of: (i) any inconsistency between any of the provisions of the main body of the Contract and any of the provisions of this Solicitation, the provisions of the main body of the Contract shall take precedence over and supersede those provisions in the event of same; and (ii) any inconsistency between the provisions of Sections five (5) through Eight (8) this Solicitation shall be resolved in the following order:

- A. Section 5: Contract Terms and Conditions
- B. Section 6: Solicitation Terms and Conditions
- C. Section 7: Special Terms and Conditions
- D. Section 8: Scope of Work and Specifications

5.14. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officials, employees and agents from the following:

- A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors; and
- B. Any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from the Contract arising from the negligence or omission of the Contractor, its employees, agents or subcontractors. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any subcontractor, supplier, material, or other supplier of goods and services to the project.

5.15. INSURANCE

- A. The Contractor, and any and all subcontractors hired by the Contractor to provide the Services under the Contract, shall obtain and maintain in force, at its expense, policies of insurance with minimum limits as follows:
 - I. Automobile Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00); and
 - II. Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00); and
 - III. Workers' Compensation Insurance with a minimum limit of One Million Dollars (\$1,000,000.00).
- B. Prior to the execution of the Contract, the Contractor shall provide the City with a copy of a certificate of insurance, which evidences the above policies and minimum limits and names the City as additional insured with respect to the Commercial General Liability Insurance only.

5.16. NO THIRD PARTY RIGHTS

The Contract shall not create any rights or benefits to parties other than the City and the Contractor. No third party shall have the right to rely on the Contractor's opinions rendered in connection with the Services without the written consent of the Contractor and the third party's agreement to be bound to the same conditions and limitations as the City.

5.17. NON-DISCRIMINATION REQUIREMENTS

- A. During the term of the Contract, the Contractor shall:
 - I. Not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.
 - II. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be

limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- III. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.
- B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

5.18. PATENTS

Whenever any article, material, appliance, process composition, means or things called for by the specifications ("Materials") under this Solicitation is covered by Letters of Patent, the Contractor must secure, before using or employing such Materials, the assent in writing of the owner or licensee of such Letters of Patent and file the same with the City.

The Contractor shall defend, at its own expense, and pay the cost and damages awarded in any action brought against the City based on an allegation that the Materials provided by the Contractor infringe on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the City's use of the Materials by reason of infringement of any patent, copyright, license or trade secret, the Contractor shall, at its own expense, procure for the City the right to continue using the Materials or replace or modify the same so that it becomes non-infringing.

5.19. PAYMENT, PAYMENT TERMS, TAXES, AND INVOICES

All payments under the Contract shall be made monthly: for the Services completed in the immediately preceding month; and following the receipt of a proper invoice for same, which is issued in accordance with and subject to the following:

A. Payment Terms

The City's standard terms of payment are net thirty (30) days; however, this does not preclude the Contractor from providing a prompt payment discount for the

payment of invoices in less than thirty (30) days. Payments considered past-due may be subject to incurred interest not to exceed one percent (1%) per month.

B. Taxes

The City is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the City; the City shall not be liable for or pay or reimburse the Contractor for any such taxes. A copy of the City's Sales and Use Tax Exemption Certificate is provided below.



C. Invoices

Original invoices shall include, at a minimum: the Contractor's name, address, and telephone and fax numbers; and the corresponding purchase order number. Invoices shall be submitted to:

City of Gaithersburg
Accounts Payable Division
31 South Summit Avenue
Gaithersburg, Maryland 20877

5.20. RECORDS

- The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of five (5) years following payment of the Contractor's final proper undisputed invoice for the delivered Services.
- The Contractor shall make available to the City, State of Maryland and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.
- The Contractor shall include similar provisions in all subcontracts.

5.21. SUBCONTRACTORS

The Contractor acknowledges and agrees that if it shall be necessary to hire or subcontract with competent professional personnel to fulfill its obligations under this Contract, it shall do so at its own expense.

5.22. TERMINATION

A. Termination for Cause

If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the City may, provided the Contractor fails to cure the breach within 15 days' notice of same and upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the City by reason of such default and termination. In the event of such termination, any completed Services performed by the Contractor under the Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

B. Termination for Convenience

The City may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the City for lost profits in conjunction with a termination for convenience.

