

# MAYOR & CITY COUNCIL OCEAN CITY

## PROCUREMENT DEPARTMENT

### BID DOCUMENTS

#### FOR

### REFUSE TRUCKS

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<b>THIS SPACE FOR DEPARTMENT USE</b>
<b>Last Day for Questions:</b> Noon on Wednesday, October 14, 2020
<b>Bid Due Date:</b> 4:00 p.m. Monday, October 26, 2020
<b>Bid Due Location:</b> City Manager's Office, Room 230, City Hall, 301 N. Baltimore Avenue, Ocean City, Maryland 21842
<b>Bid Opening Date:</b> 1:00 p.m., Tuesday, October 27, 2020
<b>Bid Opening Location:</b> Council Chambers, City Hall, 301 N. Baltimore Avenue, Ocean City, Maryland 21842
<b>Ad Run:</b> Thursday, September 17, 2020

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## SECTION I: INTRODUCTION

1. PURPOSE
  - 1.1. The purpose of the request for Bid Documents is for the Mayor & City Council Ocean City (“Town”) to purchase a One (1) Front Load Refuse Truck in conformity and One (1) Automated Side Load Refuse Truck with the requirements contained herein (“Bid Document(s)”).
  - 1.2. The Town is including an option for a five (5) year Refuse Truck contract if pricing and other considerations, as detailed in this Bid Document, prove to be in the best interest of the Town. If the Town so chooses, it will administer a contract for one Fiscal year with five (5) one-year renewal options pending approval of funding by Mayor & City Council in each given fiscal year.
2. CLARIFICATION OF TERMS
  - 2.1. Professional firms or individuals that submit a bid for award of a contract (“Contract”) are referred to as vendors (“Vendors”) in this Bid Document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).
3. QUESTIONS AND INQUIRIES
  - 3.1. For information regarding Bid Documents and bidding requirements, please contact Catrice Parsons at cparsons@oceancitymd.gov or call 410-723-6647.
  - 3.2. Copies of the Bid Documents are available on the Bid Tab of the Town’s [website](#) or by calling (410) 723-6643 during normal business hours.
4. FILLING OUT BID DOCUMENTS
  - 4.1. Use only forms supplied by the Town.
  - 4.2. Submit two unbound originals.
  - 4.3. Bids should be complied as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Addenda Acknowledgement (if necessary), (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid and (7) Non-Collusive Affidavit.
  - 4.4. All blanks on the Bid Documents will need to be filled in electronically or manually in ink.
  - 4.5. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
  - 4.6. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
  - 4.7. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
  - 4.8. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
  - 4.9. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the Town.
5. SUBMISSION OF BID
  - 5.1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Mayor & City Council Ocean City and will be identified with the project name: **REFUSE TRUCKS** and the Vendor’s name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation “SEALED BID DOCUMENTS ENCLOSED” on the face thereof.
    - 5.1.1. **Bid Documents should be addressed to: Mayor & City Council Ocean City, Attn: City Manager’s Office, Room 230, 301 N. Baltimore Avenue, Ocean City, MD 21842.**
    - 5.1.2. **Bids are due by 4:00 p.m. on Monday, October 26, 2020 and will be opened at 1:00 p.m. on Tuesday, October 27, 2020.**

- 5.2. Bid Documents will be deposited at the designated location prior to the time and date for receipt of Bid Documents as indicated in the Advertisement or Request for Bid, or any extension made by Addendum. Bid Documents received after the time and date for receipt will be returned unopened.
- 5.3. Vendor will assume full responsibility for taking whatever measures necessary to ensure that the Bid Documents reach the Procurement Department's office prior to the local time and date specified for receipt of Bid Documents. The Town will NOT BE RESPONSIBLE for any Bid Document delayed in the postal or other delivery service nor any late Bid Document, amendment, or request for withdrawal of Bid Document, received after the Bid Document submission date.
- 5.4. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
- 5.5. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
- 5.6. MINORITY VENDORS ARE ENCOURAGED TO PARTICIPATE.
- 5.7. All Vendor submitted Bid Documents will be valid for a minimum of sixty (60) days from the date of Bid Document opening.
6. OPENING OF BIDS
  - 6.1. Bid Documents received on time will be opened publicly and vendor's names and bid total will be read aloud for the record.
  - 6.2. The Contract will be awarded or all Bid Documents will be rejected within sixty (60) days from the date of the Bid Document opening.
7. ACCEPTANCE OR REJECTION OF BIDS
  - 7.1. Unless otherwise specified, the Contract will be awarded to the most RESPONSIBLE and RESPONSIVE Vendor complying with the provisions of the Bid Documents, provided the Bid price is reasonable, does not exceed the funds available, and it is in the best interest of the Town to accept it. The Town reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the Town for any debt or contract.
  - 7.2. In determining a Vendor's RESPONSIBILITY, the Town may consider the following qualifications, in addition to price:
    - 7.2.1. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
    - 7.2.2. Character, integrity, reputation, experience and efficiency.
    - 7.2.3. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
    - 7.2.4. Previous and existing compliance with laws and ordinances relating to contracts with the Town and to the Vendor's employment practices.
    - 7.2.5. Evidence of adequate insurance to comply with Contract terms and conditions.
    - 7.2.6. Statement of current work load and capacity to perform/provide the Goods and/or Services.
    - 7.2.7. Explanation of methods to be used in fulfilling the Contract.
    - 7.2.8. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/performance the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the Town.
  - 7.3. In determining a Vendor's RESPONSIVENESS, the Town will consider whether the Bid Document conforms in all material respects to the Bid Documents. The Town reserves the right to waive any irregularities that may be in its best interest to do so.
  - 7.4. The Town will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the Town. Irrespective of any of the foregoing, the Town will have the right to award the Contract in its own best interests.

8. NOTICE TO VENDORS

- 8.1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

**END OF SECTION**

## **SECTION II: GENERAL INFORMATION**

1. ECONOMY OF BID DOCUMENTS
  - 1.1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.
2. RESPONSIBILITIES OF THE VENDOR
  - 2.1. The Vendor will be responsible for the professional quality and technical accuracy of their advice and other Work furnished in the Bid Documents. The Vendor will perform the Work with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to Work of a similar nature.
  - 2.2. Neither the Town's review, approval or acceptance of, nor payment for, any of the Work required under the awarded Contract will be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract, and the Vendor will be liable to the Town in accordance with applicable law for all damages to the Town caused by the Vendor's negligent performance of any of the Work furnished under the Contract.
  - 2.3. The rights of the Town provided for under the awarded Contract are in addition to any rights and remedies provided by law.
3. PROPRIETARY INFORMATION OR TRADE SECRETS
  - 3.1. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) provide a written statement detailing the reasons why protection is necessary. The Town reserves the right to ask for additional clarification prior to establishing protection.
4. OWNERSHIP OF MATERIALS
  - 4.1. Ownership of all material and documentation originated and prepared pursuant to the Bid Documents will belong exclusively to the Town and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction will not be subject to disclosure under the Freedom of Information Act. However, the Vendor must invoke the protections of this section and be in accordance with Section 3.1.
5. CONTRACT AWARD
  - 5.1. A written award by the Town to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the Town will have the right to award to the next responsible and responsive Vendor. The Successful Vendor will be required to execute the Contract within fourteen (14) calendar days from the date on the Notice of Award letter. The Town will send the Contract and any Bond Forms with the Notice of Award letter.
  - 5.2. Bid Documents and Contracts issued by the Town will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
  - 5.3. Town personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
  - 5.4. The Town reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Work should the Work size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information from competing Vendors will not be disclosed to the public or to competitors.
6. NOTICE TO PROCEED
  - 6.1. The Town will issue a Notice to Proceed within ten (10) calendar days from the execution of the Contract. If for any reason the Notice to Proceed cannot be issued within ten (10) days, from the execution of the Contract, the Town and the Vendor, upon mutual agreement, will extend the Contract Time.

