

**INVITATION TO BID**  
OLD ORCHARD BEACH, MAINE

The Town of Old Orchard Beach is seeking bids for two (2) Ford F-550 Chassis Cab XL Trucks. Bids will be received at the Town Manager's office located at the Town Hall, 1 Portland Ave. Old Orchard Beach, Maine 04064, until 9:00 a.m. on Thursday, September 15, 2016. No bids will be accepted after the time and date listed.

Bid proposals must be submitted by fax with a cover sheet clearly marked "Bid for Two (2) Ford F-550 Chassis Cab XL Trucks", and shall be sent to Larry S. Mead, Town Manager, fax 207-934-0755.

Bid packages will be available beginning September 9, 2016. Bid packages will be sent to the following automobile dealerships:

<b>Prime Ford</b> 857 Portland Rd Saco Maine 04072 (p) 207-282-0300 (f) 207-284-1296 <a href="mailto:zcasey@primemotorgroup.com">zcasey@primemotorgroup.com</a>	<b>Arundel Ford</b> 1561 Portland Rd Arundel, ME 04046 (p) 207-985-7171 (f) 207-985-7173 <a href="mailto:jlabbe@arundelford.com">jlabbe@arundelford.com</a>
<b>Rowe Ford</b> 91 Main St Westbrook, ME 04092 (p) 207-854-2555 (f) 207-854-1428 <a href="mailto:bwhiting@roweford.com">bwhiting@roweford.com</a>	<b>Whited Ford Truck Center</b> 207 Perry Rd Bangor, ME 04401 (p) 207-947-3673 (f) 207-942-7896 <a href="mailto:tony@whitedtruck.com">tony@whitedtruck.com</a>
<b>Casco Bay Ford</b> 1213 Route One Yarmouth, ME 04096 (p) 207-846-5577 (f) 207-846-3343 <a href="mailto:john@cascobayford.com">john@cascobayford.com</a>	<b>Yankee Ford</b> 165 Waterman Drive South Portland, ME 04106 (p) 207-799-5591 (f) 207-799-9408 <a href="mailto:espo3399@aol.com">espo3399@aol.com</a>

If you are an interested party not listed above and would like to be included, you must contact Louise Reid, Asst. Town Manager at 207-937-5626 for a bid package.

The Town of Old Orchard Beach reserves the right to reject any or all Bids, to waive any technical or legal deficiencies and to accept any bid that it may deem to be in the best interest of the Town.

# Town of Old Orchard Beach Maine



**Town of Old Orchard Beach, Maine**  
**NOTICE OF REQUEST FOR BIDS**  
**TWO (2) NEW FORD F-550 CHASSIS CAB XL**  
**OLD ORCHARD BEACH TOWN HALL BUILDING**  
**September 9, 2016**

Larry Mead, Town Manager  
Town of Old Orchard Beach  
1 Portland Ave.  
Old Orchard Beach, ME 04064

# Town of Old Orchard Beach

## Request for Bids for Two (2) Ford F-550 Chassis Cab XL

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### OBJECTIVES

The Town of Old Orchard Beach is soliciting bids for two (2) NEW Ford F-550 Chassis Cab XL.

This Request document does not define any contractual relationship between the selected respondent and the Town of Old Orchard Beach or obligate the Town of Old Orchard Beach to follow a set selection process. Any binding agreement between the Town of Old Orchard Beach and the successful respondent will be through a formal written agreement (contract) after the Town of Old Orchard Beach Town Council has made its selection.

### SUBMISSION INFORMATION AND REQUIREMENTS

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**Bid proposals must be submitted by fax with a cover sheet clearly marked "Bid for Two (2) Ford F-550 Chassis Cab XL Trucks", and shall be sent to Larry S. Mead, Town Manager, fax 207-934-0755.**

Each bid shall include:

Drawing/Specifications: Please provide a drawing and detailed specifications of the proposed truck(s). Please see specifications for each Truck attached as Exhibit A and B.

Bid Proposal Form: Please complete a separate Bid Form for each Truck attached as Exhibit C and Exhibit D.

Brochures/Manual/Warranty: All warranties and a descriptive brochure describing the equipment shall be enclosed in the proposal. One complete service and parts manual for the equipment proposed should be submitted to the Town at the time of delivery. The contractor shall state the warranty period for labor and equipment on the proposal form if different than what is listed in the specifications.