The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the City's election to terminate the Contract in whole or in part for its convenience.

C. Termination for Non-Appropriation of Funds

The City shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event sufficient funding appropriation is not approved, the City may, upon written notice to the Contractor, terminate the Contract in whole or in part and without penalty or expense to the City. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

~ END OF SECTION 5 ~

SECTION 6: Solicitation Terms and Conditions

6.1 ACCEPTANCE AND REJECTION OF BID PROPOSALS

The City reserves the right: (i) to accept or reject any or all Bid Proposals in whole or in part; (ii) to waive any technicalities or informalities in Bid Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the City. The City may reject the Bid Proposal of any Bidder in arrears or in default to the City on any contract, debt, or other obligation.

6.2 ACCURATE INFORMATION

The Bidder certifies that all information provided, or to be provided, to the City is true and correct and may be relied upon by the City in awarding the Contract. Any false or misleading information is cause for the City to reject the Bidder's Bid Proposal or to terminate the Contract if awarded to the Bidder. Such rejection or termination shall relieve the City of any direct or consequential damages or costs incurred by the Bidder.

6.3 ADDENDUMS AND AMENDMENTS

In the event any addendums and/or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated and/or modified in any such addendums and/or amendments. Verbal or written statements and/or answers to questions not posted on the City's website relative to this Solicitation shall not be considered valid or enforceable.

It is the responsibility of the Bidder to inquire about and obtain any addendums and/or amendments issued; any and all addendums and/or amendments will be posted on the City Website.

6.4 ALTERNATE BID PROPOSALS

The Bidder is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate Bid Proposals for the Services shall be rejected as non-responsive and be removed from consideration.

6.5 BINDING BID PROPOSAL

All Bid Proposals shall remain binding for one-hundred eighty (180) calendar days following the Closing Date of this Solicitation; Bid Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Bid Proposals shall be automatically extended for an additional one-hundred eighty (180) calendar days. Bid Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City of the Bidder's intent to withdraw its Bid Proposal. Bid Proposals may only be withdrawn by submitting notice in writing at least fifteen (15) calendar days prior to the expiration of the then current one-hundred eighty (180) calendar days' period.

6.6 CONFIDENTIALITY

- A. The City agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Bidder in strictest confidence. The Bidder shall specify in writing to the City the information or material which the Bidder deems to be a trade secret or other confidential information and/or material. Written notification shall also

contain the reason such information and/or material is considered to be a trade secret and/or confidential.

- B. The Bidder agrees to hold all information and materials belonging to the City or its agents in strictest confidence and not to release, disclose or make use thereof other than for the performance of its obligations under the Contract.

6.7 CONTRACT AWARD

- A. It is the intent of the City to award the Contract to one (1) Bidder; however, the City reserves the right, in its sole discretion, to award the Contract to multiple Bidders in whole or in part. Award shall be to the Lowest Responsive and Responsible Bidder. If for any reason, through no fault of the City, the Contract is not executed within thirty (30) days' notice of award, the City may withdraw the award and award to the next Lowest Responsive and Responsible Bidder, or solicit new Bid Proposals.
- B. The City may investigate, as it deems necessary, the qualifications and/or abilities of the Bidder to perform the Services under the Contract. Upon request by the City, the Bidder shall provide the City with any and all information and/or data requested in order to substantiate such qualifications and/or abilities. The submission of a Bid Proposal shall constitute acknowledgement and agreement by the Bidder to surrender any information and/or data requested by the City for such purposes. The City reserves the right in its sole discretion to reject the Bid Proposal if the Bidder fails to provide any and all requested information and/or data, or if the investigation and/or evidence submitted fails to substantiate the qualifications and/or abilities of the Bidder to perform under the Contract.
- C. In the event the City receives a single Bid Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Bidder that submitted the single Bid Proposal.

6.8 ERRORS IN BID PROPOSALS

Obvious error(s) in calculations in any Bid Proposal may not be corrected without the prior consent of the City and in the City's sole discretion, and may be cause to reject the Bid Proposal. In the event there is in error in any extended total price, the respective unit price shall govern and apply.

6.9 ETHICS LAWS AND REQUIREMENTS

The Contractor shall comply with the financial disclosure and conflict of interest and lobbying provisions of the City's ethics law.