- 6.2. If the Town does not issue the Notice to Proceed within the ten (10) day period or within the period mutually agreed upon the Vendor may terminate the Contract without further liability on the part of either party.
7. AUDIT
- 7.1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five (5) years after final payment, or until audited. The Town, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.
8. NONPERFORMANCE
- 8.1. The Town reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the Town. Failure to do so will be cause for withholding of payment for that Work. In addition, if deficiencies are not corrected in a timely manner, the Town may characterize the Successful Vendor as uncooperative, which may jeopardize future Work order solicitations.
9. MODIFICATION OR WITHDRAWAL OF BID DOCUMENTS
- 9.1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.
10. DEFAULT
- 10.1. The Contract may be cancelled or annulled by the Town in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or its surety) will be liable to the Town for cost to the Town in excess of the defaulted Contract price.
11. COLLUSION/FINANCIAL BENEFIT
- 11.1. The Vendor certifies that its Completed Bid Document is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same Work; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 11.2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the Town, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the Town, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor or Council has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.
12. TAX EXEMPTION
- 12.1. The Town is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Vendors doing business with the Town. Vendors are responsible for State Sales Tax of real property furnished and installed or constructed for the Town.
13. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION
- 13.1. All Vendors are subject to, and must comply with, the provisions of all applicable state and federal anti-discrimination laws. The Town encourages equal employment opportunity to businesses owned and controlled by minorities and women.
- 13.2. The Successful Vendor will not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Vendor further agrees that this nondiscriminatory agreement will be incorporated by the Vendor in all contracts entered into with suppliers of commodities and services, contractors and Sub-contractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with the Contract.
14. STATUS OF VENDOR

- 14.1. The Vendor will be responsible to the Town for acts and omissions of their employees, Sub-contractors, and their agents and employees, and other persons performing portions of the Work under the Contract or other arrangement with the Vendor.
- 14.2. It is understood that the relationship of Vendor to the Town will be that of an "Independent Contractor." Nothing contained herein will be deemed or construed to (1) make the Vendor the agent, servant, or employee of the Town, or (2) create any partnership, joint venture, or other association between the Town and the Vendor.
15. APPLICABLE LAWS
  - 15.1. Vendor will observe and comply with all applicable federal, state, and local laws and regulations in the performance of the Contract. The Contract will be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder will be determined in accordance with such laws.
16. SUSPENSION OR TERMINATION FOR CONVENIENCE
  - 16.1. The Town will have the right, at any time by written notice, for its convenience, to suspend the Work under the Contract for such time as may be determined by the Town to be necessary or desirable up to ninety (90) days, unless a longer time is agreed upon in writing by both parties; and thereafter, to require resumption of the whole or any part of the Work without invalidating the provisions of the Contract.
  - 16.2. The Town will have the right, at any time by written notice, for its convenience, to terminate the Work in whole or in part.
  - 16.3. Any notice issued pursuant to Sections 17.1 and/or 17.2 will state the extent and effective date of such notice, except as otherwise directed, the Vendor will stop Work on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the Work not terminated.
  - 16.4. The Vendor, within thirty (30) days of the Notice of Termination, will submit a final invoice reflecting Work actually furnished pursuant to the Contract to the satisfaction of the Town and for which no previous invoice was submitted to the Town.
  - 16.5. In the event of a termination, pursuant to Section 17.2, the Town will pay the Vendor's expenses verified by final invoice as set forth in Section 17.4 for the following:
    - 16.5.1. Completed and acceptable Work executed in accordance with the Contract prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such Work;
    - 16.5.2. Expenses sustained prior to the effective date of termination in performing Work and furnishing labor, materials, or equipment as required by the Contract in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit.
  - 16.6. The Vendor will not be paid on account of loss of anticipated profits or revenues or for Work not completed prior to the date of termination of the Contract.
17. ADDENDUM
  - 17.1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to the Town of Ocean City's Procurement Manager and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the opening of Bid Documents.
  - 17.2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Manager to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any Town employee that materially change any portion of the Bid Documents will not be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
  - 17.3. All addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
  - 17.4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the Town intends to issue an amendment

- reflecting an oral statement made by any employee, contact the Town of Ocean City's Procurement Manager during normal business hours.
- 17.5. The Town of Ocean City's Procurement Manager reserves the right to postpone the Bid Document opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.
18. AVAILABILITY OF FUNDING
- 18.1. Any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the availability of funding and allocation of City funds. The Town may cancel any Agreement, Contract, or Purchase Order immediately, by giving written notice to the Successful Vendor, in the case of a reduction or elimination of funds or funding for any project, commodity or service.
19. FORCE MAJEURE
- 19.1. Neither party will be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
20. DEBRIEFING PROCESS
- 20.1. Unsuccessful Vendors, upon request and that responded to a Invitation for Bid, will be provided a Vendor debriefing regarding the reasons that the proposal or bid submitted by the unsuccessful Vendor was not awarded the solicitation. The debriefing may occur five (5) business days after the Vendor request but prior to contract signatures.
- 20.2. The Procurement Department will hold one debriefing meeting with all Vendors who requested such.
21. PROTESTS
- 21.1. To ensure fairness to all Vendors and to promote open competition, the Town will actively follow-up and be consistent in responding to a Vendor's protest concerning contract awards.
- 21.1.1. The Vendor will submit to the Procurement Manager a written request for a protest meeting which will be received by the Procurement Department within 14 consecutive calendar days from the date of the contract award. The Vendor's letter will contain specific reasons and any supporting documentation for the reasons, describing why they have a concern with the award. If the letter does not contain this information, or if the Procurement Manager determines that a meeting would serve no useful purpose, then the Procurement Manager may, within 10 consecutive calendar days from the date of receipt of the letter, respond in writing to the Vendor and refuse the protest meeting request. Otherwise, the Procurement Manager must notify the protesting Vendor within the 10 calendar day period that a protest meeting will be scheduled.
- 21.1.2. If the protest meeting is granted, the Procurement Manager will attempt to schedule the meeting within 10 consecutive calendar days after receipt of the letter, or as soon as possible thereafter. Within 10 consecutive calendar days from the date of the protest meeting, the Procurement Manager will respond to the Vendor in writing with the decision.
22. FEDERAL TAX IDENTIFICATION NUMBER.
- 22.1. All Vendors must furnish upon request a federal tax identification number to the Town. Failure to provide this information could result in invoice payments being withheld.
23. BID RESULTS
- 23.1. Only Vendors who receive awards will be notified of BID results; unsuccessful Vendors will not be notified. Unsuccessful Vendors can visit the Town's website to see whom solicitations are awarded to.
24. PAYMENT
- 24.1. Solicitations which require payment in less than 30 days after receipt of invoice for Work, whichever is later, may be rejected.
25. INVESTIGATION OF REFERENCES AND CONSIDERATION OF PAST PERFORMANCES
- 25.1. The Town reserves the right to investigate the references and the past performance of any Vendor, including but not limited to the Vendor's performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers and Vendor so agrees to the aforementioned by listing references. The Town may postpone the award or execution of the contract after the announcement of the apparent Successful Vendor in order to

complete its investigation and may take the results of its investigation into account when conducting evaluations. The Town reserves the right to reject any Completed Bid Document or to reject all Completed Bid Documents at any time prior to the Town's execution of contract if it is determined to be in the best interest of the Town to do so.

