



**DEPARTMENT OF PUBLIC WORKS
BRAINTREE, MASSACHUSETTS
JAMES ARSENAULT, DIRECTOR**

**INVITATION FOR BIDS
For Procurement of a
2018 DUMP TRUCK**

Release Date: August 7, 2017

DUE: August 23, 2017 at 11:00 AM

Contact:
Elizabeth Schaffer, DPW Office Manager
85 Quincy Avenue
Braintree, MA 02184
eschaffer@braintreema.gov
(781) 794-8252

**INVITATION FOR BIDS (IFB)
For Procurement of a
2018 DUMP TRUCK**

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LEGAL ADVERTISEMENT

TOWN OF BRAINTREE PUBLIC WORKS DEPARTMENT INVITATION FOR BIDS (IFB) NEW 2018 DUMP TRUCK PROCUREMENT

Pursuant to MGL, Chap. 30B, sealed bids for the provision of the following vehicle to the Town of Braintree will be received by the Braintree Dept. of Public Works until **August 23, 2017, 11:00 a.m.** at the Public Works Office, 85 Quincy Ave., Braintree, MA 02184, at which time the bids will be opened and read aloud:

- One (1) 2018 Model Dump Truck Single axle, Peterbuilt or equivalent, as per specifications (**see Attachment A**)

Bid documents are available in person beginning (**August 7, 2017**) from the DPW Office Manager, Elizabeth Schaffer, 85 Quincy Avenue, Braintree MA 02184 (Mon.-Fri., 8:30AM – 4:30PM, exc. Holidays) or may be requested via email: eschaffer@braintreema.gov. The Town reserves the right to waive any informality, reject any or all bids, or to cancel this IFB if determined to be in the best interest of the Town. Notice also available at www.masspublicnotices.org.

KEY DATES FOR BID

August 7, 2017	Advertise in Goods & Services Bulletin, Patriot Ledger, Town Website, DPW Office, and COMMBUYS
August 15, 2017	Deadline for Questions to Office Manager
August 16, 2017	Last day Addenda will be issued
August 23, 2017 by 11:00 AM	Bids Due in DPW Office
September 6, 2017	(on or before) Notice of Award

**PUBLIC WORKS VEHICLES
INVITATION FOR BIDS (IFB)**

PURCHASE DESCRIPTION

The Town of Braintree, MA, is accepting sealed bids for the provision of One (1) 2018 Model Dump Truck Single axle, Peterbuilt or equivalent, as per specifications attached

(See Attachment A)

The Town will award the contract to the responsive and responsible bidder or bidders whose bid offers the lowest overall cost.

The Town of Braintree, acting through its Mayor, reserves the right to reject any or all bids, waive minor informalities to cancel this IFB, and/or to award contracts in the best interest of the Town. All contracts are pending the availability of appropriated funds.

BID TERMS AND CONDITIONS

1.0 GENERAL REQUIREMENTS

- 1.1 The bid must be properly filled out, signed, endorsed, and placed in a sealed envelope labeled on the outside with **"BID: DPW 2018 DUMP TRUCK,"** followed by the bidder's company name, address and contact name. The envelope should be delivered to the Town of Braintree, Attention: **Elizabeth Schaffer, DPW Office Manager, 85 Quincy Avenue, Braintree, MA 02184.** Telephone responses, email and faxed replies will not be accepted. No responsibility shall be attached to any person or persons for the premature openings of bids not properly marked.
- 1.2 Bids are due on August 23, 2017 at 11:00 AM. Postmarks will not be considered. The Town shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing service errors, etc. If, at the time that proposals are due, the DPW Office is closed due to uncontrolled events, proposals will be accepted until 11:00 AM on the next day that the DPW Office is open. For the purposes of determining whether a proposer has met the deadline, the time indicated on the DPW Office Manager's computer shall indicate the official time. No individual extensions of this deadline will be granted. Late bids will be deemed "non-responsive" and will not be opened. They may be picked up by the bidder if so desired. Immediately following the bid deadline there will be a public bid opening in the DPW Office.
- 1.3 All submitted bids and associated price quotes must be guaranteed to the Town of Braintree, Massachusetts for a period of Ninety (90) days from the date of the bid opening.

