

# City of Rockland

## INSTRUCTIONS TO BIDDERS

### ONE (1) CURRENT MODEL YEAR FULL SIZE PICK UP TRUCK

1. **BID FORM** - All bids must be submitted in conformity with the requirements of the Specifications and the Official Bid Form and Agreement included herewith. The submission of a bid on a form other than the Official Bid Form shall constitute grounds for rejection of the bid. Upon execution by the City of Rockland, the Official Bid Form and such other documents as stated below shall serve as the Contract Documents.
2. **BID DOCUMENTS** - Bid documents shall be enclosed in an envelope sealed and clearly labeled “**POLICE VEHICLE**” – **NOT TO BE OPENED UNTIL 1 PM, FRIDAY, January 17, 2020**” so as to identify the item for which a bid is submitted and guard against opening prior to the time set therefore.
3. **TIME FOR RECEIVING BIDS** - Bids received prior to the time of opening will be securely kept unopened. All bids shall be delivered to City Manager, Rockland City Hall, 270 Pleasant Street, Rockland, ME 04841, prior to **1 PM, FRIDAY, January 17, 2020**.
4. **BID OPENING** - The Bid Opening Meeting will be held at **1 PM, FRIDAY, January 17, 2020**
5. **BIDS TO REMAIN OPEN** - All bids shall remain open and may not be withdrawn for a period of thirty (30) days after the day of the bid opening, but the City may, in its discretion, release any bid.
6. **AWARD OF CONTRACT** - The Contract will be awarded to the lowest responsible bidder, whose bid complies with all the conditions of the Contract Documents, provided the bid is reasonable, and it is in the best interest of the City to accept it as determined by the City Manager. No contract shall be formed until and unless the Rockland City Council approves a bid and appropriates funding for the specific purpose of purchasing the good or service described herein. The City of Rockland reserves the right to reject any or all bids in whole or in part as it is deemed in the best interest of the City, renegotiate any contract and waive any informality which does not compromise the actual bid. In determining the most advantageous bid, the City of Rockland reserves the right to consider quality, workmanship, service, and dependability of the product and manufacturer, independent of price. Upon execution by the City of Rockland, the Official Bid Form, together with the other Contract Documents shall serve as the Contract.

The City Manager will give preference to local bidders if the difference between bids submitted by a company whose headquarters is located in Knox County and/or who pays excise tax on their vehicles in Knox County and those not located in Knox County is 5% or less. If the two lowest bids are within 5% of each other and have each been submitted by companies located in Knox County, then price, quantity, quality and reliability of past or expected service shall be the only consideration in awarding the bid, or in deciding to reject any and all bids.

7. **TIME OF AVAILABILITY** – Availability of delivery must be within One Hundred Twenty (120) days of the bid being awarded.
8. **INFORMATION TO BE SUPPLIED BY BIDDER** - Bidder shall accompany the proposal with a detailed description of the materials and equipment, which the bidder proposes to furnish, and such other data as required in the Contract Documents and as will assist the City in analyzing the proposals.
9. **COMPLIANCE OF CONTRACT DOCUMENTS** - Before submittal of this bid, each bidder must examine the Contract Documents thoroughly. The submission of a bid will constitute an incontrovertible representation by the bidder that it has complied with every requirement of these specifications.
10. **DEVIATIONS/CHANGE ORDERS** - All deviations from the Detailed Specifications must be set forth in writing by use of the enclosed form marked "Statement of Compliance/Deviations from Specifications". The information provided on the form must fully and completely describe each such proposed deviation and the reasons why each such deviation is fully equal or superior to the specifications. If there are no deviations, please state same. The executed "Statement of Compliance/Deviations from Specifications" **must** be submitted with the bid. The failure of a bidder to submit the form with the bid, if the City accepts the bid, shall be deemed to constitute grounds for rejection of the bid. It is incumbent upon the bidder to supply any and all additional information regarding any deviation from the Detailed Specifications, which in the opinion of the bidder may assist the City in evaluating compliance of the bid.
11. **WARRANTY/GUARANTEE** - In addition to any other manufacturer's guarantee or warranty, the bidder guarantees that all labor and materials to be provided by it in connection with the performance of the contract shall be of the first quality throughout and comply with all respects or are fully equal to standards called for in the bid. All expenses involved in the repair and/or replacement of defective work and/or materials shall be borne by the bidder. In the event of failure on the part of the bidder to repair, replace or otherwise put in first-class condition any such defective work and/or materials within thirty (30) calendar days from the date of notice, the City may have the work done by others and charge the cost against any money due the bidder, or if there is no money due, to charge the bidder for the costs incurred. See the Specifications for additional warranty/guarantee requirements.
12. **INTERPRETATIONS** - All questions about the meaning or intent of the Contract Document shall be submitted in writing to City Manager, Rockland City Hall, 270 Pleasant Street, Rockland, ME 04841. Replies will be issued by addenda, mailed, sent via facsimile or delivered to all parties recorded by the City as having received bid documents. Questions received less than five (5) working days prior to the date fixed for opening bids will not be answered. Only those interpretations provided by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
13. **COMPLIANCE WITH LAWS; LICENSE AND PERMIT REQUIREMENTS** - The submission of a bid will constitute an incontrovertible representation and warranty by the bidder that the bidder shall comply with all requirements of law, including the ordinances of the City of Rockland, in any way relating to the performance of the contract, including obtaining any and all required licenses and permits from any and all governmental agencies having any jurisdiction relating thereto, except for permits required by the City of Rockland, which will be obtained by the City of Rockland.

14. **CONTRACT PRICE** – The total contract price shall include, in addition to all equipment, manuals, training, and delivery described in the Contract Documents, the following:
  - (a) Transportation charges to point of delivery as directed by the City.
  - (b) Full tank of fuel.
  
15. **CONTRACT DOCUMENTS** – The following documents constitute the Contract Documents:
  - (a) Instructions to Bidders
  - (b) Official Bid Form and Agreement
  - (c) Specifications
  - (d) Statement of Compliance/Deviation from Specifications
  
16. **DOCUMENTS REQUIRED TO BE SUBMITTED WITH BID** - The following documents must be submitted with the bid in order for such bid to be considered complete. Any bid that does not include each and every of these documents shall constitute cause for rejection of the bid.
  - (a) Official Bid Form and Agreement
  - (b) Statement of Compliance/Proposed Deviations from Specifications
  - (c) Copy of Warranty and Extended Warranty
  - (d) Parts and Service Program Information
  - (e) Descriptive Literature/Brochures
  
17. **MULTIPLE BIDS** – Each bid must be enclosed in separate envelopes containing the required bid documents. Multiple bids enclosed in the same envelope may be reason for bid rejection.