

**Town of Weaverville  
North Carolina**



Department of Public Works

INVITATION TO BID  
REQUEST FOR BIDS AND PROPOSALS  
BID NO. PW09-01

**ONE (1) EACH  
UTILITY DUMP TRUCK, 4X4  
w/8' DUMP BED**

**BID OPENING TUESDAY, JUNE 29, 2010  
10:00 AM**

TOWN OF WEAVERVILLE  
DEPARTMENT OF PUBLIC WORKS  
15 QUARRY ROAD  
WEAVERVILLE, N. C. 28787  
PHONE (828) 645-0606  
LARRY SPRINKLE, PUBLIC WORKS DIRECTOR

ISSUED: JUNE 7, 2010

**TOWN OF WEAVERVILLE**

**DEPARTMENT OF PUBLIC WORKS**

**Bid Request No. PW10-01**

**Date: June 7, 2010**

**ONE (1) EACH - UTILITY DUMP TRUCK  
4 X 4 WITH 8' DUMP BED**

Pursuant to North Carolina General Statutes, Section 143-129 "Procedure for letting of public contracts" as amended, sealed bid proposals, subject to the Specifications, and Terms and Conditions specified herein, are invited for the furnishing of the following equipment. All bids will be received by the Town of Weaverville, Department of Public Works, 15 Quarry Road, Weaverville, NC until **TUESDAY JUNE 29 2010, 10:00 AM**, at which time they will be opened publicly and read.

**NO BID WILL BE CONSIDERED UNLESS SUBMITTED ON THIS FORM**  
Supplemental information may be attached hereto

NOTICE TO BIDDERS: All tax imposed on any item included in this bid proposal shall be shown as a separate item and shall not be included with the price bid.

Quantity	Description	Unit	
One (1)	<b>DUMP TRUCK, 4x4 with 8' CONTRACTORS DUMP BED PER THE ATTACHED SPECIFICATIONS AND TERMS AND CONDITIONS.</b>  <u>CHASSIS</u>  BID: MAKE/MFG'R: _____ MODEL: _____ YEAR: _____	EACH	\$ _____
		<b>TOTAL</b>	\$ _____
	DELIVERY WITHIN _____ DAYS AFTER RECEIPT OF ORDER  PAYMENT TERMS: _____		

COMPANY NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY/STATE: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_  
 FEDERAL TAX I.D. NO. \_\_\_\_\_

SIGNED: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_  
 FAX NO: \_\_\_\_\_  
 DATE: \_\_\_\_\_

GENERAL CONDITIONS

1. All bids and proposals shall be for furnishing equipment, apparatus, supplies, and/or work and services in accordance with the applicable plans and specifications prescribed by The Town of Weaverville. From the date of advertisement until the date of opening of the bids or proposals, the plans and specifications applicable to the scope of the bid are and will continue to be on file in the appropriate offices of the Town of Weaverville and will be available for public inspection.
2. The Town of Weaverville reserves the right to evaluate all bids, especially where there is a wide range in the specification or options proposed, and to reject any and all bids and/or proposals, and further specifically reserves the right to make the aware or awards in the best interest of the Town of Weaverville.
3. In case of default of the contractor, the Town may procure the items or services from other sources and hold the contractor responsible for any excess cost resulting thereby.
4. Time, in connection with any discount offered, will be begin after delivery of the equipment, apparatus, supplies, and/or work and services at the listed destination, final inspection and acceptance are complete, and correct invoice has been delivered to the Town. Maximum price (without discount) must be clearly shown on all bids and proposal.
5. Payment by the Town of Weaverville shall be Net 30 from delivery of the equipment, apparatus, supplies, and/or work and services at the listed destination, final inspection and acceptance are complete, and correct invoice has been delivered to the Town, except as may be applicable to any discount for early payment.

BID

In compliance with the above request for bids, and subject to all of the conditions thereof, the undersigned offers and agrees, if this bid is accepted within 30 days for the date of the bid opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, and unless otherwise specified, within \_\_\_\_\_ days after receipt of a purchase order issued by the Town of Weaverville and deliver such equipment, apparatus, supplies, and/or work and services as provided herein.