26. BIDS ARE OFFERS

26.1. The Bid is the Vendor's offer to enter into a Contract pursuant to the terms and conditions specified in the Invitation for Bid, its Exhibits, and Addenda. The offer is binding on the Vendor for sixty (60) days. The Town's award of the Contract constitutes acceptance of the offer and binds the Vendor. The Vendor must be a complete offer and fully Responsive to the Invitation for Bid.

27. CONTINGENT BIDS

27.1. Vendor will not make its Completed Bid Document contingent upon the Town's acceptance of Invitation for Bid, its Exhibits, or Addenda.

28. REPRESENTATIONS AND WARRANTIES

28.1. Vendor represents and warrants that (1) Vendor has the power and authority to enter into and perform the Contract; (2) The individual signing for Vendor is authorized to execute this Contract on behalf of Vendor; (3) The Contract, when executed and delivered, will be a valid and binding obligation of Vendor, enforceable in accordance with its terms; (4) The work under the Contract will be performed in a good and workmanlike manner and in accordance with the highest professional standards; (5) Vendor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6) Vendor's name, as it appears in the Contract, is Vendor's legal name, as it will appear in the Vendor's W-9, and if Vendor is an entity rather than an individual that the entity named in the Contract is validly existing and in good standing. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

29. CONFLICT OF INTEREST

29.1. Vendor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner with or prohibit Vendor's full performance of the Contract. Vendor also covenants that in the performance of the Contract no person having any such interest will be employed. Vendor further covenants that its performance of the Contract will not cause any employee of the Town to violate the Town's Conflict of Interest Policy.

30. NO THIRD PARTY BENEFICIARIES

30.1. The Town and Vendor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or will be construed to give any benefit or right, whether directly or indirectly, to third persons unless such persons are individually identified by name and expressly described in the Contract as intended beneficiaries.

31. TIME IS OF THE ESSENCE

31.1. Vendor agrees that time is of the essence under the Contract.

32. ATTACHMENTS

32.1. All attachments, addenda, schedules and exhibits which are referred to in the Contract are incorporated in the Contract.

33. MERGER

33.1. THE CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED IN THE CONTRACT REGARDING THE CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THE CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. VENDOR, BY THE SIGNATURE TO THIS CONTRACT OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND VENDOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**END OF SECTION**

## SECTION III: BID SPECIFICATIONS

1. The Town is looking to procure, at a minimum, one (1) front load refuse truck each year over the next five years, pending approved funding by the Mayor & City Council in the associated budget years. As such, the Town is requesting vendors to provide pricing for one (1) front load refuse truck for fiscal year 2021. Any requested pricing increase in subsequent contractual years will be required to be a percentage over the previous year and must be supported by either the Consumer Pricing Index or the Producer Pricing Index.

### 1.1. FRONT LOADING REFUSE COLLECTION TRUCK

- 1.1.1. The following general specification is intended to describe one (1) front loading, full eject refuse collection vehicle. Specifications are included herein for both the cab/chassis and refuse body. Vendors are invited to submit a Bid on the cab/ chassis or the refuse body separately or as a complete unit as indicated on the Bid Form. Vendors do not have to submit a Bid on all items. All Bids will be evaluated on their own merit. Evaluation criteria is outlined in Section IV. ALL deviations from these specifications must be listed on a separate sheet and submitted along with the Bid. **Failure to list deviations may be cause for rejection of the Bid for non-compliance.** The undersigned understands that the Town has the right to reject any and all Bids for any reason.

- 1.1.2. In the case where the unit is proposed separately the cab/chassis Bid should include delivery to the successful body bidder. The successful body bidder will then be responsible for delivery of the set-up unit to a local dealer/distributor for Maryland Dump Truck Certification. The completed unit will then be delivered to Ocean City, Maryland by the successful cab/chassis bidder. Two (2) sets of maintenance and parts manuals for both the cab/chassis and the refuse body will be delivered to the Town at the time of final delivery. The bid will also include Diagnostic software and hardware for the cab/chassis. If the Town has already received the required software and hardware than the successful bidder will supply all updates. The cost between the two will be reviewed.

- 1.1.3. In the case where the unit is proposed as a complete unit the Dump Truck Certification and the two sets of maintenance and parts manuals will be the responsibility of the Successful Vendor.

### 1.1.4. **ALL UNITS ARE TO HAVE A LOCAL DEALER/DISTRIBUTOR WITHIN ONE HUNDRED (100) MILES FROM ZIP CODE 21842, FOR PARTS AND SERVICE.**

### 1.1.5. TRUCK BODY

- The following are minimum specifications intended to describe one (1) front-loading refuse collection truck body. This body is to be mounted on one (1) cab chassis truck intended for the collecting of refuse within the corporate limits of the Town. The body will be capable of compacting and transporting refuse to a landfill or transfer station and dispensing the load by means of hydraulic ejection. The body will not be required to be tilted,

lifted, or otherwise displaced from the chassis in order to eject the load.

1.1.6. CAPACITY

- Minimum of 40 cubic yards

1.1.7. HOPPER

- Minimum capacity of 12 cubic yards
- Hopper floor minimum of ¼" steel – 200,000 psi
- Hopper sides constructed of a minimum of 3/16" AR400 steel formed to a radius
- Front will be enclosed with expanded metal for viewing behind the packer blade and to prevent trash from blowing out
- The hopper cover will open automatically when raising the lift arms
- Air toggle valve in the cab to manually close the hopper cover 17" x 10" sumps clean out doors on both sides of the front of the body. Must be able to gain access from the ground without physically entering the hopper (minimum capacity 17 gallons). A deflector plate will be required if the spillage will leak onto battery boxes or tanks.
- Side access door with a lock out (minimum of 30" x 30")

1.1.8. BODY DIMENSIONS

- Maximum overall width not to exceed 96"
- Maximum overall length and height (tailgate in locked position) above the chassis frame not to exceed:
  - Length – 296"
  - Height – 120" with arms up
- Body weight (exclusive of options) will not exceed 18,500 pounds

1.1.9. BODY CONSTRUCTION

- Body sides will be constructed at a minimum of 3/16" steel, 115,000 psi formed to a radius for added strength. Side panels should be one sheet. NO MULTIPLE PANELS
- Body roof will be constructed at a minimum of 3/16" hi-tensile sheet steel
- Single structural tube (minimum of 2" x 2") will reinforce the roof at the center line, connecting the front and rear bracing.
- Structural tube (minimum of 3" x 2" x 3/16") will reinforce the body at the front and rear. The tube will be formed to the radius of the body.
- Body floor will be flat and made of (minimum ¼" 200,000 psi)
- Floor longitudinals will be (minimum 3" x 6" x ¼") structural tube