6.10 INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple Bid Proposals submitted in response to this Solicitation by the Bidder under the same or different names shall be rejected and be removed from consideration. Reasonable grounds for believing that the Bidder has interest in more than one (1) Bid Proposal for this Solicitation, both as the Bidder and as a subcontractor for another Bidder, shall result in the rejection of all Bid Proposals in which the Bidder has interest.

Any or all Bid Proposals may be rejected if reasonable cause exists for believing that collusion exists among Bidders. Bid Proposals rejected under any of these provisions shall disqualify the submitting Bidder from responding to a reissuance of this Solicitation.

6.11 LATE BID PROPOSALS

It is the responsibility of the Bidder to ensure the delivery of its Bid Proposal to the designated location by the Closing Date specified in this Solicitation. The City shall assume no responsibility for delays or errors in the delivery of any Bid Proposal; postmarking by the Closing Date shall not substitute for actual receipt. Bid Proposals delivered late or to any location other than the designated location shall be rejected as non-responsive and removed from consideration.

6.12 MODIFICATIONS TO BID PROPOSALS

The Bidder may only modify its Bid Proposal in accordance with and subject to the following:

- A. The City shall consider the modified Bid Proposal as an entirely new Bid Proposal which will replace the original Bid Proposal; the original Bid Proposal shall be deemed to be withdrawn and null and void.
- B. The modified Bid Proposal shall be subject to all the requirements and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Bid Proposal herein, the modified Bid Proposal shall clearly be labeled "Modified Bid Proposal."

6.13 OPTIONAL GOODS OR SERVICES

The City reserves the right to request and evaluate optional goods and/or services which may be in the best interests of the City, and may negotiate the price of such goods and/or services with the successful Bidder or with another Bidder, whichever is determined to be the most advantageous to the City. While pricing for optional goods and/or services may be requested in this Solicitation, the City is under no obligation to consider such optional goods and/or services when selecting the successful Bidder unless otherwise stated.

6.14 SOLICITATION DOCUMENTS

The Bidder is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with all of the Solicitation Documents. If doubt exists as to the meaning or intent in or of any of the Solicitation Documents, the Bidder shall make an inquiry as to such meaning or intent in accordance with the provisions for herein. The failure of the Bidder to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Bidder of its obligations hereunder. The submission of a Bid Proposal shall be taken as prima facie evidence of compliance with this provision and that the Bidder fully understands the Services under this Solicitation and the Contract.

6.15 SOLICITATION PROTEST

Any protest of this Solicitation shall be in writing to the City Attorney. The provisions of COMAR Title 21.01.03.01A (7), State Procurement Regulations, do not apply to municipalities and are not applicable to this Solicitation.

Protests of alleged improprieties in this Solicitation shall be filed before the closing date and time of this Solicitation.

Any written protest shall include, at a minimum, the following:

- A. The name, address, telephone number, and if available, email address of the protestor;
- B. The Solicitation number;
- C. A detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protestor; and
- D. All copies of supporting exhibits, evidence and/or documents to substantiate the claim.

6.16 USE OF BROKER

The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For violation of this provision, the City shall have the right to terminate or suspend the Contract without liability to the City, its officials, or employees or in its discretion to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

~ END OF SECTION 6 ~

SECTION 7: Special Terms and Conditions

7.1 NOTICE TO PROCEED DELIVERY

Within ten (10) days following the effective date of the Contract, the City will issue the Contractor a written notice to proceed, after which the Contractor shall deliver the complete Services within two hundred (200) calendar days thereafter.

7.2 PRODUCT INFORMATION

Each Bidder shall include with its Bid Proposal, the following information for any and all products included in the Bid Proposal: (i) complete and detailed descriptive literature and specifications; (ii) operation and maintenance manuals; (iii) parts lists and wiring diagrams; (iv) copies of any and all warranties; and (v) a list of all local dealers authorized to perform maintenance and/or repair services. Failure to do so may be cause for the Bid Proposal to be considered non-responsive.