Service Requirements: There shall be, **within the State Maine area**, an authorized repair service which shall maintain a stock of spare parts for any make of equipment that a bidder offers in this proposal.

# Town of Old Orchard Beach

## Request for Bids for Two (2) Ford F-550 Chassis Cab XL

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References: Please include names, address, phone number and contact persons of at least three (3) clients with whom the Proposer has sold a similar Truck.

Exceptions: All exceptions must be listed in the order of the specifications and listed on a page or pages with an index to the paragraph that the exception relates to. All exceptions must be listed and pointed out separately or the bid will not be accepted.

Delivery Time: Delivery time is an important component to this bid. All bids must list the delivery time from the time a contract is signed until the time the Truck is delivered to Town of Old Orchard Beach. This must be listed in calendar days. The Town of Old Orchard may impose a fee for each day that the equipment is not delivered on time and retains the right to do so at the time of the contract signing.

### INQUIRIES

Any additional information concerning the proposal should be directed to

**Marc Guimont, Public Works Director**  
**207-934-2250**  
**[mguimont@oobmaine.com](mailto:mguimont@oobmaine.com)**

**Chris White, Waste Water Treatment Facility Superintendent**  
**207-934-4416**  
**[cwhite@oobmaine.com](mailto:cwhite@oobmaine.com)**

### RESERVATION OF RIGHTS

The Town reserves the right to request clarification of and/or solicit additional information of any proposer; to have proposer(s) make presentations to the Selection Committee; and/or to negotiate with any proposer(s) regarding any terms of their proposal, including but not limited to the cost and/or scope of services, with the intent to achieve the best proposal that shall result in a contract that is deemed by the Town to be in its best interests. Any such negotiations will use the selected proposal as a basis to reach a final agreement, if possible.

# Town of Old Orchard Beach

## Request for Bids for Two (2) Ford F-550 Chassis Cab XL

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The Town reserves the right to waive any informality in the proposal, to accept any proposal, and, to reject any and all proposals, should it be deemed for the best interest of the Town to do so. The Town reserves the right to substantiate the Proposer's qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the Town, as follows:

Pursuant to Town ordinance, the Town is unable to contract with businesses or individuals who are delinquent in their financial obligations to the Town. These obligations may include but are not limited to real estate and personal property taxes. Bidders who are delinquent in their financial obligations to the Town must do one of the following: bring the obligation current, negotiate a payment plan with the Town's Finance office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

# WASTE WATER TREATMENT FACILITY SPECIFICATIONS FOR ONE (1) NEW FORD F-550 CHASSIS AND CAB XL TRUCK

## Model

**NEW F-550 Chassis Cab XL Regular Cab, 169" Wheelbase, 7L 4 valve OHV power stroke v8 Turbo Diesel b20 Engine, 6 speed Automatic with SelectShift Transmission (6r140), 4x4, 4.88 limited slip axle, dual rear wheels**

## Paint

- Ingot silver metallic

## Equipment Groups

- Payload plus upgrade package
- Snow plow prep package
- Power equipment group
- Trailer tow package – high capacity
- Extra heavy duty front end suspension
- XL value package

## Exterior

- Dual extra heavy duty 332 AMP alternators
- LED warning strobes – amber
- Center high mounted stop lamps
- Manually telescoping/folding trailer tow mirrors with power heated glass
- Platform running boards
- 19.5" argent painted steel wheels
- 225/70Rx19.5G BSW max traction 4x4 tires

## Interior

- Medium earth gray
- Cloth
- Carpet delete
- Trailer brake controller
- Live-drive power takeoff provision with mobile mode
- Electronic shift on the fly (ESOF) – 4x4
- 110v/400w outlet
- AM/FM stereo with single CD/MP3 player and 5 speakers
- Cloth, 40/mini console/40 seats

## **PUBLIC WORKS SPECIFICATIONS FOR ONE (1) NEW FORD F-550 CHASSIS AND CAB XL TRUCK**

### ***MODEL***

**NEW Ford F-550 Chassis Cab XL Regular Cab, 145" Wheelbase, 8L 3 Valve Gas SOHC EFI NA V10 Engine, 6 Speed Automatic with SelectShift® Transmission, 4X4, 4.88 Non Limited Slip Axle, DRW**