- Floor cross members will be (minimum 4" C channel)

#### 1.1.10. PACKING MECHANISM

- Packing panel face sheet will be constructed of a minimum of ¼" AR 235 steel, 115,000 psi
- Packing panel activated by 2 three stage telescopic hydraulic cylinders
- Packing panel will have a "packing cycle" that takes no longer than 24 seconds
- Packing panel will exert a minimum of 153,000 lbs. of packing force throughout the pack cycle

#### 1.1.11. TAILGATE

- Tailgate will be top hinged and of the bustle type
- Rear panel will be constructed of 10 gauge AR 235 plate 115,000 psi
- Tailgate will be secured to the body using one (1) set of hinges with 1 ½" hinge pins at the roof line
- Tailgate will be unlocked, opened and closed by two (2) 3" x 331/4" double acting hydraulic cylinders. Have a positive lock without the need for turnbuckles.
- The tailgate will have a one piece, replaceable, rubber gasket extending across the bottom width of the tailgate and vertically up the sides.
- A warning light and buzzer installed inside the cab of the truck, indicating when the tailgate is open.
- A strobe light will be mounted on the upper half of the tailgate. The light will be activated by a switch located inside the cab of the chassis.

#### 1.1.12. LIFTING ARMS

- Constructed of a fabricated tube design with a minimum of 8 ½" in height and 2 ½" in overall width. Both dimensions will have uniformity throughout the arm. The arms must be reinforced internally throughout.
- Lift arms must have a minimum of 10,000 lbs. lift capacity
- Provide a progressive slow stop before coming into contact with the rubber arm stops by use of a deceleration valve
- Lift arm and fork cycle time will not exceed 20 seconds
- Lift arms to be powered by a minimum of two (2) 5" x 36" double acting cylinders with 2 ½" rods – or as required to lift 10,000 lbs. minimum.
- Forks at the dump position will not exceed 13'6" above the ground.

#### 1.1.13. CONTROLS

- Operating controls must be located in the cab easily accessible to the driver.
- Fork and arm function to be controlled by two (2) 4 way metering air controllers bolted together along with the pump control.
- Packer, hopper cover, and rear door operation will be controlled by a four (4) way, three (3) position air toggle valve.
- The rear door will not operate without activating a safety air toggle valve in conjunction with the tailgate toggle switch to prevent accidental rear door opening.
- Installation of an interlock to prevent dumping behind the packer blade.

#### 1.1.14. HYDRAULICS

- The Hydraulic pump will be driven by a front mounted live power pump.
- The Variable Displacement System generates pressure and flow only when called upon. When system is not being used, the pump is automatically shifted into a low pressure standby mode generating only ¼ GPM @ 250 PSI. When switches or joystick are used, the pump generates only the amount of flow and pressure called upon. A compensator is used to limit the pump to a maximum flow of 30 GPM no matter the RPM. The compensator is also used to limit the maximum pressure output to 2250 PSI without the use of heat generating and fuel consuming relief valves.
- There will be a 53 gallon frame mounted reservoir steel construction with internal baffling, sight level gauge, by-pass gauge, and air breather.
- Hydraulic filtration – 70 gpm 10 micron with fiberglass media. Filter is welded to top of reservoir to eliminate need for a gasket. A 100 mesh 100 gpm suction strainer is mounted in the reservoir.
- All plumbing will consist of Parker tough cover or equal with “bite wire” type crimping on fittings and nylon guarded in tight areas. All hoses over ½” to be 4 wire construction. Seamless steel tubing will be used wherever possible and held in place with shock absorbing bolt-on clamps. All hose ends, tubing and adapters will have JIC 37 degree flares. Pipe thread or flat-faced O-ring seals are not acceptable.
- All cylinders will have straight thread O-ring boss porting. Pin material will be stress proof C1144 or equivalent.
- Arm/Fork controls will consist of a 4-way metering air joystick controller mounted separately from the other controls. The Arm/Fork joystick controller will be mounted with an arm rest pad within a comfortable reach of the driver. The Flodraulic brand controller will communicate with the hydraulic valve air shifters in a metering function providing more control of the loading process.

- The fork dump control will be locked unless the packer is fully retracted and hopper cover is fully open to prevent dumping behind the packer and hopper cover.
- System reset will be a pneumatic button valve that will only stay engaged if the key is on and pops out when the key is turned off. Button valve supplies air to entire system.
- An air filtration system will be provided. Cab mounted water separator/debris filter that supplies system reset.
- Loading controller will be Flodraulic brand metering pneumatic joystick.
- Packer cycle control will be all pneumatic operated automatic single stroke cycle with engine rev up when transmission is in neutral. Pneumatic button valves and start stop and retract packer. Packer can also run manually via an air toggle to provide a back-up and to run packer out past the limit valve adjustment to take advantage of the long packer cylinder stroke.
- Miscellaneous controls for the hoist and tailgate are operated by air toggle switches that are fed by a safety air push button to prevent accidental operation. Hopper cover is also run by an air toggle valve and opens automatically when raising the loader arms.
- Indicator lights and alarms will be provided for hoist up, pump on and tailgate open lights which will be mounted on the console. Tailgate open switch will be wired to an audible alarm.

#### 1.1.15. ELECTRICAL

- All wiring will be loomed or in conduit
- Body must be equipped with approved clearance, warning, rear, license, stop and turn signals in compliance with the national safety standards
- All clearance, back up and directional lights will be shock mounted and be of the pop out style (LED)
- The body will be equipped with an external audio back up alarm activated when the chassis is in reverse and mid body (LED) backup lights.
- A light will illuminate in the cab when the tailgate is open and audible alarm will sound when the tailgate is open
- A split vision camera will be installed with a minimum 5" monitor for viewing rear of body and hopper.
- Spot reverse lights will be mounted on the outside rails of the body.

#### 1.1.16. BODY COLOR

- Cab: blue urethane #63203 or equal
- Frame: black enamel

#### 1.1.17. WARRANTY- One year on parts and labor

- Please note that the body will be mounted in accordance to industry standards. No welding will be performed on the chassis frame in the mounting process.
  - Cylinder warranty – 2 years
- 1.2. ONE (1) CAB CHASSIS FOR FRONT LOADING REFUSE COLLECTION TRUCK
- 1.2.1. The following are minimum specifications intended to describe one (1) cab chassis for front loading refuse collection trucks. This vehicle will be collecting refuse within the corporate limits of the Town. It may occasionally be required to travel to the Worcester County landfill that is approximately 60 miles round trip. Vehicle offered for consideration must comply with all state and federal requirements, including but not limited to air emissions, brake systems, lighting requirements and safety equipment.
- 1.2.2. Vendor to note responsibility for delivery of cab/chassis to body manufacturer; Vendor also to note who will have completed vehicle certified in Maryland; also note responsibility for delivery to the Town. All deviations from these specifications will be listed on a separate sheet and submitted with the bid. Two sets of maintenance and parts manuals will be delivered at the time the vehicle is delivered to the Town. Diagnostic software and hardware. Or any updates if the Town already has software and hardware. Cost between the two will be reviewed.
- 1.2.3. FRAME
- Wheelbase 210", cab to end of frame 290", cab to axle 210"
  - Steel cross members
  - Full steel frame c-channel (reinforced)
  - Chassis hose and wiring bundles routed through gussets
  - Front engine PTO provision with 9" extension
  - Huckbolt all frame components
  - Two (2) solid mount cable hooks front bumper
  - Two (2) rear tow hooks frame mounted
- 1.2.4. ENGINE
- Diesel, 320 HP torque, 1150 @ 1200 rpm, clutch fan w/high efficiency cooling system
  - Must meet federal 2014 EPA emissions laws
  - Alternator 130 amp minimum
  - Air cleaner restriction gauge
  - Block Heater, 120 Volt, 1500 Watt
  - Fuel water separator heated
  - Engine protection shutdown
- 1.2.5. TRANSMISSION
- Synthetic lube Allison automatic transmission rugged duty service