7.3 ASSEMBLY

All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

7.4 TESTING AND INSPECTION

The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

7.5 WARRANTY

The Bidder agrees: (i) that any and all of the products included in its Bid Proposal shall, at a minimum, covered by the most favorable commercial warranties the Bidder provides any customer for such products; and (ii) that the rights and remedies provided in such warranties are in addition to and do not limit any warranties provided by the manufacturers of any such products.

~ END OF SECTION 7 ~

SECTION 8: Scope of Work and Specifications

8.1. GENERAL INFORMATION

The intent of this specification is to cover the basic requirements of the vehicle to be purchased by the City of Gaithersburg.

8.2. SCOPE OF WORK AND SPECIFICATIONS

Failure by the Bidder to comply with the following instructions is cause for its Bid Proposal to be rejected as non-responsive:

- A. This Section shall be completed and included in the Bidder's Bid Proposal.
- B. The Bidder shall check specify if its Bid Proposal complies or does not comply with the specifications herein.

BASIC UNIT		COMPLIES
Three (3) 2015 One (1) Ton Dump Trucks		
1. Type:	Four Wheel Drive	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. GVW:	12,000 lbs. Minimum	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Payload:	5923 lbs. Minimum (Body and Payload)	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Wheelbase:	137" Wheelbase	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Windows:	Power (with factory Tint)	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Air Conditioning:	Yes	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Engine:	Engine Oil Cooler Diesel (300 hp @ 3100 rpm / 520 ft. lbs. Torque @ 1800 rpm) Minimum	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Transmission:	Allison Automatic 5 speed with overdrive HD Auxiliary Cooling (Or Approved Equal) (With Factory PTO Provision)	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Rear Axle Ratio:	3.73 Dual rear wheel	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Axles & Springs:	a. Front Spring – Independent Torsion Bar Capacity – 4800 lbs.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b. Rear Leaf Spring – Two Stage Variable Rate Leaf Springs Capacity 8600 lbs.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	c. Rear Axle – Full Floating Capacity – 8600 lbs.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	d. Snow Plow Prep Package Off Road Skid Plate	<input type="checkbox"/> Yes <input type="checkbox"/> No

11. Tires:	LT245/75R16/E On – Off Road Black wall – Standard Silver Painted Wheels With Center Caps	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. Gauges:	Oil Pressure and Tachometer	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. Seating:	Front Split Bench (Grey)	<input type="checkbox"/> Yes <input type="checkbox"/> No
14. Brakes:	4-wheel Anti-lock brakes	<input type="checkbox"/> Yes <input type="checkbox"/> No
15. Fuel Tank:	40-Gallon Minimum	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Steering:	Power (tilt wheel)	<input type="checkbox"/> Yes <input type="checkbox"/> No
17. Mirrors:	Dual West Coast Type Mirrors	<input type="checkbox"/> Yes <input type="checkbox"/> No
18. Floor:	Heavy-Duty Vinyl	<input type="checkbox"/> Yes <input type="checkbox"/> No
19. Bumpers:	Front Only	<input type="checkbox"/> Yes <input type="checkbox"/> No
20. Color:	Summit White (Or Approved Equal)	<input type="checkbox"/> Yes <input type="checkbox"/> No
21. Interior:	Vinyl (Grey)	<input type="checkbox"/> Yes <input type="checkbox"/> No
22. Battery:	600 Cold Cranking Amps Minimum	<input type="checkbox"/> Yes <input type="checkbox"/> No
23. Alternator:	130 Amp. Minimum	<input type="checkbox"/> Yes <input type="checkbox"/> No
24. Wipers:	Multi-speed Electric with Intermittent Action	<input type="checkbox"/> Yes <input type="checkbox"/> No
25. Radio:	AM/FM	<input type="checkbox"/> Yes <input type="checkbox"/> No
26. Cigarette Lighter:	No	<input type="checkbox"/> Yes <input type="checkbox"/> No
27. Backup Warning Device:	Yes	<input type="checkbox"/> Yes <input type="checkbox"/> No
28. Spare Tire:	Full Size Spare Tire and Wheel	<input type="checkbox"/> Yes <input type="checkbox"/> No

BODY

Specification for Galion model 133usdds stainless steel: Cross-member-less fold down sides dump body and hoist assembly or equal

↪ Complies: Yes | No

General:

The dump body described under these specifications must be constructed from 201#2b stainless steel 10 gauge minimum.