### ***PAINT***

- Oxford White

### ***EQUIPMENT GROUPS***

- Snow Plow Prep Package
- Power Equipment Group
- Trailer Tow Package
- Extra Heavy-Duty Front End Suspension
- 9 ½' V-Blade Stainless Steel Plow
- 2.5 cu yd. Fisher Sander

### ***EXTERIOR***

- Exterior Backup Alarm
- Rear View Camera Prep Kit
- Manually Telescoping/Folding Trailer Tow Mirrors with Power/Heated Glass
- Platform Running Boards
- 19.5" Argent Painted Steel Wheels (DRW)
- 225/70Rx19.5G BSW A/A Tires
- 9' Aluminum platform body
- Strobe Light on Cab
- Pintle Hook Tow Package

### ***INTERIOR***

- Medium Earth Gray
- Cloth Interior
- AM/FM Stereo with 4 Speakers
- Two-way Radio

### ***WARRANTY***

- Extended Warranty

**BID FORM**

**Public Works One (1) New Ford F-550 Chassis and Cab XL Truck**

We the undersign agree to furnish **The Town of Old Orchard Beach** with the equipment described in the preceding specifications – see Exhibit A, which are incorporated as part of this proposal at the following price and delivery date. Any exceptions to the specifications must be listed on the bid form.

**MANUFACTURER:** \_\_\_\_\_ **YEAR:** \_\_\_\_\_

**MODEL:** \_\_\_\_\_ **DELIVERY DATE:** \_\_\_\_\_

**BID PRICE:** \_\_\_\_\_

**TOTAL BID PRICE** \_\_\_\_\_

**EXCEPTIONS TO SPECIFICATIONS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY / TOWN:** \_\_\_\_\_ **STATE/ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**BID FORM**

**Waste Water Treatment Facility One (1) New Ford F-550 Chassis and Cab XL Truck**

We the undersign agree to furnish **The Town of Old Orchard Beach** with the equipment described in the preceding specifications – see Exhibit A, which are incorporated as part of this proposal at the following price and delivery date. Any exceptions to the specifications must be listed on the bid form.

**MANUFACTURER:** \_\_\_\_\_ **YEAR:** \_\_\_\_\_

**MODEL:** \_\_\_\_\_ **DELIVERY DATE:** \_\_\_\_\_

**BID PRICE:** \_\_\_\_\_

**TOTAL BID PRICE** \_\_\_\_\_

**EXCEPTIONS TO SPECIFICATIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY / TOWN:** \_\_\_\_\_ **STATE/ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TOWN OF OLD ORCHARD BEACH**  
**AGREEMENT**

This contract (hereinafter referred to as "Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, by and between the Inhabitants of the Town of Old Orchard Beach with a mailing address of 1 Portland Avenue, Old Orchard Beach, Maine 04064 (hereinafter referred to as "Town"); and \_\_\_\_\_ with a mailing address of \_\_\_\_\_ (hereinafter referred to as "Contractor").

WITNESSETH:

In consideration of the mutual covenants and conditions set forth herein, the Town and the Contractor agree as follows:

**I. SCOPE OF WORK**

The Contractor shall furnish all of the services and materials, and perform all of the work as outlined in a bid /proposal/ quote sheet request dated \_\_\_\_\_ and attached hereto as \_\_\_\_\_. The Contractor shall be responsible for the professional quality, technical accuracy, and timely completion of all services furnished by the Contractor under this Agreement.

**II. CONTRACTOR OBLIGATIONS**

The Contractor warrants:

- A. That it will furnish all vehicles, materials, personnel, tools and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Services required by this Agreement.
- B. That it is financially solvent, is experienced in and competent to perform the Services and is able to furnish the vehicles, materials, personnel, tools and equipment to be furnished by it.
- C. That it is familiar with all federal, State and local statutes, laws, rules, regulations, ordinances and orders which may in any way affect the Services.
- D. That it has carefully examined the Request for Bid Proposals, the Specifications, and this Agreement and the character of equipment and personnel needed to perform the Services and all conditions which may in any way affect the performance of the Services.
- E. That any increase in Contractor's costs during the term of this Agreement shall be the sole responsibility of the Contractor.