- Engine over speed protection for PTO
  - Allison 4500 RDSP- Trans, 5 speed, auto, neutral indicator package
- 1.2.6. FRONT AXLE AND EQUIPMENT
- 20,000 lb. D2000F Dana Spicer or equal
  - Flat leaf front suspension 23,000 lbs. or what will be required by law.
  - Dual power steering gear boxes
  - Tubular front shocks
  - Auto slack adjusters
- 1.2.7. REAR AXLE AND EQUIPMENT
- 46,000 lb. rear axle, Dana D46-170P or equal tandem
  - Hendrickson HMX series rear suspension 46,000 lb. capacity or equal
  - Tandem axles
  - Auto slack adjusters
  - Standard oil seals
  - Synthetic axle lubricant/all axles
  - Pusher axle steerable lift axle 13,500 lbs in front of tandem; includes controls, regulator mounted on frame, switch and gauge mounted in dash, axle to be equally spaced with tandem.
  - Dust shields pusher axle
- 1.2.8. BRAKE SYSTEM
- Front axle – s cam, 16.5 x 6---- Disc brakes will be considered
  - Rear axle – s cam, 16.5 x 7
  - Air brake, ABS, anti-lock system
  - Front axle, brake dust shields
  - Rear axle, brake dust shields, Tandem axles
  - Air dryer – Bendix AD-EP
  - Automatic traction control ATC
  - Route air and electric lines to allow welding of sub frame by body builder from back of cab to end of frame
  - Moisture ejector – Bendix DV, wet tank
  - Body connections back of cab
- 1.2.9. CAB & EQUIPMENT
- Large cab/cab over with minimum 53" from bumper to back of cab, left hand drive
  - Aluminum & fiberglass panels w/aluminum doors
  - Dual doorstops, door locks
  - Ignition and doors keyed alike

- Steel door hinges and pins
- Combo fresh air heater/air conditioner
- Stainless steel mirrors, w/convex 8" ss mirror (heated)
- Chrome air horns, dual electric w/horn shields – mount air horn back of cab facing down
- AM/FM clock radio
- Electric windshield wipers
- Back-up alarm wiring
- Daytime running lights
- Front cab guard
- Visibility window lower right door
- Roll-up windows. No sliding windows allowed. Electric Windows will be considered
- Down view mirror right door
- Radiator and oil pan guard
- Driver's side air ride seat, mid back
- 4 ½" rubber wheel well extensions
- Marker lights LED w/guards

#### 1.2.10. TIRES

- Front tires and wheel equipment 315/80R x 22.5 20 ply tires; 22.5 x 9.0 aluminum disc wheels; offset to allow maximum turning radius; hub piloted steel hubs 285.75mm bolt circle; GVWR 20,000 lbs minimum
- Rear tire and wheel equipment 12R x 22.5 16 ply all weather tires (deep lug); 22.5 x 9.00 steel disc; hub piloted steel hubs 285.75mm bolt circle; ABS brake system; GVWR 46,000 minimum
- Pusher axle tires and wheels two (2) steel 22.5 x 8.25 rims, two (2) tires 295/75R22.5 16 ply tires

#### 1.2.11. GAUGES

- Water temperature, engine oil, engine oil pressure, dual air pressure, fuel level gauges, electric speedometer w/trip odometer, tachometer, voltmeter, total engine hours, trans temp gauge, air filter gauge

#### 1.2.12. FUEL TANK

- 60-gallon minimum total capacity

#### 1.2.13. BATTERY BOX & BATTERIES

- Aluminum or steel battery box
- Minimum 3, 12 volt, 2250 CCA batteries

#### 1.2.14. PAINT

- Cab: blue urethane #63203 or equal
- Frame: black enamel

#### 1.2.15. OTHER EQUIPMENT

- Fire extinguisher 5 lb.
- Triangle reflector kit
- Diagnostic engine software and Hardware

1.2.16. WARRANTY

- Engine: 5 years - 300,000 miles warranty including turbo & injectors & after treatment
- Transmission: 5-year extended warranty-Refuse Packet

1.2.17. TRAINING

- Provide training to include operation, electronic, hydraulics and computer systems on equipment offered. Explain training program with bid.

2. The Town of Ocean City is looking to procure, at a minimum, one (1) side load refuse truck each year over the next five years, pending approved funding by the Mayor & City Council in the associated budget years. As such, the Town is requesting vendors to provide pricing for one (1) front load refuse truck for fiscal year 2021. Any requested pricing increase in subsequent contractual years will be required to be a percentage over the previous year and must be supported by either the Consumer Pricing Index or the Producer Pricing Index.

2.1. AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK

2.1.1. The following general specification is intended to describe an automated side loader refuse collection vehicle. Specifications are included herein for both the cab/chassis and refuse body. Vendors are invited to submit a proposal on the cab/ chassis or the refuse body separately or as a complete unit as indicated on the BID FORM. Vendors do not have to submit a bid on all items. All Bids will be evaluated on their own merit. Evaluation criteria is outlined in Section IV. ALL deviations from these specifications must be listed on a separate sheet and submitted along with the Bid. Failure to list deviations may be cause for rejection of the Bid for non-compliance. The undersigned understands that the Town has the right to reject any and all Bids for any reason.

2.1.2. In the case where the unit is proposed separately the cab/chassis bid should include delivery to the successful body vendor. The successful body vendor will then be responsible for delivery of the set-up unit to a local dealer/distributor for Maryland Dump Truck Certification. The completed unit will then be delivered to the Town by the successful cab/chassis vendor. Two (2) sets of maintenance and parts manuals for both the cab/chassis and the refuse body will be delivered to the Town at the time of final delivery. The Bid will also include Diagnostic software and all hard ware for the cab/chassis. In some cases the Town may already have required software. Updates will be required. All cost will be reviewed between the two.

2.1.3. In the case where the unit is proposed as a complete unit the Dump Truck Certification and the two sets of maintenance and parts manuals will be the responsibility of the Successful Vendor.