- 1.4 If bidders have any questions to ask about specifications or terms of the Invitation for Bids, they must be submitted in writing to **Elizabeth Schaffer, DPW Office Manager, 85 Quincy Avenue, Braintree, MA 02184. Phone: 781-794-8252, email: eschaffer@braintreema.gov**, no later than the date/time indicated in the “Key Dates for Bid”. No further consideration of questions will be given after the deadline for questions. Owing to the presence of SPAM filters and the like, bidders are responsible for making sure that their questions have been received prior to the deadline. Questions should not be directed to any other person. All responses to questions and comments received will be issued in the form of a written addendum if it results in a change to the bid specifications.
- 1.5 Failure to acknowledge the receipt of any addenda on the bid submission form may result in a rejection of that bid.
- 1.6 The bidder acknowledges and agrees that as an independent Contractor for all services provided under this contract, the bidder is responsible for any and all acts of its employees, agents and subcontractors. The bidder agrees, therefore, to indemnify, defend, and hold harmless the Town, its agents, employees and assigns, from and against any and all claims, suits, damages, losses, and expenses, including attorney's fees, arising out of, or resulting from, the performance of the services to be performed under this contract caused in whole or in part by the any negligent or willful act or omission by the bidder, its employees, agents, and subcontractors.
- 1.7 The Contract Agreement will be in the form customarily employed by the Town and a sample is attached, **(See Attachment B for Sample Contract,)**.
- 1.8 Bids may be withdrawn without penalty prior to the time and date specified for the bid opening. Requests to withdraw a bid must be made in writing, addressed to the DPW Office Manager, and must be received prior to the date and time specified for the bid opening. A replacement bid may be made for a withdrawn bid, so long as the withdrawal and replacement both occur prior to the deadline for bids.
- 1.9 The Town may check references to determine if the proposing organization submitting the bid is a responsible supplier. The Town reserves the right to request references and to check references. At the discretion of the Town, any unfavorable reference checks or lack of experience with the supply and delivery of vehicles may result in a bid rejection.

2.0 CONTRACT AWARD REQUIREMENTS

- 2.1 The Town will award the contract(s) to that bidder or bidders whose bids, in combination, offer the lowest overall cost. A vendor may bid on one or more vehicle types.
- 2.2 The Town of Braintree, acting through the Mayor, reserves the right to reject any or all bids, waive informalities, cancel the IFB and/or to award a contract in the best interest of the Town. The contract(s) that is (are) awarded as a result of this Invitation for Bids will be effective upon completed execution of a contract signed by both the successful bidder and the appropriate Town officials. **(See Attachment B for Sample Contract,)**.

- 2.3 **Minimum Requirement:** Bidder must have been an authorized distributor/dealer of the vehicle manufacturer for a minimum of five full years.
- 2.4 In the event of a low bid tie between two or more responsive and responsible bidders, the tied low bidders will be given the opportunity to resubmit bid pricing for the tied bid which will have a rebid deadline that is 72 hours after the original bid deadline utilizing the same delivery location and instructions.
- 2.5 Delivery of vehicles must be completed within 60 days of receiving a purchase order from the Town. The Town has the right to reject any late delivery. Payment will not be made until delivery.
- 2.6 If this bid shall be accepted by the Town, and the undersigned shall fail to sign a contract as aforesaid within one week from the Town to the selected Bidder, according to the address given herewith, from the time that the contract is ready for signature, The Town may by option determine that the bidder has abandoned the contract and award the contract to the next lowest bidder.
- 2.7 **Warranty Repair and Service Repair:** There shall be a repair shop, authorized by the manufacturer for the repair of the vehicle offered, that is within 25 miles or less from the Town of Braintree by way of a reasonably direct route.

3.0 GENERAL VEHICLE SPECIFICATIONS

- 3.1 Vehicle must be new, "detail-cleaned" and must have fewer than 100 miles on the odometer upon delivery.
- 3.2 Price must include delivery to the Braintree Highway Barn. Price must be all-inclusive. No dealer preparation, delivery, or paperwork charges may be added. Town must be notified at least twenty-four hours in advance of all deliveries. Bidder is responsible for all accidents and environmental hazards in connection with the delivery.
- 3.3 Upon delivery, the vehicle shall include two sets of keys, be cleaned, serviced and ready for immediate use.
- 3.4 All fluids must be filled to manufacturer's recommended capacity and the fuel tank must be full when the vehicle arrives at the Braintree Highway Barn for delivery.
- 3.5 The vehicle must be free from defects and inspected by the Purchaser upon delivery. In the event that deficiencies are found, they must be corrected and the vehicle re-inspected prior to acceptance.
- 3.6 Warranty: The Bid for the vehicle includes warranties as noted in Truck Specifications, see (Attachment A).
- 3.7 The window sticker must contain the details of the factory options and no dealer identification may be on the delivered vehicle.
- 3.8 **Trade-in Vehicles:** Not Applicable

4.0 COMPLIANCE WITH THE LAW AND REGULATIONS

- 4.1 This procurement is subject to the requirements under MGL, Chapter 30B. Under the contract award, it is the successful bidder's responsibility that the contract be conducted, and that all services and other work performed by the Successful bidder under the contract are performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, and ordinances as applicable.
- 4.2 The Town of Braintree is an affirmative action/equal opportunity owner/purchaser. The Bidder's attention is directed to all applicable State Laws, Town Bylaws and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of a bidder to comply with any such law, bylaw, rule or regulation shall constitute grounds for the Town to reject a bid or to otherwise reject or terminate the award of the contract pursuant to these contract documents.