The unit must consist of a body, hoist, cab protector, safety accessories and all other components to comprise a complete operating unit. The body, hoist and cylinder are all to be manufactured by the same manufacturer. The hoist must be National Truck Equipment Association (NTEA) class 30 rated. Scissor design not allowed.

1. MINIMUM BODY DIMENSIONS

COMPLIES

1.1. Inside length	9.5'	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.2. Inside width	84"	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.3. Overall width	96"	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.4. Side height	18"	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5. End height	24"	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.6. Capacity	3.7 to 4.9 cubic yards	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.7. Cab shield	1/2 x 84" x 10 ga. 201-2b stainless steel, Minimum 23" over cab with amber clearance lights on front corners.	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. MINIMUM BODY CONSTRUCTION

COMPLIES

2.1. Sides	10 gauge 201#2b stainless steel with formed sloping dirt shedding bottom rail	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.2. Single lever fold down side	(both sides) no exceptions	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3. Front	10 gauge 201#2b stainless steel with formed "v" rib to make rigid assembly.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.4. Floor	1-piece 7 ga. 304-2b steel with 2" side to floor radius	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.5.	10 gauge 201#2b stainless steel formed dirt shedding box top rail.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.6.	Smooth sides, no verticals or horizontal braces	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.7. Rear corner post	- 11" 7 gauge 201#2b stainless steel.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.8. Front corner post	- 6" face, 10 gauge 201#2b stainless steel.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.9.	9" full depth rear bolster 7 gauge 201#2b stainless	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.10. Tailgate	- 10 gauge 201#2b stainless steel with full perimeter 10 gauge 201#2b stainless steel box bracing.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.11. Three panel double acting tailgate	with one (2) Stainless steel banjo eyes each side and long chains to allow gate to lie down horizontal with floor (punched banjo eyes in rear post not acceptable).	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.12. Stainless steel quick release tailgate hardware	with grease fittings, stainless steel over shot lower hardware with stainless steel tailgate release handle on left front corner of body. Tailgate release rod to run thru gussets on long members and be adjustable at rear cross shaft each side. Rods to be greaseable via Zerk fittings.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.13.	Naltex protection covering on tailgate chains.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.14.	Stainless steel hardware	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.15.	Cross-member-less construction	<input type="checkbox"/> Yes <input type="checkbox"/> No

2.16. Longitudinals: 3/16" x 9" steel formed trapezoid.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.17. Lighting, standard FMVSS 108 lights and reflectors with (1) oval stop/tail/turn in each rear corner post.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.18. Back up alarm minimum 97 dba, 12 volt.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.19. Dash mounted body up indicator light.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.20. All exterior welding to be continuous weld, no skip welds or caulk. All welds to be cleaned at factory to remove all slag and burn marks.	<input type="checkbox"/> Yes <input type="checkbox"/> No

3. MINIMUM HOIST REQUIREMENTS

COMPLIES

3.1. PF624-double acting, class 30 direct push underbody hoist. 9 ton capacity	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2. Cylinder: 6" x 24" stroke x 2" chrome plated rod (741 cu.in.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3. Hoist sub-frame: 5" x 1/4" formed "c"	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4. Guides: two (2) for dump body alignment	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.5. Dump angle: minimum 50 degrees	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.6. Body prop: (1) OSHA approved	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.7. Body and hoist: must be the product of one same manufacturer to preclude any problems of mating and warranty.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.8. Rear platform hinge blocks to be heavy duty grade 4140 with 2" pins.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.9. Grease fittings – at all pivot points hoist and body	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.10. Understructure of the body shall be designed to Allow 6", 9" or 12" overhang to facilitate the chassis.	<input type="checkbox"/> Yes <input type="checkbox"/> No

4. MINIMUM HYDRAULIC REQUIREMENTS

Shall include a PTO driven pump to operate hoist and spreader. Combination valve and tank unit to be supplied, example: Force America vt15 model or pre-approved equal. Valve shall be electrically controlled to operate body, hoist, and spreader. Example of control: Force America model 5100ex or pre-approved equal. All necessary hoses and fittings to perform functions required shall be supplied and routed in proper fashion to industry standards. Exact placement of controls to be approved by the using agency personnel.