Bidder: \_\_\_\_\_ Address: \_\_\_\_\_ Zip: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Authorized to sign bids)

Telephone: \_\_\_\_\_

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

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MAILING INSTRUCTIONS

1. Bidder to submit a complete and fully executed bid document.
2. If mailed, bid should be sent Certified U. S. Mail. Bids shall be plainly marked on the outside of the envelope "**SEALED BID - PUBLIC WORKS DUMP TRUCK - BID NO. PW10-01**"
3. Bids shipping via carriers which require use of their own freight envelope, (e.g. FedEx) shall be placed in a separate sealed envelope marked "**SEALED BID - PUBLIC WORKS DUMP TRUCK - BID NO. PW10-01**" inside the carrier's envelope to insure that bids are not opened by mistake prior to the time of bid opening.

Mail to: Town of Weaverville  
Department of Public Works  
15 Quarry Road  
Weaverville, NC 28787

**NOTE: THE WEAVERVILLE PUBLIC WORKS HAS AFTERNOON MAIL DELIVERY. IF MAIL OR DELIVERY BY ANY OTHER MEANS IS DELAYED BEYOND THE DATE AND TIME SET FOR THE BID OPENING, PROPOSALS THUS DELAYED WILL NOT BE CONSIDERED.**

Town of Weaverville  
Department of Public Works

**SPECIAL TERMS AND CONDITIONS FOR ONE (1) UTILITY DUMP  
TRUCK 4 x 4 w/8' CONTRACTORS DUMP BED  
FOR THE TOWN OF WEAVERVILLE PUBLIC WORKS DEPARTMENT**

A. DETAILED SPECIFICATIONS:

Detailed specifications are included herein or attached hereto and require doing all that is necessary, proper, or incidental to supplying the equipment identified herein. All things not expressly stated in the specifications or Special Terms and Conditions but involved in carrying them out must be included in bidder's proposal as though they were specifically specified.

B. NOTICE TO BIDDERS:

All bids are subject to the provisions of the instruction to bidders, special terms and conditions, the specifications for the equipment, the General Terms and Conditions, and North Carolina General Statutes. Any additional terms and conditions shall not be applicable and of no force and effect.

It shall be the responsibility of the bidder to read this entire document and all specifications and to comply with all requirements specified herein.

The Town of Weaverville reserves the right to reject all bids or to postpone bid openings for its own convenience.

C. ISSUING OFFICE:

This bid request is issued by the Town of Weaverville, Department of Public Works, 15 Quarry Road, Weaverville, North Carolina 28787.

D. TECHNICAL INQUIRIES:

Questions regarding the specifications shall be directed to Mr. Larry Sprinkle, Public Works Director, Monday through Friday 8:30 a.m. - 4:30 p.m. Telephone 828-645-0606.

E. MINOR DEVIATIONS OR EXCEPTIONS TO SPECIFICATIONS:

It is the intention of the Specifications included herein or attached hereto to describe a standard for vehicles, equipment, apparatus, supplies, and/or work and services as has been determined by the Town of Weaverville, Department of Public Works. Where brand names are used, consider the term "or equal" to follow. Other manufacturers products and equipment will be considered where judged equal by the Town of Weaverville. However, all proposed deviations must be clearly explained in detail and will be considered by Town when evaluating bids.

The Department of Public Works is familiar with the specific components specified herein. Exception to specifications shall in all cases be supported with technical data sufficient to allow the Department to determine its suitability to the specific application and any other requirements of the Department.

F. COMPLIANCE WITH RULES & REGULATIONS:

The equipment furnished shall comply with all applicable provisions of the Occupational Safety and Health Act (OSHA), the American National Standards Institute (ANSI) and the Federal Motor

Vehicles Standards of the U. S. Department of Transportation. The equipment furnished shall be capable of passing any and all applicable North Carolina motor vehicle inspections.

G. GENERAL REQUIREMENTS:

The equipment furnished shall be the current model year production and furnished complete and ready to operate.

The equipment furnished shall be the manufacturer's latest listed and published model, or models which meet all the applicable requirements of these specifications.

All design, materials, and workmanship shall in every respect be in accordance with the best current practices in the industry and all materials used shall be new.