- 2.1.4. ALL UNITS ARE TO HAVE A LOCAL DEALER/DISTRIBUTOR WITHIN ONE HUNDRED (100) MILES FROM ZIP CODE 21842, FOR PARTS AND SERVICE
- 2.2. ONE (1) CAB CHASSIS FOR AN AUTOMATED SIDE LOADER REFUSE TRUCK
- 2.2.1. The following are minimum specifications intended to describe the cab chassis for an automated side loader refuse collection truck. This vehicle will be collecting refuse within the corporate limits of the Town of Ocean City, MD. They may occasionally be required to travel to the Worcester County landfill that is approximately 60 miles round trip. Vehicle offered for consideration must comply with all state and federal requirements, including but not limited to air emissions, brake systems, lighting requirements and safety equipment. Vendor to note responsibility for delivery of cab/chassis to body manufacturer; Vendor also to note who will have completed vehicle certified in Maryland; also note responsibility for delivery to the Town. All deviations from these specifications will be listed on a separate sheet and submitted with the bid. Two sets of maintenance and parts manuals will be delivered at the time the vehicle is delivered to the Town.
- 2.2.2. FRAME
- Full steel frame c-channel (reinforced)
  - Steel cross members
  - Wheelbase – 185”; Cab to end of frame 241”, Cab to axle 185”
  - Front engine PTO provision with 9” extension
  - Huckbolt all frame components
  - Two (2) solid mount cable hooks, front bumper
  - Chassis hose and wiring bundles routed through gussets
  - Two (2)-rear tow hooks frame mounted
- 2.2.3. ENGINE
- Diesel, 320 HP torque, 1150 @ 1200 rpm, clutch fan w/high efficiency cooling system
  - Must meet federal 2016 EPA emissions laws
  - Fuel water separator heated
  - Engine protection shutdown
  - Air cleaner restriction gauge
  - Block heater, 120 volt 1500 watt
  - 130-amp alternator, minimum
  - Diagnostic engine software and hardware
- 2.2.4. TRANSMISSION
- Allison 4500 RDSP –Trans, 5 speed, auto, neutral indicator package
  - Synthetic lube Allison automatic transmission rugged duty service

- Engine over speed protection for PTO
- 2.2.5. FRONT AXLE AND EQUIPMENT
  - Dana Spicer F4 D2000 F or equal 18-20,000 lb. standard track
  - Taper leaf springs with shocks 20,000 lbs. (18,000 lb. minimum)
  - Power steering
  - Auto slack adjusters
  - Tubular front shocks
- 2.2.6. REAR AXLE AND EQUIPMENT
  - 30,000 lb capacity
  - Single axle
  - Auto slack adjusters, single axle
  - Standard oil seals, single axle
  - Synthetic axle lubricant/all axles
  - Minimum ratio 5.25/rear axle
- 2.2.7. BRAKE SYSTEM
  - Front axle s cam. Front-disc brakes will be considered
  - Rear axle – s cam, 16.5 x 7
  - Air brake, ABS, anti-lock system
  - Rear axle, brake dust shields, single axle
  - Automatic traction control ATC
  - Air dryer Bendix AD-IE
  - Route air and electrical lines to allow welding of sub frame by body builder from back of cab to end of frame
  - Moisture ejector – Bendix DV2, wet tank
  - Body connections back of cab
- 2.2.8. CAB & EQUIPMENT
  - Large cab/cab over minimum 53" from bumper to back of cab
  - Single right side steering
  - Aluminum & fiberglass panels w/aluminum doors
  - Dual doorstops, door locks
  - Ignition and doors keyed alike
  - Steel door hinges and pins
  - Combo fresh air heater/air conditioner
  - Black LH/RH Tri-plane Mirrors, Heated & Motorized, Mounted to Doors
  - Chrome air horns, dual electric w/horn shields – mount air horn back of cab facing down
  - AM/FM clock radio
  - Electric windshield wipers

- Back-up alarm wiring
- Daytime running lights
- Roll-up windows----- Electric windows will be considered
- Visibility window lower left door
- Down view mirror left door
- Radio and oil pan guard
- Driver's side air ride seat, mid back

2.2.9. TIRES

- Front (2) 315/80R
- Rear (4) 315/80R
- All weather tires (deep lug)

2.2.10. GAUGES

- Water temperature, engine oil, engine oil pressure, dual air pressure, fuel level gauges, electric speedometer w/trip odometer, tachometer, voltmeter, total engine hours, trans temp gauge, air filter gauge

2.2.11. FUEL TANK

- 60-gallon minimum total capacity

2.2.12. BATTERY BOX & BATTERIES

- Aluminum or steel battery box
- Minimum 3, 12 volt, 2250 CCA batteries

2.2.13. PAINT

- Cab: blue urethane #63203 or equal
- Frame: black enamel

2.2.14. OTHER EQUIPMENT

- Fire extinguisher 5 lb.
- Triangle reflector kit

2.2.15. WARRANTY

- Engine: 5 years, 300,000 miles warranty including turbo & injectors & after treatment
- Transmission: 5-year extended warranty-Refuse Packet

2.2.16. TRAINING

- Provide training to include operations, electronic, hydraulics and computer systems on equipment offered. Explain training program with bid.

2.3. ONE (1) AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK BODY

2.3.1. The following are minimum specifications intended to describe automated side loader refuse collection truck body. It is to be equipped with a mechanical lifting device capable of handling 55-gallon drums through 300-gallon refuse containers. This body will be capable of compacting and transporting refuse to a landfill or transfer station and discharging the load by means of hydraulically hoisting the body and gravity dumping the load. All deviations from these specifications will be

listed on a separate sheet and submitted with the bid. Two sets of maintenance and parts manuals will be delivered at the time the vehicle is delivered to the Town.

2.3.2. CAPACITY

- Minimum of 22 cubic yards

2.3.3. HOPPER

- Minimum capacity of 3 cubic yards
- Structural integrity of the body will allow high density loading of up to 700 pounds per cubic yard of normal refuse
- Hopper floor will be a minimum of ¼"AR400 steel

2.3.4. BODY WEIGHTS & MEASURES

- Maximum width of 96" (outside); maximum width of 90" (inside)
- Maximum height of 108" (outside); maximum height of 78" (inside)
- Hopper width (bottom) minimum of 66": hopper length minimum of 45"
- Hopper depth (curbside) minimum of 48": hopper depth (street side) 72"
- Two hopper clean out doors; one on each side with gasket and positive locking device

2.3.5. BODY CONSTRUCTION

- Body interior will have a smooth or curved floor without a trough. The sides and roof will be smooth radius cornered construction. All materials will be steel.
- Hydraulic cylinders, valves or other hydraulic components "will not" come in contact with refuse packed into the body.
- Body sides and roof will be of reinforced channel construction interfacing with the 90° radius corner mainframe bolsters.
- Floor will be reinforced with 6" x 1 ¾" x 7" gauge high tensile formed structural channels.
- Body roof will be minimum 12-gauge, high tensile sheet fully welded to a full width of 6" x 1.
- 3 /4" x 7" gauge high tensile formed structural channel roof cross members.
- Body sides will be a minimum of Hardox AR450 sheet.
- Body floor will be flat or curved with radius corners at the sidewalls. Floor will be a minimum 7-gauge 150,000-psi minimum yield sheet.

2.3.6. PACKING MECHANISM

- Packing features are dependent upon each manufacturer's design, but must be capable of accomplishing the requirements set forth in these specifications. The operational claims made by the manufacturer must also be fulfilled.
- Packing will complete a pack cycle in a maximum of 14 – 16 seconds with an empty body.
- The platen will be capable of operating continuously so that the refuse containers can be dumped with the platen in any position.
- The packer will also be capable of manual control operating in either direction.
- There should be some type of shut off indicating that the packer is full (Paddle packer not acceptable).