5. ACCESSORIES

All body lighting as per FMVSS 108 standards and to be truck-lite led. All harnesses to be truck-lite 77 series and a complete list of components to be furnished with each unit. All wiring to be run in loom and fastened every 18" maximum and routed away from sharp objects and heat sources.

Exceptions?

STAINLESS STEEL SPREADER

1. THROUGH

- ↳ 7 gauge 304 stainless steel with 1/4" endplates.
- ↳ Continuous welded.
- ↳ 1 - Piece combination cover and rear panel.
- ↳ Full width, unobstructed top and bottom cleanout.
- ↳ Heavy-duty steel rod latches permanently mounted
- ↳ Cotter keys or hairpin cotter keys NOT acceptable.
- ↳ Solid steel, 3 - point rod hinges on cover and bottom cleanout door.

2. AUGER

- ↳ Full - width, 7' long, 6" diameter flighting, welded to
- ↳ 2 - 7/8" O.D. center pipe, 3/8" flighting with 4" pitch.
- ↳ Shaft is 1-1/4" running in heavy duty, relubeable, sealed, self-aligning, anti-friction ball bearings.
- ↳ Hopper discharge shield removable without tools.
- ↳ Auger motor is low speed, hi-torque mounted on adjustable bracket.
- ↳ Reverse flighted

1. SPINNER

- ↳ 18" diameter, 7 gauge disc, 6 structural steel 3/16" replaceable flights.
- ↳ Spinner motor is low speed, hi-torque.
- ↳ Spinner has one-man easy remove/replace feature.
- ↳ Spinner is adjustable for all normal variations of spread pattern and is self-leveling; spinner shield included.

2. INSTALL HARDWARE

- ↳ Quick disconnect mounting hardware, pins and tailgate shields included.
- ↳ Chain hoist lifting slots in end-plates.

3. SPREADER CONTROL

a. Blast Feature

A push on-push off type switch. Blast amount is programmable from 0-100 percent of hydraulic capacity. A separate and clearly defined audible warning beeper shall sound when blast button is in the "on" position.

b. Auger Reverse

A momentary switch on spreader control panel will reverse the auger, in case of clogging or other stoppage. This switch will also cut power to the proportional coil driving spinner.

c. **Electrical Console**

The console will incorporate the following functions: 12 volt on/off switches, illuminated fused, main power switch, spreader light and strobe lights. The dump body will be a momentary switch for up/down. The plow will have a single dual axis joy stick for up, down, left, and right. The following indicators will be supplied and incorporated in the console, body up. See attached drawing. All wiring will have circuit protection through a power distribution box. This box will have relays and provide access for all external wiring.

d. **Hydraulic Lines and Plumbing**

All hydraulic lines, pipes, hoses, and fitting shall be of sufficient capacity to accommodate the volume of oil without undue heating or turbulence in the system. A 2" suction line with a minimum SAE rating of 100-R4 must be used between the reservoir and the inlet of the pump. This suction hose shall be secured on both ends via heavy duty banding straps, radiator hose clamps unacceptable. All of the pressure hoses, including the signal sensing line to the pump must have swivel fittings on BOTH ends and have a minimum SAE rating of 100-R2. Return lines and the case drain line must have a minimum SAE rating of 100-R1.

Hydraulic lines shall be routed to minimize interference with equipment and chassis components requiring periodic servicing. Appropriate support brackets, grommets, and tie wraps shall be provided to protect lines from abrasion, cutting and impact damage. Hoses shall not be installed near manifold or exhaust pipes so as to be affected by extreme heat. There shall be no pipe-fittings used with any high-pressure lines. Any and all hydraulic quick disconnect couplings used for spreader system and snow plow reversing system shall be of the bulkhead mounted style and be rigidly attached without the use of any hose clamp arrangements (loose hose ends are NOT acceptable). Dust cap for male ends and dust plug for female ends must be attached to couplers. Maximum distance allowed between support clamps on all hydraulic hoses shall be approximately 24".

e. **Hydraulic Valves**

Central hydraulic system valving shall be of mobile design to withstand exposure to de-icing chemicals and severe weather conditions. It shall be of cast iron construction-horizontally stackable and serviceable without disassembly. Each section must have built-in flow and pressure compensator to allow simultaneous operation regardless of any other system function.