H. NONCONFORMING TERMS AND CONDITIONS:

A bid that includes terms and conditions that do not conform to the terms and conditions in this bid document is subject to rejection as nonresponsive. The Town of Weaverville reserves the right to permit the bidder/vendor to withdraw nonconforming terms and conditions for its bid prior to a determination of nonresponsiveness.

I. SUBMITTALS:

Bidders shall furnish all information requested herein including descriptive literature and/or complete specifications for the products offered. Descriptive literature and/or specifications shall be provided for all deviation or exceptions identified in the bid proposal.

J. DELIVERY DATE:

All bid proposal shall state the delivery date of the equipment to the Town of Weaverville in ready to operate condition. Delivery time may be considered in the evaluation and award of bid.

K. EQUIPMENT DELIVERY:

Equipment furnished under this contract shall be delivered to Weaverville Public Works, 15 Quarry Road, Weaverville, North Carolina 28787. Any cost associated with delivery shall be included in the base bid of the equipment.

L. PERIOD FOR ACCEPTANCE OF BIDS:

All bid prices shall be made firm for a period no less than thirty (30) days.

M. EXPENSE IN PREPARING BID:

The Town of Weaverville accepts no responsibility for any expense by bidders in preparing and presenting bids.

N. CONTRACT:

Pursuant to North Carolina General Statutes, the successful bidder's response to this Request for Bids and Proposals (including any addenda thereto), and the issuance of a Town of Weaverville Purchase Order for the proposed equipment shall constitute a binding contract.

O. ASSIGNMENT:

During the performance of the contract, the bidder shall not assign, transfer, sublet, convey, or otherwise dispose of any right or interest herein without the written consent of the Town of Weaverville.

P. INDEMNIFICATION:

The bidder covenants to save, defend, keep harmless, and indemnify the Town of Weaverville and all of its officers, departments, agencies, and employees from and against all claims, loss, damage, charges, injury, fines, penalties and costs - including court costs and attorney's fees, charges, liability, and exposure, however caused - resulting from, arising out of, or in any way connected with the bidder's negligent performance or nonperformance of the terms of the contract.

Q. WARRANTY:

Bidder shall submit with their bid all warranty provisions for the equipment being proposed.

R. TAXES:

The Town of Weaverville is exempt from Federal Excise Tax but is subject to State and Local Sales Tax. Sales tax should NOT be added to the bid prices and should be added as separate items on all bids and invoices.

S. DELIVERY/SUBMITTAL OF BIDS:

All bids should be submitted in a sealed envelope, the outside of which shall be marked "**SEALED BID - PUBLIC WORKS DUMP TRUCK - BID NO. PW10-01**". Bids should be mailed or hand delivered to WEAVERVILLE PUBLIC WORKS, 15 QUARRY ROAD, WEAVERVILLE, NORTH CAROLINA 28787. Bids to be received until the time and date as specified.

Separate sealed and marked envelope should be used when shipping via carriers which require use of their own freight envelope, (e.g. FedEx) to insure that bids are not opened by mistake prior to the time of bid opening.

NOTE: The Weaverville Public Works has afternoon mail delivery. The Town of Weaverville shall not be responsible for late mail or carrier delivery.

T. BIDDER QUALIFICATIONS:

By submittal of a bid, the bidder represents that they are fully experienced and qualified to provide the equipment and services specified herein, and that they are properly licensed, equipped, organized and financed to perform such services.

U. FALSE OR MISLEADING STATEMENTS:

If, in the Town of Weaverville's opinion, a proposal contains false or misleading statements or references that do not support a function, attribute, capacity, or conditions as represented by the bidder/vendor, the entire proposal may be rejected.

V. PAYMENT OF INVOICES:

Upon delivery and acceptance, the terms of payment for the Town of Weaverville are Net 30 days unless a discount is offered for early payment. If a discount is offered, time will be computed from the date of receipt of a correct invoice after delivery and acceptance.