5.0 VEHICLE SPECIFICATIONS

(See Attachment A)

6.0 REQUIRED CONTENTS OF BID PACKAGE

- 1) Bid Submission Form (See Attachment C)
- 2) Truck Specifications are included in this Bid (See Attachment A)
- 3) Certificates of :
 - Authorization OR Certificate of Vote (See Attachment D)
 - Acknowledgement of Addenda (See Attachment D)
 - Non-Collusion (See Attachment D)
 - Tax Compliance (See Attachment D)

Truck Specifications

2018 Model Dump Truck w/conventional cab, Peterbuilt or equivalent,
Single axle as per specifications

Confirm compliance with all specifications by placing a checkmark next to each.

Conventional Cab Construction:

- All A (aluminum)
- GVW 37,320 ll min
- GCV 55,000ll
- BBC 108"
- Wheel base 160" w/90" C.A.
- Frame: 10 ¾ Rails 120k PSI
- 3 pc cross members
- Parent front frame extension

Front Axle:

- 14,600 cap w/14,600 springs
- Wide track axle
- Brakes: 16.5 x 5 drum w/dust fields
- Aluminum hubs

Rear Axle:

- 23,000 ll S23-190 W/5.57 ratio
- Brakes 16.5 x 7 drum w/aluminum hubs
- Shields
- Full lock dif w/in cab control
- ATC traction control
- 23,000 springs w/4,500 aux springs

Engine:

- 9L-300hp w/860 fr. Lbs. torque
- Belly pan (cooker protection)
- 160 amp alt w/3-2100 CCA batteries
- Kill switch
- Battery terminals
- Frame mounted u.c.
- Engine exhaust brake
- Heater fuel / water separator
- Vertical R/H cab exhaust system
- 18' curved stack & shield

Transmission:

- Allison RDS 3500 – 6 speed
- 1760 drive line
- Auto neutral
- Dash key pad

Air System:

- 18.7 CFM compressor
- Heated air dryer
- Aluminum air tanks
- Electric bod connections BOC
- Air & electric to EOF
- Trailer valve

Tires & Wheels:

- Front & Rear 11R 24.5-16BR M843-16PLY
- On ALCOA 8.25 x 24.5 8,300 Lbs. ea.
- 1-spare tire & wheel

Fuel Tank:

- 50 Gal 26" aluminum fuel tank LUC
- DEF 18 gal LUC

Aluminum Batter Box

After Treatment System RHUC

H-D Channel Front Bumper

Cab & Equipment:

- Cab insulation
- 2" Fender lips
- Vinyl driver air seat
- Heated (driver)
- Vinyl pass seat stationary w/toolbox
- Adjustable tilt & telescopic steer wheel
- A/C
- AM FM Radio w/blue tooth cap
- Power windows & locks
- 16x6 w/c mirrors w6" spot "heated"
- Spare switches in dash (4)
- Auto reset breakers
- 6" fender mirrors (2)
- ICC kit
- Backup alarm
- LED roof lights
- "Tail"

Warranties:

- 5 yr. Basic vehicle
- 5 yr. Engine (100k)
- 5 yr. after treat (100k)
- 5 yr. Transmission
- 5 yr. Towing

Color:

- Green Dupont L0105EY
- Clear & Base Coat 2 stage
- Black Frame

Dump Body:

- ___ 11' SHD Dump Body all hardox 450
- ___ 1/4" floor, 3/16" sides, 30" tall
- ___ 40" tailgate w/ 3 chutes
- ___ 43" cab shield
- ___ 30 ton mail hot cylinder
- ___ Hot shift P.T.O. P-20 pump
- ___ V-20 air shift valve w/power beyond
- ___ Spreader valve
- ___ All lines & quick disconnects to plow & sander
- ___ Custom Quick-Release plow hitch
w/3" lift cylinder & QL-2
- ___ Plow lights mounted on stainless pods on hood
- ___ Air Controls for plow mounted on custom tower
w/spreader valve for sander
- ___ Tarp & Roller kit
- ___ Body up alarm. back up alarm
- ___ 3/4" Pintle plate, D-Rings, trailer plug 15 ton hook
- ___ Body is to be painted green
- ___ Chassis to be painted black
- ___ LED strobe light kit
- ___ 6-(2 in grill/2 in cab shield/2 at rear of body)
- ___ 10' Sander stainless steel
- ___ W/stainless floor, stainless take up rods
- ___ Remote grease fittings
- ___ LED light bar
- ___ 6-1 Gear box
- ___ Under slung spinner w/poly disc
- ___ 3/8" Top grates
- ___ 160 Gallon calcium tank liquid system