The inlet must incorporate a low-pressure unloader. This unloader allows the hydraulic oil flow to be diverted to the function that requires oil. All excess oil is to be returned to the reservoir at the minimum pressure necessary.

All sections are to have pilot operated solenoids, manual overrides and stroke limiters. Spinner and auger sections must be incorporated into main valve assembly. All valving shall be mounted in one main valve assembly. The assembly will be protected in a weather-proof enclosure mounted to the truck frame.

Multiple valve assemblies are unacceptable.

Valve sections will be stacked in the following order.

Inlet	= open center inlet
Spinner	= SA proportional coil
Auger/ Conveyor	= DA proportional coil with auger reverse
Hoist	= DA on- off coil/ with 500 PSI relief
Plow lift	= DA on- off coil
Plow angle	= DA on - off coil

Pressure reducing right cover

SNOW PLOW

Meyer LP 9.0 Steel Blade Plow (Or Approved Equal). The Plow To Be Complete With Moldboard, Tripping Device, Hitch, Electric-Hydraulic Operated Lifting Mechanism, Auxiliary Lights, Snow Deflector, Guide Markers, Rubber Cutting Edge, And All Other Necessary Mounting And Operating Apparatus.

ACCESSORIES

Heavy Duty Trailering Special Equipment (Including Trailer Hitch and Seven (7) Prong Wiring Harness and Two Front Tow Hooks)

Wiring Provision for Roof Mounted Lamp with Interior Mounted Switch and Wires to the Roof

~ END OF SECTION 8 ~

SECTION 9: Attachments and Exhibits

9.1. ATTACHMENTS

The following forms and documents are attached hereto as Attachment A.

- ↳ Addendum and Amendment Acknowledgement
- ↳ Affidavit of Qualification to Bid (Requires Notary)
- ↳ Bid Proposal Price Sheet
- ↳ Bid Proposal Submission Certification (Requires Notary)
- ↳ Conflict of Interest Certification (Requires Notary)
- ↳ Litigation and Lien Information

~ END OF SECTION 9 ~

INVITATION FOR BID

No. 2015-005

**Purchase of Three One Ton Dump
Trucks with Plows and Salters**

**ATTACHMENT A
FORMS AND DOCUMENTS**



City of Gaithersburg

Addendum and Amendment Acknowledgment

Solicitation No. _____

Please complete this form in its entirety and include it with your Bid Proposal.

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

ADDENDUM/AMENDMENT ACKNOWLEDGMENT

1. Addendum / Amendment No: _____ Date of Issuance: _____

2. Addendum / Amendment No: _____ Date of Issuance: _____

3. Addendum / Amendment No: _____ Date of Issuance: _____

4. Addendum / Amendment No: _____ Date of Issuance: _____

5. Addendum / Amendment No: _____ Date of Issuance: _____

I hereby acknowledge receipt of the addendum(s) and/or amendment(s) listed herein and attests that all requirements stated therein have been incorporated into my Bid Proposal.

Signature Title Date

Printed Name



City of Gaithersburg

Affidavit of Qualification to Bid

Solicitation No. _____

Please complete this form in its entirety and include it with your Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors - indicate with "N/A"

I HEREBY AFFIRM THAT:

1. I am the _____ and the duly authorized representative of the entity _____ and that I possess the legal authority to make this affidavit on behalf of myself and the entity for which I am acting.

*2. The entity _____ is either a Maryland corporation or is a foreign corporation properly registered with the Maryland State Department of Assessments and Taxation, in compliance with the State of Maryland Code of Regulations, Title 21, State Procurement Regulations.

3. Except as described in Paragraph five (5) below, neither I nor the above entity, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of Maryland or any municipality, county, bi-county, or multi-county agency, or subdivision of the State of Maryland have been convicted of, or have pleaded nolo contendere to a charge of, or have, during the course of an official investigation or other proceeding, admitted in writing or under oath, acts of omissions which constitute bribery, attempted bribery, or conspiracy to bribe, whether or not in furtherance of obtaining a contract with a public body, under the provisions Md. Code Ann., State Finance and Procurement Article, §16-202 (1995 Repl. Vol.) and Article 27 of the Annotated Code of Maryland or under the laws of any local, state or the federal government (conduct prior to July 2, 1977 is not required to be reported).