W. RETAINAGE

The Town of Weaverville reserves the right to withhold a portion of the final payment for any item or accessory not furnished with the vehicles, equipment, apparatus at the time of delivery where specifically indicated herein or agreed upon at the time of delivery. This provision is generally applicable to service manuals and spare parts which are specified but may not be available to the

successful bidder at the time of delivery. The amount of the retainage will be paid in full upon receipt of the items indicated NET 30 days. The withholding of retainage by the Town of Weaverville in no way relieves the successful bidder of their obligation to provide all items specified herein.

X. EVALUATION AND SELECTION OF BIDS:

The North Carolina General Statutes provisions controlling purchasing by local governments includes selection standards used in awarding bids. The provision reads, *"All contracts shall be awarded to the lowest responsible bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract"*. The evaluation of bids shall center on the match between the stated specification requirements in the final bid request and the bidder's/vendor's proposed equipment. Consideration shall be given to the bidder's/vendor's past performance, service record, distance to authorized servicing facility, and the reliability record of the proposed equipment. Consideration will also be given to items which exceed the minimum specified where, in the sole determination of the Town of Weaverville, such items add to the versatility, general usefulness, and longevity of the equipment.

The Town of Weaverville reserves the right to accept or reject any or all bids and proposals and further specifically reserves the right to make the award in the best interest of the Town of Weaverville. Net payment terms will be used to calculate the best price.

**Sanitation Dept. 4x4 Dump Truck with 8' Contractor's Dump Bed**

Specifications for ONE (1) 4x4 Dump Truck to be used by the Town of Weaverville, Department of Public Works. Equipment shall be new and the manufacturer's latest production year model.

**INTENT:** It is the intent of this specification to describe the standards for apparatus, equipment and/or supplies to be used in general public works and water department maintenance activities, including hauling of dirt, gravel and other construction materials both on highway and off-highway including trailer towing. This vehicle may also be outfitted with a snow plow and salt/sand spreader.

**Note:** Equipment proposed should meet or exceed these detailed specifications. Bidders should review the specification details below and indicate if the proposed equipment complies (Yes) or (No) with the stated specifications. If the proposed equipment does not comply or alternate specification is proposed, a written description of the exception must be submitted as provided for under MINOR DEVIATIONS OR EXCEPTIONS TO SPECIFICATIONS (see Special Terms and Conditions above).

SPECIFICATION	COMPLIES Yes/No	IF NO: DEVIATES AS NOTED:
1. <b>ONE (1) Truck (Chassis Cab)</b> , Ford F-550, Dodge 5500 or equal.		
A. XL / ST Trim		
B. GVWR 18,750 (min)		
C. Wheelbase - 141 in. (Nominal)		
D. Exterior color oxford white. Interior color gray		
E. Cab equipment includes sun visors, heavy-duty fresh air heater, defroster		
F. Radio - AM-FM stereo w/two speakers (min).		
G. Outside Mirrors - (2) must provide adequate projection beyond dump bed		
H. Interior - Vinyl 40/20/40 front seat, Manual adjust. Black Vinyl Floor Covering		
I. Engine - 6.7L (min.) Diesel		
J. Transmission - 6 Speed Automatic		
K. 4.88 Axle Ratio - Limited Slip		
L. Steering - power assisted		
M. Alternator - 220 Amp Charging Capacity single/dual alternators.		
N. 750 Amp Maintenance Free Battery		
O. Engine Idle Shutdown		
P. Front Tow Hooks		
Q. High Capacity Trailer Tow Package - Class V Trailer Hitch Receiver at 18" mounting height ,7-pin Wiring Harness, Auxiliary Transmission Oil Cooler, Trailer Brake Control		

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

BY: \_\_\_\_\_

R.	3 -Sets of keys for ignition and all locks		
S.	19.5" Painted Steel Wheels - Gray		
T.	225/70R19.5 All Traction Tires (front & rear)		
U.	Heavy Duty front suspension for snow plow		
V.	One (1) set of Shop Manuals and Electrical Wiring Diagrams		
W.	Behind Seat Storage Bin		
X.	Transfer Case Skid Plate		