SAMPLE CONTRACT BETWEEN THE TOWN OF BRAINTREE
and
(VENDOR)

This Agreement is made on this ___ day of _____, 20___ between the Town of Braintree, acting by and through its duly elected Mayor (hereinafter, the "Town") and (Vendor), whereby the parties contract for services under the terms and conditions set forth herein.

I. PARTIES

The parties to this contract are the Town of Braintree, acting by and through its duly elected Mayor and (Vendor). The Town of Braintree is a municipal corporation of the Commonwealth of Massachusetts having a principal place of business at One J. F. K. Memorial Drive, Braintree, MA 02184 and (Vendor) is a (corporation/sole proprietorship/limited liability company/ partnership) with a principal place of business at (Insert Address).

II. DESIGNATED REPRESENTATIVES

The Town designates (Name), (Title) and (Vendor) designates (name), (Title), as their authorized representatives to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this Agreement at the addresses stated above.

III. CONTRACT DOCUMENTS

The contract documents shall consist of the following:

- 1) This Agreement;
- 2) Town's Invitation to Bid, dated April 27, 2017;
- 3) (Vendor's) bid;
- 4) (Vendor's) Certificate of Non-Collusion;
- 5) (Vendor's) Certificate of Tax Compliance;
- 6) (Vendor's) Certificate of Authorization;

Such contract documents shall be incorporated herein by reference and made a part of this Contract, which represents the entire agreement and understanding between the Parties. If the terms of any of the documents are in conflict, the terms of this agreement shall prevail.

IV. SERVICES

The scope of services to be provided by (Vendor) is as follows:

Provision and Delivery of _____ (describe vehicle(s)).

V. QUALITY OF WORK

(Vendor) represents that it will perform services for the Town uses that degree of care and skill ordinarily exercised by and consistent with the standards applicable to persons performing similar services under similar conditions in the same locality. (Vendor) shall be liable for its services rendered under this Contract.

VI. COMPENSATION

On a monthly basis, (Vendor) shall submit invoices to the Town with any reasonable supporting documentation requested by the Town, reflecting the services performed during said month. Upon satisfactory review of said invoices and documentation, the Town shall remit payment to (Vendor). Total compensation to be paid to (Vendor) pursuant to this contract shall not exceed \$ _____.

VII. TIME FOR PERFORMANCE

Delivery of vehicle(s) must occur within 60 days of execution of this Agreement.

VIII. SUBJECT TO APPROPRIATION

Notwithstanding anything in the contract documents to the contrary, any and all payments which the Town is required to make under this contract shall be subject to appropriation or other availability of funds, as certified by the Town Accountant.

IX. ENFORCEABILITY OF CONTRACT

This contract is binding upon and enforceable against the Town if this contract is signed by the Mayor, endorsed by the Town Accountant as to appropriation or availability of funds, and endorsed as to form by the Town Solicitor. This contract is binding and enforceable against (Vendor) if signed by their authorized representative.

X. ASSIGNMENT

(Vendor) shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of the Town. If approved by the Town, this contract shall be binding upon (Vendor's) assigns, transferees and/or successors in interest.

XI. PREVAILING STATUTORY AUTHORITY

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XII. CONFLICT OF INTEREST

Both the Town and (Vendor) stipulate to the applicability of Massachusetts General Law Chapter 268A, the Conflict of Interest Statute. The Parties further stipulate that the terms and conditions of this contract expressly prohibit any activity which constitutes a violation of this statute. By executing this contract, (Vendor) certifies that neither it nor any of its agents, employers or sub vendors is in violation of Massachusetts General Laws Chapter 268A.

XIII. INSURANCE

(Vendor/Company) shall maintain the following insurance coverage throughout the term of the contract:

- A. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;
- B. Automobile Liability (applicable for any vendor/consultant who has an automobile operating exposure) in the amount of \$1,000,000 for bodily injury and property damage per accident;
- C. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Laws Chapter 152.