#### 2.3.7. BUSTLE TAILGATE

- Tailgate must be one piece; top hinged and will open approximately 90°
- Will be constructed of a minimum 10 gauge high tensile sheet on rear and side walls
- Tailgate will be secured to the body by two (2) sets of hinges at the roofline
- A heavy rear door, removable positive one-piece seal of vinyl tube gasket material will be installed the full length of the bottom and 14" up the sides of the tailgate to prevent leakage
- Tailgate movement and latching functions will be performed by means of a single control actuated within the cab.
- Tailgate will be raised and lowered, locked and unlocked by hydraulically actuating two (2) double acting cylinders with a minimum 3" bore x 18.5" stroke and 1.12" diameter chrome plated rod. The cylinder must retract to lock and raise the tailgate. Cylinder design will include an orifice fitting to prevent the rapid descent of the tailgate in the event of a hydraulic failure
- Tailgate props will be provided. Props may be lowered manually and secured in the raised position by a positive locking device.
- All lights will be recessed into the tailgate with the lens flush with the outer skin. Clearance, backup and directional lights will be lexan lens, shock mounted in a protective housing. The whole unit will be "pop-out" and replaceable.
- All lights to be LED lights.
- An in-cab alarm chime will be provided to indicate that the tailgate and/or the body is raised.

#### 2.3.8. LIFTING MECHANISM

- Lifting mechanism features are dependent upon each manufacturer's design, but must be capable of accomplishing the requirements set forth in these specifications and must fulfill all operational claims made by the manufacturer.
- The lifting mechanism will be capable of gripping, lifting, raising, and dumping containers from 90 to 300 gallons with the use of a joystick with a safety switch. Manual lifting switches to be provided under the driver's seat.
- The standard lifting mechanism will be capable of lifting round containers ranging from 90 to 300 gallons.
- The lifting mechanism will perform the following lift cycle functions in eight (8) seconds at the designed operating RPM.
  - grab the container
  - lift the container to the full dump position
  - lower the container to the full down position
  - release the grabbers from the container
    - The lifting capacity will be a minimum of 1,000 pounds at 132" and the Vendor must provide certification of this capability with their bid.
    - The lift will have a minimum reach capable of a 132" reach from the side of the body to the centerline of a 90-gallon container.
    - The grabber arm will be able to wrap around a 300-gallon container.
    - The lifting mechanism will have changeable grabbers or grabbers of a type to replace worn parts
    - The lifting mechanism will be spring steel and have the capability of gripping containers within the range previously mentioned without having to change grip arm configuration
    - Gripping force is to be adjustable to provide container retention and also for lifting the radial force applied to prevent container damage
    - The grabber arms will use a flexible, self-tensioning belt or three-finger style assembly such that the gripping force applied to the container will be provided by this flexible surface or wrap around. A roller will be attached to the end of the grabber arms if belt is used to assist in grasping the container.

#### 2.3.9. BODY HOIST

- The body will be raised by one or more telescoping hydraulic cylinder(s) capable of lifting the box when compacted to maximum capacity.

- Cylinder design will include an orifice fitting in the base port, which will prevent the rapid descent of the body in the event of a hydraulic failure.
- The hoist cylinders will be mounted outboard of the chassis frame and trunnioned with a 2 ½" solid through shaft or per manufacture spec to meet intent.
- Body props – two (2) 3" structural channel body props will be provided to hold the empty body in a partially raised position for servicing the unit. When the props are released and the body is raised, the props will automatically position them on the support frame. The props will have a 2" spanner channel and will be secured under the body by a positive type hook latch
- The body dump angle will be such that all refuse in the box will be removed without sticking or bridging.

#### 2.3.10. HYDRAULICS

- The hydraulic pump will be driven by a front engine mounted live power pump with a variable displacement system, generates pressure and flow only when called upon. When system is not being used, the pump is automatically shifted in to a low pressure standby mode generating only ¼ GPM @ 250 PSI. When switches or joystick is used, the pump generates only the amount of flow and pressure called upon. A compensator is used to limit the pump to a maximum flow of 30 GPM no matter the RPM. The compensator is also used to limit the maximum pressure output to 2250 PSI without the use of heat generating and fuel consuming relief valves.
- Hydraulic hoses and tubing: All pressure lines ¾ and above are 4 wire braid SAE 100R4. Smaller sizes are 2 wire braid SAE 100R2. All stationary lines use zinc-coated steel tubing clamped every 18" with shock absorbing tube clamps.
- Hydraulic reservoir: 50 gallon frame mounted with an in-tank filter. Due to the lower flow rates of the displacement pump, the filter can be rated to 60 GPM max flow/3 micron, and is outfitted with a bypass gauge indicating an element change is needed.
- Arm Valve: Arm is controlled by a load sensing closed center cartridge valve. Electric coils shift spools that only emit the amount of flow required.
- Packer Valve: Electric operated 60 GPM rated single spool D-08 series valve.
- Hoist/Tailgate Valve: electric low flow cartridge valve.
- Quick disconnect fittings will be provided so that a pressure gauge can be easily connected without the use of tools or the need to remove hydraulic fittings
- All arm hoses to be Kevlar wrapped for protection.

#### 2.3.11. LUBRICATION

- All body hinges, cylinder rod ends, cylinder base trunnions and high cycle pivot will be supplied with grease fitting

### 2.3.12. CONTROLS

- All dumping controls will be a basic control panel system that is mounted; control panel must be interlocked with a manual override to prevent accidental refuse discharge
- All ejection/dumping controls will be operated from inside the cab.
- The lift controls will be electric over hydraulic and will operate a four (4) section stack valve for the lift functions (Or per manufacture spec to meet the intent.)
- All hydraulic valves will be solenoid control electric over hydraulic valves. Pneumatically controlled valves are not acceptable
- The lift controls will be self-centering type, returning to the neutral position when released
- The body controls will be electrical over hydraulic (Or per manufacture spec to meet the intent) and located in the cab convenient to the operator. The 27 gpm pump section will supply oil to a high flow electric valve which will operate the packer circuit and two (2) direct acting spool valves for the body raise and tailgate raise functions. All valve components are to be easily serviceable without changing entire valve body

### 2.3.13. ELECTRICAL

- The body functions in cab control center will be provided for system functions. All in cab controls will be electrical and in easy reach of the operator.
- All electrical wiring connectors to be automotive double-seal, with wiring in split convoluted loom. All wiring connections to be soldered with rubber-molded covering or crimp type connectors with shrink-wrap. Unprotected wiring in any application is unacceptable
- The body hoist, tailgate, tailgate lock, lift and packing controls will be electric over hydraulic (Or per manufacture spec to meet the intent).
- A junction box for the electric control system will be located outside the cab to simplify trouble shooting of electrical components
- Two (2) color cameras will be installed with a minimum of a 5" monitor for viewing; one should be positioned viewing the rear of the body for safety when the truck is in reverse and the seconded should be placed to monitor the hopper area with a split screen option which will automatically switch to full screen viewing the rear when the unit is shifted into reverse.