SPECIFICATION (continued)	COMPLIES Yes/No	IF NO: DEVIATES AS NOTED:
<b>2. 8' steel utility dump body w/hoist. Godwin 184-U or equal.</b>		
A. Dump Body - Dump body shall have a capacity of 2/3 yds (nominal) and an interior dimension of 96"x 84" x 15" (nominal). Steel construction with 10-gauge ribbed steel sides and 6" sideboard pockets, 10-gauge hi-tensile steel floor.		
B. Tailgate - straight, double acting, 10-gauge (min), 6" higher than body sidewall, gate latch with cab control, banjo eyes to keep tailgate chains in selected position.		
C. Cab Shield - 24" steel cab shield.		
D. Body Hoist - under body hydraulic lift, low profile, scissor type with cab controls convenient to driver. 50 deg. dump angle. Integral body prop.		
E. PTO - Heavy-duty type, with cab control. 2-gear direct drive hydraulic pump to match hoist operation.		
F. Lighting/Reflectors - Fed Std. 108 flush mount w/ rubber grommets. All lights LED.		
G. Color - dump body color white to match cab & chassis manufacturer's color, dump body underframe and hoist semi-gloss black.		
H. Warranty - specify.		
I. Manuals - One set of parts and service manuals for PTO, hydraulic and hoist system, and tarp system.		
<b>3. State Inspection</b> - Appropriate North Carolina and Federal Safety/Emmision Vehicle Inspections annual sticker required.		

<p><b>4. Documentation</b> - Manufacturer's Certificate of Origin, North Carolina Title Application (MVR-1) and copy the Invoice. "Town of Weaverville", 30 South Main Street, Weaverville, NC 28787 is the owner to be listed on all paperwork. <b>All required paperwork must be with the vehicle at the time of delivery.</b> Missing paperwork will delay payment.</p>		
<p><b>5. Delivery</b> - F.O.B. Weaverville Public Works, 15 Quarry Road, Weaverville, North Carolina 28787.</p>		
<p><b>6. Acceptance</b> - Prior to acceptance of the item(s) furnished under this bid and final payment of invoice, this bid item shall be checked against the above written specification by the Director of Public Works or other person specifically directed by the Town Manager. The final delivered item (equipment) must meet or exceed the provisions of the Contract.</p>		

THE UNDERSIGNED AFIRMS THAT THE PROPOSAL HERE-IN IS MADE WITHOUT ANY CONNECTIONS WITH ANY OTHER PERSON, OR PERSONS, MAKING ANY OTHER PROPOSAL FOR THE ABOVE ITEM(S) AND THAT IT IS IN ALL RESPECTS FAIR AND WITHOUT FRAUD OR COLLUSION, AND THAT

THE FIRM, \_\_\_\_\_ IS NOT CONNECTED IN ANY OFFICIAL CAPACITY WITH THE TOWN OF WEAVERVILLE, OR ANY OF ITS OFFICIALS, AND THAT

NO PERSON OR PERSONS ACTING IN ANY CAPACITY WITH THE TOWN OF WEAVERVILLE ARE DIRECTLY, OR INDIRECTLY, INTERESTED HEREIN OR IN ANY WAY IN RECEIPT OF OR TO BE IN RECEIPT OF ANY PROFIT ARISING OR ANTICIPATED TO ARISE FROM THIS TRANSACTION.

IN MAKING THIS PROPOSAL, IT IS UNDERSTOOD AND AGREED, THAT THE CONDITIONS SET FORTH IN THE ADVERTISEMENT FOR BIDS, INSTRUCTION TO BIDDERS, TERMS AND CONDITIONS AND SPECIFICATIONS TOGETHER WITH THE PROPOSAL SHALL FORM A PART OF AND BE CONSTRUED WITH THE CONTRACT MADE UNDER THE SAME.

THE ACCEPTANCE OF THIS PROPOSAL BY THE TOWN OF WEAVERVILLE, AS EVIDENCED BY THE ISSUANCE OF A TOWN OF WEAVERVILLE PURCHASE ORDER, SHALL BE HELD TO BE A MUTUAL AGREEMENT AS TO EACH AND EVERY CLAUSE OF THIS PROPOSAL AND TO CONSTITUTE A CONTRACT BY AND BETWEEN THE PARTIES HERETO.

FIRM NAME: \_\_\_\_\_

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

BY: \_\_\_\_\_

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