The parties acknowledge that the types of insurance and coverage limits listed herein are the minimum necessary for the Vendor/Consultant to be awarded this contract. The types of insurance and coverage limits stated herein are not intended in any way to limit the Vendor/Consultant's liability for any damages arising from the Vendor/Consultant's performance of services under this contract.

XIV. INDEMNIFICATION

(Vendor) hereby indemnifies and agrees to hold harmless the Town against any liability including all claims for bodily injury or property damage that may arise out of (Vendor's) performance of its obligations under this contract by itself or a sub vendor, officer, agent or employee.

XV. TERMINATION

This contract may be terminated by either party upon receipt of thirty (30) days advance written notice by certified mail to the Designated Representative identified in Paragraph II. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. (Vendor) shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of the Town.

XVI. BREACH OF CONTRACT

Failure of (Vendor) to comply with any of the terms or conditions of the contract shall be deemed a material breach of contract, and the Town shall have all the rights and remedies provided in the contract documents, including the right to terminate or suspend the

contract and to pursue its rights in any and all actions of law or equity or other proceedings with respect to a breach of contract.

In the event that a breach of contract may occur, this contract may be deemed null and void upon fourteen (14) days written notice by certified mail to the Designated Representative identified in Paragraph II, and the Town may pursue any remedies deemed necessary to secure the interests of the Town, provided, however, that this contract shall be and remain in full force and effect, and no action shall be taken by the Town if (Vendor) cures said breach within the fourteen day period.

XVII. CERTIFICATION OF TAX COMPLIANCE

This contract shall include a certification by (Vendor) that (Vendor) is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, as required by Massachusetts General Laws Chapter 62C, §49A. Said Certification is attached hereto.

For (Vendor):

For the Town of Braintree:

(Signature, Title)

Date: _____

Joseph C. Sullivan, Mayor

Date: _____

Joseph H. Reynolds, Chief of Staff
and Operations

Approved As to Form:

Recommended by:

Lisa S. Maki
Town Solicitor

James Arsenault, Department Director

Approved as to Available Funds

Mark Lin, Town Accountant

Account No.: _____

Purchase Order No.: _____

BID SUBMISSION FORM

BIDDER INFORMATION:

This Bid will be considered subject to appropriations. The right is reserved to reject any and all bids.

Company Name:
Address:
Town, State / Zip:
Telephone: Fax: Email:
Signature: _____
Print Name and Title:
Date:

MINIMUM REQUIREMENTS:

Bids received that are not compliant with all Minimum Requirements will be rejected. A NO” response, a failure to respond, or a failure to meet any of the following Quality Requirements will result in a rejection of the bid.

1. Authorized Manufacturer’s Distributor: Has the Bidder been a manufacturer’s authorized distributor/dealer for a minimum of five years? YES ___ NO ___

2. Warranty/Repair and Service Facility: Is there a repair shop, authorized by the manufacturer for service and for warranty repair for the vehicle(s) bid upon, within 25 driving miles or less from the Town of Braintree, MA by way of a reasonably direct route? YES ___ NO ___

List name and address of facility: _____

Final Price \$ _____

Include complete specifications in bid package.

Certificate of Authorization

(NOTE: A certified vote of the corporation may be substituted for this form.)

The Vendor, _____ is: (CHECK ONE)
(Name of Company/Consultant/Corporation)

_____ A. a corporation formed and existing under the laws of the state of _____, and pursuant to the corporate by-laws,

(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said corporation. Such execution of any contract or obligation in this corporation's name on its behalf by such duly authorized individual shall be valid and binding upon the corporation.

_____ B. a limited liability company or a partnership formed and existing under the laws of the state of _____, and pursuant to the limited liability company agreement or partnership agreement, _____
(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said company or partnership. Such execution of any contract or obligation in this company or partnership's name on its behalf by such duly authorized individual shall be valid and binding upon the company or partnership.

_____ C. is a sole proprietorship owned and operated exclusively by the undersigned.

(Insert Name and Title of Authorized Representative)

Execution of any contract or obligation in this sole proprietorship's name by such duly authorized individual shall be valid and binding.

Signature:
(Must be signed by Corporate Officer, Partner, or Sole Proprietor)

Print Name of Above

Title

Date

ACKNOWLEDGEMENT OF ADDENDA:

The Bidder acknowledges the receipt of the following addenda (if any):

_____, _____, _____, _____, _____

CERTIFICATE OF NON-COLLUSION: REQUIRED FORM:

The undersigned certifies under the penalties of perjury that this bid or bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of person submitting contract/bid

Date

Name of Business

CERTIFICATE OF TAX COMPLIANCE:

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or EIN Number

*Signature of Individual or Federal Identification
Corporate Name*

Corporate Officer