### 2.3.14. LIGHTING

- Clearance, back up, and directional lights will be lexan lens, shock mounted in a protective housing. The whole unit will be pop out and replaceable.
  - All lights will be provided in accordance with FMVSS 108, plus mid body turn signals on each side of the body and a center brake light on the rear
  - All lights to be LED including backup and license plate lights
  - LED strobe light to be mounted center of tailgate
- 2.3.15. REAR UNDERRIDE GUARD
- The body will be equipped with a rear underside guard as standard equipment to meet Federal Motor Carrier Safety Regulation (49CFR393.86)
- 2.3.16. BODY COLOR
- Cab: blue urethane #63203 or equal
  - Frame: black enamel

**END OF SECTION**

## FORM OF BID ONE (1) FRONT LOAD REFUSE TRUCK

To whom it may concern:

We hereby submit our Bid Documents for "Front Load Refuse Truck" as indicated in the Bid Documents.

Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid

Truck Options			
<b>Truck Body Only:</b>			
<b>Dealer Name:</b>		<b>Address:</b>	
<b>Phone Number:</b>			
<b>Fax Number:</b>		<b>Delivery Date:</b>	
<b>Make:</b>		<b>Model:</b>	
<b>Price Each:</b>		<b>Total Price:</b>	
<b>Cab/Chassis Only:</b>			
<b>Dealer Name:</b>		<b>Address:</b>	
<b>Phone Number:</b>			
<b>Fax Number:</b>		<b>Delivery Date:</b>	
<b>Make:</b>		<b>Model:</b>	
<b>Price Each:</b>		<b>Total Price:</b>	
<b>Combined Unit-Cab/Chassis &amp; Truck Body</b>			
<b>Dealer Name:</b>		<b>Address:</b>	
<b>Phone Number:</b>			
<b>Fax Number:</b>		<b>Delivery Date:</b>	
<b>Make:</b>		<b>Model:</b>	
<b>Price Each:</b>		<b>Total Price:</b>	

Vendors must include all items necessary to provide the products and services specified. Additional items must be itemized and added to the list above. Vendor's price must include all labor, materials, products, and services necessary to install and provide the products and/or services as specified. THE TOWN WILL NOT BE LIABLE FOR ADDITIONAL CHARGES THAT ARE NOT STATED IN THE PROPOSAL. All charges for overtime, installation, shipping, etc. must be included.

Is your company currently involved in any active litigation? (Yes)\_\_\_\_ (No) \_\_\_\_ CHECK One.

Is your company currently involved in any mergers or acquisitions? (Yes)\_\_\_\_ (No) \_\_\_\_ CHECK One.

Is the pricing above good for fiscal years 2021, 2022, 2023, 2024 and 2025? (Yes)\_\_\_\_ (No) \_\_\_\_ CHECK One. Any increase in pricing will be based on a certain percentage over the prior fiscal year starting with 2021 and will be supported either by the Consumer Pricing Index or the Producer Pricing Index.

\*If you answered Yes to either of the above questions please attach documentation to your Proposal describing further.

NOTE: THIS BID FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS BID TO BE CONSIDERED VALID BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY, MARYLAND.

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

# FORM OF BID ONE (1) AUTOMATED SIDELOAD REFUSE TRUCK

To whom it may concern:

We hereby submit our Bid Documents for "Side Load Refuse Truck" as indicated in the Bid Documents.

Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid

Truck Options			
<b>Truck Body Only:</b>			
<b>Dealer Name:</b>		<b>Address:</b>	
<b>Phone Number:</b>			
<b>Fax Number:</b>		<b>Delivery Date:</b>	
<b>Make:</b>		<b>Model:</b>	
<b>Price Each:</b>		<b>Total Price:</b>	
<b>Cab/Chassis Only:</b>			
<b>Dealer Name:</b>		<b>Address:</b>	
<b>Phone Number:</b>			
<b>Fax Number:</b>		<b>Delivery Date:</b>	
<b>Make:</b>		<b>Model:</b>	
<b>Price Each:</b>		<b>Total Price:</b>	
<b>Combined Unit-Cab/Chassis &amp; Truck Body</b>			
<b>Dealer Name:</b>		<b>Address:</b>	
<b>Phone Number:</b>			
<b>Fax Number:</b>		<b>Delivery Date:</b>	
<b>Make:</b>		<b>Model:</b>	
<b>Price Each:</b>		<b>Total Price:</b>	

Vendors must include all items necessary to provide the products and services specified. Additional items must be itemized and added to the list above. Vendor's price must include all labor, materials, products, and services necessary to install and provide the products and/or services as specified. THE TOWN WILL NOT BE LIABLE FOR ADDITIONAL CHARGES THAT ARE NOT STATED IN THE PROPOSAL. All charges for overtime, installation, shipping, etc. must be included.

Is your company currently involved in any active litigation? (Yes)\_\_\_\_ (No) \_\_\_\_ CHECK One.

Is your company currently involved in any mergers or acquisitions? (Yes)\_\_\_\_ (No) \_\_\_\_ CHECK One.

Is the pricing above good for fiscal years 2021, 2022, 2023, 2024 and 2025? (Yes)\_\_\_\_ (No) \_\_\_\_ CHECK One. Any increase in pricing will be based on a certain percentage over the prior fiscal year starting with 2021 and will be supported either by the Consumer Pricing Index or the Producer Pricing Index.

\*If you answered Yes to either of the above questions please attach documentation to your Proposal describing further.

NOTE: THIS BID FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS BID TO BE CONSIDERED VALID BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY, MARYLAND.

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

## REFERENCES

List three (3) references for Goods/Service similar to those requested in this Bid Document successfully delivered/installed within the last 12-36 months. Include contact name, address, telephone number and goods sold.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Date of Service:			

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

**ADDENDA ACKNOWLEDGEMENT**

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

**INDIVIDUAL PRINCIPAL**

Vendor Name: \_\_\_\_\_

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_

Address of Vendor: \_\_\_\_\_ Town, State, Zip

\_\_\_\_\_

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

\*\*\*\*\*

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: \_\_\_\_\_

Address: \_\_\_\_\_ Town, State, Zip \_\_\_\_\_

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

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_  
Partner Witness

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_  
Partner Witness

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_  
Partner Witness

\*\*\*\*\*

CORPORATE PRINCIPAL

Name of Corporation: \_\_\_\_\_

Address: \_\_\_\_\_ Town, State, Zip

\_\_\_\_\_

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

Signed By: \_\_\_\_\_ In the presence of: \_\_\_\_\_  
President Witness

Attest: \_\_\_\_\_  
Corporate Secretary

Affix Corporate Seal

**VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID**

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ am the \_\_\_\_\_  
(Printed Name) (title)  
and the duly authorized representative of the Vendor of  
\_\_\_\_\_ whose address is  
(name of corporation)  
\_\_\_\_\_

and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State 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 or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

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

I acknowledge that this affidavit is to be furnished to the Town, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Town may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

\_\_\_\_\_  
Sign for Identification

\_\_\_\_\_  
Printed Name

**NON-COLLUSIVE AFFIDAVIT**

\_\_\_\_\_ being first duly sworn,  
deposes and says that:

1. He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Vendor that has submitted the attached Bid Document;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Goods and/or Services for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Goods and/or Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Goods and/or Services;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ Witness	By: _____ Signature
_____ Witness	_____ Printed Name
	_____ Title