4. List any conviction, plea, or admission described in paragraph three (3) above, with the date, court, official, or administrative body; the individuals involved and their position with the entity; and the sentence or disposition, if any. Otherwise, state "none" as appropriate.

5. Neither I nor the above entity, nor to the best of my knowledge an officer, partner, controlling stockholder or principal of the Bidder, or any other person substantially involved in the Bidder's contracting activities has: (1) been convicted under the laws of the State of Maryland, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state or the United States; (3) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids for public or private contracts; (4) been convicted of a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to private contract; (4) been convicted of a violation of

Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described herein; (6) been found civilly liable under an antitrust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of bids for public or private contracts.

6. Bidder hereby declares that this Bid Proposal is made without any connection or collusion with any person, entity or corporation making a Bid Proposal for the same work; that pursuant to this affidavit; that the attached specifications and any drawings referred to herein have been carefully examined and are understood; that careful examination has been made as is necessary to become informed as to the character and extent of the work required; and, that if this Bid Proposal is accepted, this Bidder will contract to do, for the price stated in the Bid Proposal, all of the work described in the specifications, drawings and contract conditions.

7. I acknowledge that this affidavit is to be furnished to the City Manager or designee for the City of Gaithersburg, Maryland. I further acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Gaithersburg may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Bid Proposal Price Sheet

Solicitation No. 2015-005

Please complete this form in its entirety and include it with your Bid Proposal.

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Phone Number: _____

Line	Equipment Description	Unit Price	QTY	Extended Price
1	Basic Unit with Body	\$	3	\$
2	Stainless Steel Spreader	\$	3	\$
3	Steel Blade Plow	\$	3	\$
TOTAL BID PROPOSAL PRICE:				\$

MAXIMUM DELIVERY TIME (DAYS): _____

Signature Title Date

Printed Name



City of Gaithersburg

Bid Proposal Submission Certification

Solicitation No. _____

Please complete this form in its entirety and include it with your Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

BID PROPOSAL SUBMISSION CERTIFICATION

The response to Solicitation No. _____ as submitted includes this Bid Proposal Submission Certification Form and the Affidavit of Qualification to Bid Form, Conflict of Interest Certification Form, and Litigation and Lien Information Form. I, the undersigned, hereby attest to the truth and completeness of the information and responses provided and certify that my entity has met the minimum selection criteria as outlined in the Solicitation document.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Conflict of Interest Certification

Solicitation No. _____

Please complete this form in its entirety and include it with your Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors - indicate with "N/A"

Name of Entity: _____

* Federal ID No: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

(P) _____ (C) _____

Email Address: _____

Email Address: _____

CONFLICT OF INTEREST CERTIFICATION

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee, agent or elected official of the City of Gaithersburg, or member of a commission, board or corporation controlled or appointed by the Mayor and Council of the City of Gaithersburg has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract. Upon request by the City Manager or designee, or other authorized agent, as a prerequisite to payment pursuant to the terms of a contract awarded pursuant to this Bid Proposal submission, will furnish to the City, under oath, answers to any interrogatories and comply with any request to review documents related to a possible conflict of interest as herein embodied.

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee or agent of _____ is a member, employee,
Name of Entity
or elected official of the City of Gaithersburg of any agency, commission, or board of the City of Gaithersburg or is the spouse or any other relative of any of the foregoing. If unable to so certify, the details of any such relationship with the City of Gaithersburg are as follows:

Conflict of Interest Certification

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Litigation and Lien Information

Solicitation No. _____

Please complete this form in its entirety and include it with your Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

LITIGATION INFORMATION

Is your entity currently involved in any litigation or had a litigation claim(s) within the previous twenty-four (24) month period?

Yes / No

If yes, please provide a detailed list including case number, jurisdiction, status and brief summary of such litigation.

<u>Case Number</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Summary</u>
_____	_____	_____	_____
_____	_____	_____	_____

LIENS

Does your entity have any outstanding mechanics liens?

Yes / No

If yes, please explain: _____

Does your entity have any outstanding tax liens?

Yes / No:

If yes, please explain: _____

Signature Title Date

Printed Name