**III. COMMENCEMENT AND COMPLETION**

The Contractor will commence work on or before \_\_\_\_\_ and the equipment being purchased hereunder shall be delivered to the Old Orchard Public Works Dept., located at 103 Smithwheel Rd., Old Orchard Beach, ME 04064 and/or Old Orchard Beach Waste Water Treatment Facility, located at 24 Manor St., Old Orchard Beach, ME 04063, within approximately \_\_\_\_\_ calendar days after the receipt and acceptance of this agreement, provided that such delivery date shall be automatically extended for

delays due to strikes, failure to obtain materials, or other causes beyond \_\_\_\_\_ control.

#### **IV. PAYMENT TERMS**

A. The Town shall pay the Contractor for the performance of Services under this Agreement the sum of \_\_\_\_\_ (the "Contract Price").

The Town shall make payment to the Contractor in full, upon delivery and acceptance of equipment.

#### **V. GUARANTEE**

A. To the extent construction or materials are provided in the provision of services hereunder, the Contractor and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials as listed in the proposal dated \_\_\_\_\_, from the date of delivery of the equipment, and agree to repair or replace at no cost or expense to the Town all work, materials and fixtures at any time during said warranty period as described in Exhibit \_\_\_\_.

B. The Contractor represents that in the performance of its obligations hereunder, it will perform in accordance with applicable standards of conduct for professionals in the field. Where an engineer's stamp or seal is required in the conduct of such services, the documents shall be stamped by a professional engineer registered in the State of Maine.

#### **VI. PERMITS AND LICENSES**

Permits and licenses necessary for the prosecution of the services shall be secured and paid by the Contractor.

#### **VII. TERMINATION**

Either party may terminate this Agreement for cause after giving the other party written notice and a reasonable opportunity to cure.

#### **VIII. DISPUTE RESOLUTION**

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be submitted to the Maine Superior Court (York County). This agreement shall be governed by Maine law.

#### **IX. QUALIFICATIONS**

The Contractor represents it holds, and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services. The contractor shall perform all services in accordance with professional standards.

#### **X. SUBCONTRACTORS**

The Contractor shall be fully responsible to the Town for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town.

## **XI. INSURANCE**

Except as otherwise provided by this Agreement, the Contractor and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement and at no expense to the Town, the following insurance coverage:

a. **General and professional liability insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq. ) as amended from time to time, combined single limit, to protect Contractor, any subcontractor performing Services under this Agreement, and Town from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

b. **Automobile Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, to protect Contractor, any subcontractor performing work covered by this Agreement, and Town from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

c. **Workers' Compensation Insurance** in amounts required by Maine law and **Employer's Liability Insurance**, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, Contractor shall, at its own expense, provide for the protection of its employees not otherwise protected.

d. All such insurance policies shall name Town as an additional insured, except that for purposes of workers' compensation insurance, Contractor and its subcontractors instead may provide a written waiver of subrogation rights against Town. Contractor, prior to commencement of Services under this Agreement, and any of its subcontractors, prior to commencement of Services under any subcontract, shall deliver to Town certificates satisfactory to Town evidencing such insurance coverage.

e. Insurance on Equipment prior to delivery: Contractor shall provide insurance on the equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the \_\_\_\_\_ delivery period.

## **XII. INDEMNIFICATION**

To the fullest extent permitted by Laws and Regulations, Contractor shall defend, indemnify, and hold harmless Town, its officers, employees and agents, in their official and individual capacities, from and against all claims, costs, losses, and damages

(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Agreement by the Contractor, its officials, employees, agents and subcontractors, including the loss of use resulting therefrom, if caused in whole or in part by the acts or omissions, whether negligent, intentional or otherwise, or breach of the Agreement by Contractor or the acts or omissions, whether negligent, intentional or otherwise, of its subcontractor, sub-subcontractor, or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

**XIII. ENTIRE AGREEMENT**

This Agreement represents and contains the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement are not a part of this Agreement.

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

By: \_\_\_\_\_

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

INHABITANTS OF THE  
TOWN OF OLD ORCHARD BEACH

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

By: \_\_\_\_\_  
Larry S. Mead, Town Manager